



STAFF HANDBOOK 2023

Adoption Appointments (Adopters and Adopters' Partners)	1
Adoption Leave	5
Adverse Weather and Travel Disruption	10
Annual Leave	144
Antenatal Appointments (Expectant Mothers or Companions)	190
Anti-Bribery and Corruption	222
Anti-Slavery	245
Authorised Absences	29
Code of Conduct and Disciplinary Procedure	290
Company Vehicle	38
Compassionate Leave	390
Criminal Records and DBS Checks	413
Data Protection and Personal Records	46
Dress Code and Appearance	54
Driving For Work	56
Emergency Procedures	60
Equality and Diversity	61
Expenses	69
Flexible Working	71
Gifts and Hospitality	74
Grievance	76
Harassment and Bullying	78
Health and Safety	86
Homeworking	90
Information Security	96
Internet, Email and Communications	102
Job Flexibility	108
Lay-Off and Short-Time Working	108
Lone Working	109
Maternity	112
Parental Bereavement Leave	119
Parental Leave	125
Paternity Leave	128
Performance and Capability at Work	132
Personal Property	143
Recruitment	144
Redundancy	146
Shared Parental Leave (Adoption)	149
Shared Parental Leave (Birth)	170
Sickness and Attendance	176
Smoking	182
Social Media	184
Stress and Mental Health	187
Substance Misuse	192
Time Off for Dependants	197
Time Off for Jury Service or Court Attendance	200
Whistleblowing	202

Introduction

This handbook tells you about the things you need to know about working for Age UK Northumberland ('AUKN'). Every eligible individual will be provided or have access to a copy of the handbook, and you are expected to become familiar with its contents. If there is any matter in this handbook that you do not understand, or if you wish to confirm your entitlements, you should refer to the individual to whom you report on a day-to-day basis ('your Manager'), or if applicable, the Chief Executive, where directed in this handbook.

This handbook is designed to help you understand the policies, general rules and operating standards that apply to those working for AUKN. It is intended as a statement of AUKN's policies and procedures and, except where specifically indicated, does not form part of any contract of employment or other agreement in place. Any dispute between you and AUKN will be determined on the basis and content of any contract of employment or other agreement in place.

The content of this handbook will be reviewed regularly, and updates will be provided by email or post. Where necessary, an updated version of this handbook may be reissued in its entirety in electronic or hard copy format.

Adoption Appointments (Adopters and Adopters' Partners)

1. INTRODUCTION

- 1.1 This policy sets out the approach that AUKN will take in relation to the rights enjoyed by eligible workers, including certain agency workers, to:
 - 1.1.1 paid time off work to attend adoption appointments; or alternatively
 - 1.1.2 unpaid time off work to attend such appointments.
- 1.2 It also sets out the steps you should take if you wish to take either paid or unpaid time off to attend an adoption appointment.
- 1.3 This policy applies only to eligible workers, including in certain circumstances to agency workers. It does not apply to consultants, contractors, volunteers, interns, casual workers, or self-employed contractors.
- 1.4 This policy does not form part of any contract of employment and AUKN may amend it at any time.

2. CHOOSING WHETHER TO TAKE PAID OR UNPAID TIME OFF

- 2.1 If you have been notified by an adoption agency that a child is to be, or is expected to be, placed for adoption with you alone, then there is no choice to be made; it is the right to paid time off to attend adoption appointments that will apply to you, and the remainder of this paragraph (paragraph 2) is not relevant. See instead paragraph 3 below.
- 2.2 Where, however, there are two persons, each of whom is either an eligible worker (one or perhaps both of whom are employed by AUKN), who have been notified by an adoption agency that a child is to be, or is expected to be, placed for adoption with the two of them jointly, the situation is different:
 - 2.2.1 They must decide which of them will, following the placement of the child, take advantage of the more extensive right to ordinary (and perhaps also additional) adoption leave (see AUKN's Adoption Leave Policy for further information). The parent who does not take adoption leave may be entitled instead to exercise the less extensive right to paternity leave (see AUKN's Paternity Leave Policy for further information). Both those parents may go on to take shared parental leave, if they qualify for it, in substitution for some part of the adoption leave entitlement (see AUKN's Shared Parental Leave (Adoption) Policy for further information).
 - 2.2.2 Similarly, prior to the placement, the parents must choose which one of them is to take advantage of the (more extensive) right to paid time off to attend pre-placement adoption appointments, and which will exercise the (less extensive) right to unpaid time off to attend such appointments. This earlier choice is significant, because the person who chooses to take paid time off to attend adoption appointments must be the same person who later takes adoption leave. Any eligible worker who exercises the right to paid time off to attend adoption leave appointments is not allowed, later on, to take paternity leave.

Therefore, when choosing which parent will take unpaid time off to attend pre-placement adoption appointments, the chosen parent should be the same person as will later exercise the right to paternity leave (rather than adoption leave).

- 2.3 Paid time off work to attend adoption appointments is covered at paragraph 3 below, unpaid time off work to attend such appointments is covered at paragraph 4 below.

3. PAID TIME OFF TO ATTEND ADOPTION APPOINTMENTS

- 3.1 As an eligible worker (including, with some exceptions, an agency worker who has completed a period of 12 weeks' qualifying work with AUKN) you have the right to take paid time off work to attend adoption appointments which are for the purpose of having contact with the child that is to be placed with you or for any other purpose connected with the adoption, and have been arranged by or at the request of the adoption agency which notified you of the placement.
- 3.2 You should inform AUKN as soon as possible of the time and date of any appointment. This information should include:
- 3.2.1 the time and date of any appointment;
 - 3.2.2 the time of day at which you wish to start your period of time off work, and the time that the period off work will finish (time off is limited to six and a half hours, including travel time etc. see paragraph 3.6); and
 - 3.2.3 whether you have previously taken time off to attend an adoption appointment in relation to the adoption arrangement and, if so, the date of each occasion that you took such time off (you are limited to attending five appointments in relation to a particular adoption arrangement; see paragraph 3.5).
- 3.3 You should also, if asked to do so, provide proof:
- 3.3.1 of the date and time of the appointment (e.g. an appointment card); and
 - 3.3.2 that the appointment has been arranged at the request of the adoption agency which notified you of the placement for adoption.
- 3.4 Where the child is to be placed for adoption with you and another person jointly, you should, if asked to do so, provide a signed declaration to AUKN stating that, in connection with the adoption, you have chosen to be the person who exercises the right to take paid time off (rather than unpaid time off) to attend adoption appointments.
- 3.5 An eligible worker who is the person who is entitled to take paid time off to attend adoption appointments, or who has, in cases of a joint placement, chosen to be the person who takes paid (rather than unpaid) time off, is entitled to exercise that right on up to five occasions, i.e. to attend up to five such appointments, in relation to any particular adoption arrangement (irrespective of how many children are to be placed under the arrangement).
- 3.6 For any given appointment, the maximum paid time off during working hours to which you are entitled is six and a half hours (including travel time etc.).

- 3.7 Please try to arrange the times of your appointments at the beginning or end of the working day, and in consultation with your Manager, if possible.

4. UNPAID TIME OFF TO ATTEND ADOPTION APPOINTMENTS

- 4.1 As an eligible worker (including, with some exceptions, an agency worker who has completed a period of 12 weeks' qualifying work with AUKN), you have the right to take a certain amount of unpaid time off during working hours (as further explained below) to attend adoption appointments, if you have been notified by an adoption agency that a child is to be, or is expected to be, placed for adoption with you and another person jointly, and:

- 4.1.1 you have chosen to exercise the right to take unpaid time off to attend adoption appointments in connection with this adoption (see paragraph 2.2 above for further information about this choice); and
- 4.1.2 you have not chosen to exercise the right to take paid time off to attend adoption appointments in connection with this adoption; and
- 4.1.3 the other person with whom the child is to be placed for adoption jointly has not elected to exercise the right to take unpaid time off to attend adoption appointments in connection with this adoption.

- 4.2 You should inform AUKN as soon as possible of the time and date of any appointment. This information should include:

- 4.2.1 the time and date of any appointment;
- 4.2.2 the time of day at which you wish to start your period of time off work, and the time that the period off work will finish (time off is limited to six and a half hours, including travel time etc.; see paragraph 4.6); and
- 4.2.3 whether you have previously taken time off to attend an adoption appointment in relation to the adoption arrangement and, if so, the date of each occasion that you took such time off (you are limited to attending two appointments in relation to a particular adoption arrangement; see paragraph 4.4).

- 4.3 You should also, if asked to do so, provide proof:

- 4.3.1 of the date and time of the appointment (e.g. an appointment card); and
- 4.3.2 that the appointment has been arranged at the request of the adoption agency which notified you of the placement for adoption.

- 4.4 You should also, if asked to do so, provide a signed declaration to AUKN stating that, in connection with the adoption, you have chosen to be the person who exercises the right to take unpaid time off (rather than paid time off) to attend adoption appointments.

- 4.5 An eligible worker who has chosen to be the person who takes unpaid (rather than paid) time off, is entitled to exercise that right on one or two occasions, i.e. to attend one or two such appointments, in relation to any particular adoption arrangement (irrespective of how many children are to be placed under the arrangement).

- 4.6 For any given appointment, the maximum unpaid time off during working hours to which you are entitled is six and a half hours (including travel time etc.).
- 4.7 Please try to arrange the times of your appointments at the beginning or end of the working day, and in consultation with your Manager, if possible.

5. FOSTERING TO ADOPT

The rights to paid and unpaid time off work to attend adoption appointments will also apply if you are a local authority foster parent who has been approved as suitable to adopt a child, and the local authority places a child in its care with you in a 'fostering to adopt' arrangement. Please contact your Manager or the Chief Executive for further information regarding how the policy will operate in such circumstances.

Adoption Leave

1. INTRODUCTION

- 1.1 This document sets out AUKN's policy on adoption leave and pay, which is of relevance to eligible workers who intend to adopt a child aged under 18.
- 1.2 This policy applies only to eligible workers, including in certain circumstances agency workers. It does not apply to consultants, contractors, volunteers, interns, casual workers, or self-employed contractors.
- 1.3 This policy is for guidance only and does not form part of your contract of employment and AUKN may amend it at any time. It outlines the rights eligible workers are given by law but is intended to be a summary only and not a complete statement of your rights. Please contact your Manager if you have any queries about your entitlement.
- 1.4 If you want to take time off work to attend an adoption appointment, please refer instead to AUKN's Antenatal Appointments (Expectant Mothers or Companions) Policy, which mirrors the process that should be followed for taking time off to attend adoption appointments.
- 1.5 AUKN's Adoption Leave Policy mirrors, as far as possible, their Maternity Policy, but the main difference is that adoption leave is available to both men and women (although where a couple adopt a child, only one parent will be allowed to take adoption leave). Foster parents who (a) have children placed with them with a view to adoption, and (b) those who have entered a surrogacy arrangement with a woman, and have been granted, or intend to apply for, a parental order in relation to the child that she bears may also be eligible for adoption leave and pay.
- 1.6 An eligible worker intending to adopt a child under 18 may be eligible to take three different kinds of statutory leave following on from the placement of the child:
 - 1.6.1 namely ordinary and additional adoption leave;
 - 1.6.2 paternity leave; and
 - 1.6.3 shared parental leave.
- 1.7 However, one adopting parent may not take all three types of leave. Where both parents are adopting the child, one parent may take the ordinary and additional adoption leave, while the other parent may initially take paternity leave, provided all the other qualifying conditions are met. Both parents may take shared parental leave, if they qualify for it, in substitution for some part of the adoption leave entitlement.
- 1.8 Eligibility for paternity leave is not limited to male parents of a child being adopted, nor is eligibility for adoption leave limited to female parents. Where the qualifying conditions are satisfied, parents of either sex may be eligible for shared parental leave.
- 1.9 Where there are two adopting parents, they must choose which one will take adoption leave, and which will take paternity leave. Paternity leave is not available where only one person is adopting a child on his or her own (i.e. with

no involvement with the spouse or partner caring for the child); such persons may only take adoption leave.

- 1.10 This policy covers only ordinary and additional adoption leave and pay. For information on paternity leave, please refer instead to AUKN's Paternity Leave Policy. For information on shared parental leave in the context of adoption, please contact your Manager.

2. ADOPTION LEAVE

- 2.1 You will be entitled to take adoption leave provided:

- 2.1.1 you have been matched with the child for adoption by a UK adoption agency;
- 2.1.2 you have notified the agency that you agree that the child should be placed with you, and you have agreed on the date of placement;
- 2.1.3 you have not already taken ordinary adoption leave in relation to this child as a result of that child being placed, or expected to be placed, with you as a foster parent by a local authority in a 'fostering to adopt' arrangement; and
- 2.1.4 you have complied with the notification/evidential requirements in paragraph 4 below.

- 2.2 Adoption leave is made up of 26 weeks of ordinary adoption leave (OAL) and a further 26 weeks of additional adoption leave (AAL) starting immediately after OAL. Part of adoption leave may be paid — see paragraph 5 in relation to eligibility for statutory adoption pay (SAP).

3. STARTING ADOPTION LEAVE

You may choose to begin your OAL (and SAP, if eligible — see paragraph 5.1) on the date on which the child is placed with you for adoption, or on a predetermined date up to 14 days before the expected date of placement. If you change your mind about the date you want to start your leave you must give written notice to AUKN at least 28 days before the new start date.

4. NOTIFICATION

- 4.1 You should notify your Manager in writing of your intention to take adoption leave within seven days of being matched with a child, or, if that is not reasonably practicable, as soon as is reasonably practicable. Your notice should state that you intend to take adoption leave, the date you want your leave (and SAP, if you are eligible — see paragraph 5) to start (your Planned Start Date) and the expected date of the placement.
- 4.2 You should also provide your Manager with the matching certificate from the adoption agency. AUKN can also ask you for the name and address of the adoption agency, the date you were notified of the match and the date on which the agency expects to place the child with you.

- 4.3 AUKN will write to you within 28 days of receiving notification of your Planned Start Date to tell you the date AUKN will expect you to return to work if you take your full OAL and AAL adoption leave entitlement (your Expected Return Date).

5. ADOPTION PAY

- 5.1 Statutory adoption pay (SAP) is payable for up to 39 weeks of adoption leave. If you decide to return to work prior to the expiry of the 39-week period, you will stop receiving SAP on your return to work and you will have no further entitlement to SAP.

- 5.2 To be eligible for SAP you must meet the requirements in paragraph 2 above and:

5.2.1 have worked continuously for AUKN for at least 26 weeks ending with the week in which notification was received of having been matched with the child for adoption (the Qualifying Week);

5.2.2 earn on average (in the eight weeks ending with the Qualifying Week) at least the lower earnings limit set by the government each year;

5.2.3 be absent from work due to adoption leave;

5.2.4 have declared to AUKN that you have elected to receive SAP (instead of statutory paternity pay (SPP)). You can do this at the same time you notify AUKN that you wish to claim SAP. You cannot elect to take SAP if another person is taking it in relation to the same child;

5.2.5 have notified AUKN of your wish to claim SAP, by giving AUKN 28 days' notice in writing prior to the date you want to receive your first payment of SAP or, if that is not reasonably practicable, as soon as possible after that. You can give this notice at the same time as you give AUKN notice that you want to take adoption leave; and

5.2.6 have provided the documents/information set out in paragraph 4.2 above.

- 5.3 During the first six weeks of ordinary adoption leave, you will receive 9/10^{ths} of your average weekly earnings. After that initial period, you can expect to receive the lower of either the prevailing statutory rate or 9/10^{ths} of your average weekly earnings.

6. DURING ADOPTION LEAVE

- 6.1 During both OAL and AAL you will continue to receive all of your contractual benefits as set out in your contract of employment (with the exception of wages or salary).

- 6.2 Annual leave entitlement will continue to accrue during adoption leave at the rate provided under your contract. If your adoption leave will continue into the next annual leave year, any annual leave entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work. You should try to limit carry over to one week's annual leave or less. Please discuss your annual leave plans with your Manager in good time before starting adoption leave. All annual leave dates are subject to approval by your Manager in the normal way.

6.3 If you are a member of AUKN's pension scheme, AUKN will make employer pension contributions during any period of paid adoption leave, based on your normal salary, in accordance with the pension scheme rules. Any worker contributions you make will be based on the amount of any adoption pay you are receiving. If you wish to make up any shortfall in worker contributions, you must inform your Manager.

6.4 During adoption leave you will be expected to continue to comply with the terms of your contract of employment, for example your duties as to confidentiality and the duty of fidelity.

7. KEEPING IN TOUCH

7.1 Shortly before your adoption leave starts, AUKN will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact during your leave. AUKN may make reasonable contact with you from time to time during your adoption leave. This may include contacting you to discuss arrangements for your return to work. You should discuss with your Manager what contact AUKN may make.

7.2 You may be asked to work (including attending training) up to 10 'Keeping in Touch' or KIT days during your adoption leave without bringing the leave or your entitlement to SAP to an end. KIT days are not compulsory and must be discussed and agreed with your Manager.

8. RETURNING TO WORK

8.1 You must return to work on the Expected Return Date unless you tell AUKN otherwise. If you wish to return to work earlier than your Expected Return Date, you must give AUKN not less than eight weeks' notice of the date upon you wish to return. It is helpful if you give this notice in writing. If insufficient notice is given, your return date may be postponed until eight weeks after you give notice.

8.2 Your adoption leave cannot last longer than 52 weeks. If you wish to return later than your Expected Return Date, you should either request unpaid parental leave *in accordance with AUKN's Paternity Leave Policy*, giving no less than 21 days' notice, or request paid annual leave in accordance with your contract of employment. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and *AUKN's Sickness and Attendance Policy* will apply. In any other case, late return without good cause will be treated as unauthorised absence.

8.3 You are normally entitled to return to work in the position you held before starting adoption leave and on the same terms of employment. However, if you have taken AAL and it is not reasonably practicable for AUKN to allow you return to the same position, AUKN may give you another suitable and appropriate job on terms and conditions that are not less favourable. Different rules may apply if you have combined adoption leave with periods of other leave, such as parental leave or shared parental leave.

8.4 If you would like to explore the possibility of changing your hours or other working arrangements on return from adoption leave, please consult AUKN's Flexible Working Policy. It is helpful if any request under the policy is made as early as possible.

- 8.5 If, while on adoption leave, you decide that you do not wish to return to work, you should notify AUKN as soon as possible by contacting your Manager. You must give notice of resignation to AUKN in accordance with your contract of employment. When you give notice to AUKN you should ensure that you have sufficient leave left to run (i.e. at least equal to your notice period), as otherwise you might be required to return to work for the remainder of your notice period.

9. SPECIAL CASES

Special rules regarding adoption leave and pay apply where the child's placement is disrupted, or the child dies. In such circumstances, you should contact your Manager for advice.

Adverse Weather and Travel Disruption

1. INTRODUCTION

- 1.1 AUKN recognises that during periods of severe weather, or when there are disruptions to public transport, staff may face difficulties in getting to and from work, and a flexible approach to work arrangements may therefore be necessary in certain circumstances.
- 1.2 It is generally the case that AUKN expects its staff:
 - 1.2.1 to attend for work unless authorised leave (for example annual holiday, sick leave, maternity leave) is being taken;
 - 1.2.2 to make reasonable efforts to get to work in all circumstances;
 - 1.2.3 where usual travel arrangements have broken down or are otherwise unavailable, to explore all possible alternative modes of transport, including walking or cycling if distance allows and it is safe to do so; and
 - 1.2.4 where travel difficulties are predictable, to work with AUKN to prepare for such eventualities.
- 1.3 AUKN is committed to protecting the health and safety of its workforce. You are not expected to put yourself at unnecessary risk in travelling. However, AUKN must ensure that any disruption caused to its business is minimised, and therefore expects all workers to take the minimum steps outlined in paragraph 1.2.

2. SCOPE

- 2.1 The purpose of this policy is to outline:
 - 2.1.1 individuals' responsibilities to attend work during periods of adverse weather conditions or transport disruption;
 - 2.1.2 AUKN's approach in relation to individuals who get to work late or not at all;
 - 2.1.3 appropriate procedures to be followed by all staff.
- 2.2 This policy will apply in severe weather which makes travelling hazardous or impossible (for example heavy snow, extreme cold or flooding) and where there is widespread disruption to public transport (for example due to industrial action, the closure of major routes, major incidents affecting travel or public safety). This list is not exhaustive, and this policy will apply in any other circumstances that might impact on workers' ability to attend or remain at work.
- 2.3 This policy is not intended to deal with absence related to sickness, annual leave, maternity/paternity/adoption leave, parental leave, time off for dependants, career breaks or sabbaticals, and for such absences, please see the appropriate Employer policies.
- 2.4 This policy applies to all eligible workers, contractors, agency staff, volunteers, or interns.

- 2.5 This policy is for guidance only and does not form part of your contract of employment and AUKN may amend it at any time. Please contact your Manager if you have any queries about this policy.

3. ABSENCES

- 3.1 If you have made all reasonable efforts to attend work but have been unable to do so because of severe weather conditions or disruption to public transport, AUKN will make a decision, after consulting with you and taking into account your individual circumstances, such as distance to travel, mode of transport, any health and safety issues and the needs of the business, as to whether you should:

- 3.1.1 be paid your basic salary during any associated periods of absence;
- 3.1.2 take the time you have been absent from work as annual leave. Where your annual leave entitlement has been used up for the current holiday year, this may involve consideration of a limited amount of leave being brought forward from the following year's entitlement in order to cover some or all of this absence;
- 3.1.3 make up the lost time at a later date, within a period agreed by AUKN;
- 3.1.4 take the period for which you have been absent as authorised unpaid leave. An appropriate adjustment to your salary will be made in the month following the period of absence;
- 3.1.5 work from home or remotely;
- 3.1.6 work from an alternative workplace.

4. LATENESS

- 4.1 If you are delayed getting to work because of adverse weather or travel disruption, you will be expected to make up the time missed. AUKN has an absolute discretion to waive this requirement to make up the lost time in respect of any period of absence.
- 4.2 If the lateness amounts to half your daily working hours or more, AUKN reserves the right, taking into account your individual circumstances, such as distance to travel, mode of transport, any health and safety issues, and the needs of the business, to ask you to:
- 4.2.1 take the time as annual leave;
 - 4.2.2 take the time as unpaid leave.

5. SEVERE WEATHER CONDITIONS OR TRAVEL DISRUPTION ARISING DURING COURSE OF WORKING DAY

- 5.1 Where severe weather conditions or disruption to travel first occur during the course of normal working hours, AUKN will decide on a case-by-case basis whether it is appropriate for you to leave work early, taking into account your individual circumstances such as distance to travel, mode of transport, any health and safety issues and the needs of the business.

- 5.2 If you are advised by AUKN to leave early, you will receive your basic pay as usual.
- 5.3 AUKN may require you to take work with you to complete at home if appropriate.
- 5.4 If you take the unilateral decision to leave work early, your absence must be taken as annual leave or unpaid leave, and prior approval must be sought from AUKN.

6. DISRUPTION TO CHILDCARE OR CARE FOR OTHER DEPENDANTS

Where adverse weather or travel disruption unexpectedly affects your usual arrangements for childcare or schooling, or caring arrangements for other dependants, you are entitled to reasonable time off to make alternative arrangements in accordance with AUKN's Time Off for Dependants Policy.

7. TEMPORARY CLOSURE OF WORKPLACE

- 7.1 If, exceptionally, AUKN decides to close your workplace temporarily due to severe weather, transport system breakdown, security issues, etc, you will be notified as soon as possible, and will be informed of the time at which you will be expected to leave the premises.
- 7.2 You will be paid for the period of the closure.
- 7.3 Those able to work remotely during the closure will be encouraged to do so.
- 7.4 AUKN reserves the right to require essential staff, who will be identified by AUKN depending upon the circumstances, to work during the closure.

8. TRAVEL ON EMPLOYER BUSINESS

- 8.1 If you are away on business on behalf of AUKN, and are unable to return to the UK on the expected return date due to travel disruption or adverse weather, you must notify AUKN of the fact as soon as possible, and must make every reasonable effort to return to work at the earliest opportunity.
- 8.2 AUKN will:
 - 8.2.1 help you to find alternative travel arrangements, if possible;
 - 8.2.2 cover necessary and reasonable accommodation and travel costs, subject to and in accordance with AUKN's travel insurance policy.
- 8.3 You will not be expected to take this time as leave or to make up the lost time at a later time.
- 8.4 Those able to work remotely during the delay will be encouraged to do so.

9. WORKERS WHO ARE STRANDED FOLLOWING HOLIDAY

- 9.1 If you are on holiday and are unable to return to work on the expected return date due to travel disruption, you must notify AUKN of the fact as soon as possible, and must make every reasonable effort to return to work at the earliest opportunity.

- 9.2 In such circumstances AUKN will make a decision, after consulting with you, as to whether you should:
- 9.2.1 be paid as usual;
 - 9.2.2 take the time as annual leave;
 - 9.2.3 make up the lost time at a later date;
 - 9.2.4 take unpaid leave; or
 - 9.2.5 work remotely if this is possible.
- 9.3 If you have travel insurance, you are encouraged to claim for any loss of earnings incurred as a result of being unable to attend work.

10. COMMUNICATION

- 10.1 If you are unable to attend work on time or at all due to adverse weather or travel disruption, you must notify AUKN as soon as this becomes apparent, and in any event within the timescales for absence reporting set out in AUKN's Sickness and Attendance Policy.
- 10.2 You must check the weather or travel situation throughout the day. If the weather or travel disruption improves sufficiently to allow travel to work, you must inform AUKN and seek a decision as to whether you should attend work.
- 10.3 In the event of the temporary closure of your normal workplace, AUKN will keep you informed about the planned reopening.

11. DISCIPLINARY ACTION

- 11.1 If this policy does not apply, you are expected to attend work unless you have another valid reason for absence, such as sickness.
- 11.2 All other lateness or unauthorised absence may give rise to disciplinary action for misconduct.
- 11.3 Failure to follow the requirements and procedures set out in this policy may also give rise to disciplinary action.
- 11.4 When considering disciplinary action, AUKN will take into account all circumstances, including (but not limited to) your distance to travel, local conditions and efforts made by other workers in comparable circumstances.
- 11.5 For further details in relation to disciplinary action, see AUKN's Code of Conduct and Disciplinary Procedure.

Annual Leave

1. POLICY STATEMENT

- 1.1 AUKN recognises the importance of supporting its workers in a way which promotes and sustains positive, productive, and safe working environments. Directly relevant to this is the provision of annual leave (holidays), where AUKN offers the statutory provision for most workers and expects workers and their managers to ensure that full use is made of individual annual leave entitlements to support a positive work-life balance.
- 1.2 AUKN provides annual leave which meets the requirements of current employment legislation. AUKN's workers will not be given an annual leave allowance which falls short of the statutory requirements.

2. SCOPE & PURPOSE

- 2.1 This policy applies to all eligible workers who are provided with a specific annual leave entitlement through their contract of employment. It does not apply to consultants, contractors, volunteers, or interns.
- 2.2 This policy does not form part of any contract of employment and AUKN may amend it at any time.
- 2.3 The purpose of this policy is to:
 - 2.3.1 Ensure workers understand their own responsibilities in relation to using annual leave;
 - 2.3.2 Ensure that managers understand their responsibilities in managing leave within their teams or work area and helping their workers achieve a positive work-life balance;
 - 2.3.3 Provide general guidance for dealing with instances where specific requests for annual leave cannot be accommodated.

3. PRINCIPLES

- 3.1 The following principles will apply to this policy:
 - 3.1.1 All workers will be informed of their contractual entitlement to paid annual leave at the outset of their employment;
 - 3.1.2 Workers must make every effort to take their full annual leave entitlement during the leave year for which it is given;
 - 3.1.3 Line managers will make every effort to enable their workers to take their full contractual annual leave entitlement during the year for which it is given, and will ensure that work plans for the year are developed taking into account the full annual leave entitlement for their workers;
 - 3.1.4 Requests for annual leave by workers will approved or declined by the relevant line manager;

- 3.1.5 All requests for annual leave will be fully considered and decisions reached on a fair, equitable, objective, and justifiable basis within the context of the business and operational needs of AUKN;
- 3.1.6 Line managers will endeavour to accommodate requests for annual leave where short notice has been given, taking into account the needs of the business; and
- 3.1.7 Line managers will regularly review the outstanding annual leave entitlements for their workers in an effort to ensure that all leave entitlement is used each year.

4. ENTITLEMENT TO ANNUAL LEAVE

- 4.1 Under the terms of the Working Time Regulations (WTR) 1998 there is a statutory minimum entitlement to paid annual leave in each annual leave year (pro-rated as appropriate). This and the updated regulations allow workers to have a minimum statutory entitlement to annual leave, made up of four weeks' statutory basic entitlement, plus 1.6 weeks' statutory additional entitlement per year, under the WTR 1998. Bank and public holidays are included in this statutory entitlement.
- 4.2 You may also have a further contractual annual leave allowance where this is set out in your contract of employment.
- 4.3 In each annual leave year, your statutory basic entitlement is taken first, then statutory additional entitlement, then any further contractual allowance.
- 4.4 AUKN's annual leave year runs from 1st April to 31st March each year. AUKN encourages workers to take their annual leave entitlements to ensure regular breaks from normal working duties.
- 4.5 If you work part-time, a week is your normal working week and so your statutory entitlement and any contractual entitlement allowance are pro-rated compared to those working full-time, according to the number of days per week you work. Your overall annual leave allowance will be notified to you around the beginning of each year.

5. WORKERS WITH SERVICE OF LESS THAN A FULL YEAR

- 5.1 Annual leave is regarded as accruing during the annual leave year. Accordingly, a worker serving for only part of a given year will not in that period be entitled to more than a proportionate amount of the full annual allowance of leave.
- 5.2 For eligible workers who are in post for only part of the leave year the proportionate amount of leave for each complete working day of service will be calculated by reference to the average number of working days in the year, rounded up to the nearest half day.
- 5.3 The formula used will be: $\text{Leave entitlement} \div 260 \text{ average working days} \times \text{number of days to be worked in part leave year}$. For example, a full-time worker joining on the 7th working week of the leave year would have their part year leave entitlement calculated as: $28 \text{ days} \div 260 \text{ average working days} \times 230 \text{ days (the 46 weeks they will work during the part leave year)} = 26.54 \text{ or } 26.5 \text{ days}$.

6. ANNUAL LEAVE PAYMENT

A worker is entitled to their basic rate of pay during periods of annual leave. For workers who are hourly paid when calculating their hourly rate for annual leave, an average of their previous 12 months earnings will be taken into account. A 'Days Annual Leave' will be the equivalent to your normal working hours per day.

7. INCOMPLETE LEAVE YEARS

- 7.1 Where workers leaving AUKN have used more than their leave entitlement a commensurate deduction will be made from their final salary payment, or additional days should be worked to compensate for the paid leave taken. If a worker does not have enough final salary to cover the repayment of annual leave overtaken, then suitable re-payments must be offered to AUKN by the worker. Failure to come to a mutual agreement could result in legal action being taken against the worker.
- 7.2 For workers who are in post for only part of the leave year the proportionate amount of leave for each complete working day of service will be calculated by reference to the average number of working days in the year, rounded up to the nearest half day.

8. CHANGE TO WORKING HOURS OR LEAVE ENTITLEMENT

If a worker changes their normal working hours (e.g. moving from full-time to part-time), or their entitlement to annual leave increases during a leave year in line with their employment contract, their leave entitlement will be recalculated from the date the change takes effect.

9. ACCRUAL OF ANNUAL LEAVE DURING ABSENCES FROM WORK

- 9.1 Annual leave is accrued when eligible workers are absent from work in the following circumstances:
 - 9.1.1 During periods of Ordinary and Additional Maternity Leave, where the worker has a statutory right to these;
 - 9.1.2 During periods of Ordinary and Additional Adoption Leave, where the worker has a statutory right to these;
 - 9.1.3 During periods of Statutory Paternity Leave, or Additional Paternity Leave;
 - 9.1.4 During periods of paid Special Leave;
 - 9.1.5 During periods of paid or unpaid sickness absence (where the relevant medical certification is provided when necessary); and
 - 9.1.6 During periods of unpaid Parental Leave.
- 9.2 Accrual of annual leave does not take place:
 - 9.2.1 During periods of unpaid Special Leave;
 - 9.2.2 During periods of unauthorised absence; and

9.2.3 Whilst the worker is on a career break.

10. LONG-TERM SICKNESS ABSENCE AND ANNUAL LEAVE ENTITLEMENT

- 10.1 A worker's annual leave allowance continues to accrue during a period of sick leave.
- 10.2 If a worker has a period of sick leave that spans two annual leave years, or if they return from a period of sick leave so close to the end of an annual leave year that they cannot take all of their accrued entitlement before the end of the annual leave year, they may carry over any accrued basic statutory annual leave entitlement that they have been unable to take to the next annual leave year.
- 10.3 For the avoidance of doubt, this carry over is limited to a worker's statutory basic annual leave entitlement only (i.e. four weeks' leave) and includes bank and public holidays. There is no right to carry over any unused additional statutory entitlement or contractual annual leave allowance. So if, for example, a worker works full-time and is entitled to 28 days' annual leave including bank or public holidays (comprising 20 days' basic statutory annual leave entitlement and 8 days' additional statutory annual leave entitlement), and have only been able to take 15 days of that annual leave (some of which were bank and public holidays) before the end of the annual leave year, they may only carry forward 5 days' annual leave (i.e. 20 days' basic statutory entitlement less 15 days' annual leave taken), and will lose the remaining 8 days (i.e. the additional statutory annual leave entitlement). This does not affect the workers ability to carry over annual leave allowance under other provisions of this policy.
- 10.4 Any annual leave allowance carried over under this paragraph must be taken within 18 months of the end of the annual leave year in which it accrued. If it is not taken, it will be lost, and the worker will not be entitled to any payment in lieu of it.
- 10.5 Alternatively, a worker may take accrued annual leave allowance during a period of long-term sickness absence. If a worker chooses to do so, they should submit a written request in advance to their line manager, setting out how much annual leave allowance they wish to take and on what date(s). Such annual leave will be paid at the workers normal annual leave pay rate.

11. SICKNESS DURING ANNUAL LEAVE

- 11.1 Where a worker has an authorised period of annual leave, but subsequently falls ill for part or all of that annual leave period, the days on which they are ill may be classed as sickness absence, so long as the worker follows the same reporting requirements as if they were due to attend work for that period.
- 11.2 They should also provide the appropriate self-certification or medical certification ('Fit Note') as stipulated in AUKN's Sickness and Attendance Policy. In these circumstances, sick pay will be paid in line with the worker's contractual entitlement. The annual leave entitlement which the worker would otherwise have used should be taken at a later date as annual leave.

12. USING ANNUAL LEAVE TO COVER SICKNESS

Annual leave **cannot** be used retrospectively if you have been absent due to illness. If you are absent due to sickness/illness, all workers must follow AUKN's Sickness and Attendance Policy. All annual leave requests must be

made prior to the leave being taken and not retrospectively to cover absence due to illness.

13. REQUESTING ANNUAL LEAVE

- 13.1 Workers are advised not to make arrangements to travel, or for activities on their proposed days off work until their request for leave has been approved. In circumstances where workers have incurred costs for an activity/excursion during their requested time off, and their request is subsequently refused, AUKN will not be liable for any loss incurred by workers where they need to cancel arrangements made or paid for.
- 13.2 Requests for annual leave should be made through line managers. Granting requests for annual leave will always be subject to business needs. This means there may be occasions where requests will not be granted because either cover is needed at work, there are specific pieces of work which need to be done by the worker during the period in question or, because of short notice, it would be too difficult to re-plan the work that was due to be carried out.
- 13.3 Where a line manager is considering refusing a request for leave, they must attempt to ensure that the worker will at least take their statutory entitlement for the year.
- 13.4 Line managers should seek advice if they are considering refusing a request for leave where the request is for reasons related to religion, faith, or belief. Where line managers do refuse requests for leave, they should discuss alternative options with the workers at the earliest opportunity. Managers should keep records of all approved annual leave. Workers should also maintain their own record of leave taken.
- 13.5 AUKN reserves the right to require workers to take annual leave on particular dates, such as when AUKN's business is closed, and during any notice period or garden leave. If so, the worker will be given reasonable notice, which may be shorter than notice under the Working Time Regulations 1998.

14. CARRYING FORWARD ANNUAL LEAVE & THE BUYING AND SELLING OF ANNUAL LEAVE

- 14.1 Workers are expected to take all of their annual leave entitlement during the leave year in which it accrues, and under normal circumstances will not be allowed to 'carry over' annual leave into the next leave year.
- 14.2 Workers at this time do not have to option to 'buy' or 'sell' annual leave from AUKN.

15. CANCELLATION OF LEAVE

- 15.1 Following approval of a request for annual leave, workers may choose to cancel their period of leave for a variety of reasons. Line managers will usually allow for the leave to be cancelled, however, there may be circumstances where a request for cancellation cannot be accommodated, for example:
 - 15.1.1 A formal contract to provide cover for the worker's absence has been put in place, and AUKN would incur costs if that contract were to be cancelled; and

- 15.1.2 There is no other time within the current leave year when the leave could be taken by that worker without affecting business continuity.
- 15.2 There may be occasions where, for business reasons, line managers ask a worker to cancel a period of approved annual leave, for example, where the unplanned absence of other workers may affect the service provided by the work area. In these circumstances, line managers will discuss all options with the worker concerned, before making a decision, and will also consult with HR. If leave is to be cancelled by line managers, AUKN will reimburse the worker for any reasonable costs incurred as a result, less any costs which can be recovered by the worker.
- 16. COMPULSORY LEAVE**
- There may be occasions where line managers need to instruct workers to take their annual leave on specific dates. This could include situations where the worker has not taken all of their annual entitlement, where access to the workplace is restricted on those specific days, or there is no requirement for work to be carried out on those days and there is no other work that the worker may reasonably be asked to carry out. These may include days where the site has to close down for essential work or repairs or over the Christmas and New Year period when a decision is made to have a whole site shut down.
- 17. BANK HOLIDAYS**
- 17.1 Due to the nature of the business, workers may be required to work bank holidays upon request, and these should be treated as a normal working day.
- 17.2 On any occasions you are required to work on a bank or public holiday, you will generally receive a day's paid annual leave in lieu.
- 18. ARRANGEMENTS WHEN EMPLOYMENT ENDS**
- 18.1 When a worker's employment is due to end, they may be required to take any outstanding accrued annual leave entitlement during their notice period or any garden leave, unless their line manager agrees that there are business reasons not to do so.
- 18.2 When a worker's employment ends, if they still have any accrued but untaken annual leave for that annual leave year, they will be paid in lieu. Alternatively, if a worker has taken more annual leave than their accrued allowance when their employment ends, they will be required to repay AUKN for it. In each case payment will be calculated by reference to a fraction of the worker's salary/normal remuneration for each day's annual leave or, for those working part-time, a pro rata equivalent.

Antenatal Appointments (Expectant Mothers or Companions)

1. INTRODUCTION

- 1.1 This policy sets out the approach that AUKN will take in relation to the right enjoyed by pregnant women to time off work to attend antenatal appointments and the right of certain eligible workers of either sex to unpaid time off to accompany them. It also sets out the steps you should take either if you are

pregnant and need to attend an antenatal appointment, or if you wish to accompany an expectant mother to such an appointment.

- 1.2 This policy applies only to eligible workers, including in certain circumstances agency workers. It does not apply to consultants, contractors, volunteers, interns, casual workers, or self-employed contractors.
- 1.3 This policy does not form part of any contract of employment and AUKN may amend it at any time.

2. TIME OFF FOR ANTENATAL CARE

- 2.1 Any pregnant eligible worker (including, with some exceptions, any pregnant agency worker who has completed a period of 12 weeks' qualifying work with AUKN) is entitled to take paid time off work for antenatal care where the antenatal care is recommended by her doctor, midwife, or health visitor.
- 2.2 Antenatal care is not necessarily restricted to medical appointments, and may include relaxation or parenting classes provided that your doctor, midwife, or health visitor has advised you to attend such classes.
- 2.3 You should inform AUKN as soon as possible of the time and date of any appointment. Except for the first appointment, you should, if asked to do so, provide:
 - 2.3.1 proof of the appointment (e.g. an appointment card); and
 - 2.3.2 if you have not already done so, a certificate of pregnancy (a MAT B1 form) from your doctor, midwife or registered nurse confirming your expected week of childbirth (i.e. the week, starting on a Sunday, in which your doctor or midwife expects you to give birth).
- 2.4 Please try to arrange the times of your appointments at the beginning or end of the working day, and in consultation with your Manager, if possible.

3. TIME OFF TO ACCOMPANY AN EXPECTANT MOTHER TO AN ANTENATAL APPOINTMENT

- 3.1 As an eligible worker (including, with some exceptions, an agency worker who has completed a period of 12 weeks' qualifying work with AUKN), you have the right to take a certain amount of unpaid time off during working hours (as further explained below) to accompany a pregnant woman when she attends an appointment for antenatal care if you have one of the following relationships with the pregnant woman or the expected child:
 - 3.1.1 you are the husband or civil partner of the pregnant woman;
 - 3.1.2 you live with the pregnant woman in an enduring family relationship but are not her parent, adoptive parent, former adoptive parent, grandparent, sister, brother, half-sister, half-brother, aunt, or uncle;
 - 3.1.3 you are the biological father of the expected child (or are legally regarded as the child's father);
 - 3.1.4 you are a woman who was the civil partner of, or married to, the pregnant woman when her pregnancy was commenced by artificial

means, or you met the 'agreed female parenthood conditions' (as defined in law) at that time; or

- 3.1.5 you are a man or woman who is in a surrogacy arrangement with the pregnant woman, and you intend (after the birth) to apply for a 'parental order' in respect of the expected child and expect to be entitled to get such an order.

3.2 Those who qualify for this right:

- 3.2.1 may only accompany the pregnant woman to a maximum of two antenatal appointments in relation to any particular pregnancy; and

- 3.2.2 may only take a maximum of six and a half hours off work (including travel time etc.) on each such occasion.

3.3 If you wish to exercise your right to accompany, you should inform AUKN as soon as possible of:

- 3.3.1 the time and date of any appointment;

- 3.3.2 the time of day at which you wish to start your period of time off work, and the time that the period off work will finish; and

- 3.3.3 whether you have previously taken time off to accompany the same pregnant woman to an antenatal appointment in relation to the same pregnancy and, if so, the date of each occasion that you took such time off.

3.4 If you are able to influence the timing of appointments, please try to arrange them at the beginning or end of the working day and in consultation with your Manager if possible.

3.5 If asked to do so by your Manager, you must (before you will be allowed to accompany the pregnant woman to the appointment) provide a signed declaration stating:

- 3.5.1 your relationship with the pregnant woman and/or the expected child (which must fall within one or more of the categories set out under paragraph 3.1 above);

- 3.5.2 that your purpose in taking time off is to accompany the pregnant woman when she attends an antenatal care appointment;

- 3.5.3 that the appointment has been made on the advice of a registered medical practitioner, registered midwife, or registered nurse; and

- 3.5.4 the date and time of the appointment.

Anti-Bribery and Corruption

1. INTRODUCTION

- 1.1 Bribery and corruption remain a major issue in world trade, despite the many dedicated efforts to prevent them. AUKN's legal obligations are primarily governed by the Bribery Act 2010 and affects them, as a UK employer, if bribery occurs anywhere in their business.
- 1.2 AUKN runs its business with integrity and in an honest and ethical manner. All parties must work together to ensure that the *business remains* untainted by bribery or corruption. This policy is a crucial element of that effort. This policy is the personal responsibility of AUKN, and it has the full support of the managers to make sure it is followed. However the policy needs the full support of you, AUKN's staff to make it work.
- 1.3 This policy sets out the steps all parties must take to prevent bribery and corruption in AUKN's business in order to comply with relevant legislation and AUKN's requirements. It does not form part of any eligible worker's contract of employment and AUKN may amend it at any time.

2. WHAT ARE BRIBERY AND CORRUPTION?

- 2.1 A 'bribe' is a financial or other advantage offered, promised, requested, or given to induce a person to perform a relevant function or activity improperly, or to reward them for doing so. In this context, a 'financial or other advantage' is likely to include cash or cash equivalent, gifts, hospitality and entertainment, services, loans, preferential treatment in a tendering process, discounts etc. The timing of the bribe is irrelevant, and payments made after the relevant event will still be caught, as will bribes that are given or received unknowingly. It is not necessary for the individual or organisation actually to receive any benefit as a result of the bribe.
- 2.2 'Bribery' includes offering, promising, giving, accepting, or seeking a bribe.
- 2.3 'Corruption' is the misuse of office or power for private gain.
- 2.4 All forms of bribery and corruption are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, you should raise it with the Chief Executive.
- 2.5 This means that no person must:
 - 2.5.1 give or offer any payment, gift, hospitality, or other benefit in the expectation that a business advantage will be received, or to reward any business received;
 - 2.5.2 accept any offer from a third party that you know, or suspect, is made with the expectation that AUKN will provide a business advantage for them or anyone else; and/or
 - 2.5.3 give or offer any payment (sometimes known as a 'facilitation payment') to a government official in any country to facilitate or speed up a routine or necessary procedure.

2.6 No person must threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

2.7 It does not matter whether the bribery occurs in the UK or abroad. A corrupt act committed abroad may well result in a prosecution in the UK. Nor does it matter whether the act is done directly or indirectly.

3. WHO CAN BE INVOLVED IN BRIBERY AND IN WHAT CIRCUMSTANCES?

3.1 Bribery and corruption may be committed by anyone working for AUKN or on their behalf in any capacity, such as their workers, officers or senior managers, anyone they authorise to do things on their behalf, their representatives and other third parties who act on their behalf, their suppliers and even their customers.

3.2 The provisions of this policy therefore apply to all those listed in the paragraph above.

3.3 Bribery can occur in both the public and private sectors. The person receiving the bribe is usually in a position to influence the award or the progress of business, often a government or other public official.

4. THE LEGAL POSITION ON BRIBERY AND CORRUPTION

Bribery and corruption are criminal offences in most countries where AUKN does business. UK-incorporated companies, including AUKN, are subject to the Bribery Act 2010.

5. WHO IS RESPONSIBLE FOR THIS POLICY

The Chief Executive has the overall responsibility for this policy. The Chief Executive is responsible for ensuring that this policy is adhered to by all of its staff.

6. GIFTS AND HOSPITALITY

6.1 AUKN forbids any of their staff from soliciting any gift or hospitality in the course of their work for them.

6.2 AUKN also forbids any of their staff from offering or receiving from any person or organisation who has had, has, or may have any influence over the business any gift or hospitality which is unduly lavish or extravagant or otherwise inappropriate, or which could be seen as an inducement or reward for any preferential treatment. AUKN regards the following to be inappropriate (the list is not exhaustive):

6.2.1 any gift that includes cash or a cash equivalent (such as vouchers);

6.2.2 any gift or hospitality given or received in secret.

7. RECORDS

7.1 It is essential that AUKN keeps full and accurate records of all its financial dealings. Transparency is vital; false or misleading records could be very damaging to AUKN.

7.2 You must therefore declare and properly record (in writing) all hospitality and gifts given or received. You must also submit all expense claims relating to hospitality, gifts, or payments to third parties in accordance with AUKN's prevailing Expenses *Policy*, and properly record the reason for the expenditure.

7.3 All accounts, invoices, credit notes, purchase orders and other records relating to dealing with third parties (including suppliers and customers) must be properly prepared in accordance with AUKN's prevailing practices and requirements and with accuracy and completeness. No account may be kept 'off book'.

8. MONITORING

The Chief Executive will monitor the policy regularly to make sure it is being adhered to.

9. WHAT TO DO IF YOU THINK SOMETHING IS WRONG

Every individual has a responsibility to speak out if they discover anything corrupt or otherwise improper occurring in relation to the business. If you are offered a bribe, or are asked to make one, or if you discover or suspect that any bribery or corruption has occurred or may occur, *you must notify* the Chief Executive *in accordance with the procedure set out in AUKN's Whistleblowing Policy as soon as possible*.

10. COMPLIANCE

10.1 AUKN takes this policy very seriously. AUKN's reputation comes from the way it acts. Anyone who pays bribes on AUKN's behalf will be subject to disciplinary action, which could result in dismissal for gross misconduct. Any worker or non-eligible worker who breaches this policy is liable to have their contract terminated with immediate effect. Equally, AUKN will not penalise someone who loses business through not paying a bribe.

10.2 If you are in doubt about anything in this policy, do not hesitate to contact your Manager or the Chief Executive.

Anti-Slavery

1. WHAT IS MODERN SLAVERY?

1.1 The Modern Slavery Act (MSA) 2015 covers four activities:

Slavery	Exercising powers of ownership over a person.
Servitude	The obligation to provide services is imposed by the use of coercion.
Forced or Compulsory Labour	Work or services are exacted from a person under the menace of any penalty and for which the person has not offered themselves voluntarily.
Human Trafficking	Arranging or facilitating the travel of another person with a view to their exploitation.

1.2 This policy of AUKN covers all four activities.

- 1.3 The MSA 2015 recognises the important part businesses can and should play in tackling slavery and encourages them to do more.
- 1.4 With this in mind, AUKN needs to pay particularly close attention to (where applicable):
 - 1.4.1 the supply chain;
 - 1.4.2 any outsourced activities, particularly to jurisdictions that may not have adequate safeguards;
 - 1.4.3 external suppliers;
 - 1.4.4 corporate hospitality.

2. RESPONSIBILITIES

- 2.1 AUKN as an organisation, in addition to individual managers and colleagues, have responsibilities to ensure fellow workers and third parties are safeguarded, and that they are treated fairly and with dignity.
- 2.2 Everyone must observe this policy and be aware that turning a blind eye is unacceptable and simply not an option.

2.3 *The Employer*

2.3.1 AUKN will:

- (a) maintain clear policies and procedures preventing exploitation and human trafficking, and protecting the workforce and AUKN's reputation;
- (b) be clear about the recruitment policy in place (see 'Recruitment');
- (c) check supply chains (see 'Supply Chains');
- (d) lead by example by making appropriate checks on all workers, recruitment agencies, suppliers, etc. to ensure there is knowledge of who is working for AUKN;
- (e) ensure there is in place an open and transparent grievance process for all staff;
- (f) seek to raise awareness so that colleagues know what AUKN is doing to promote their welfare;

2.4 *Managers*

2.4.1 Managers will:

- (a) listen and be approachable to colleagues;
- (b) respond appropriately if they are told something that might indicate a colleague, or any other person, is in an exploitative situation;
- (c) remain alert to indicators of slavery (see 'Identifying Slavery');
- (d) raise the awareness of colleagues, by discussing issues and providing appropriate training, so that everyone can spot the signs of trafficking and exploitation and know what to do;

- (e) use their experience and professional judgement to gauge situations.

2.5 *Colleagues*

- 2.5.1 There is a collective responsibility under this policy. Whatever your role or level of seniority, you must:
 - (a) maintain awareness - if you suspect someone (a colleague or someone in AUKN's supply chain) is being controlled or forced by someone else to work or provide services, AUKN's reporting procedure must be followed (see 'Reporting Slavery');
 - (b) follow AUKN's reporting procedure if a colleague tells you something you think might indicate they, or someone else, is being exploited or ill-treated;
 - (c) tell AUKN if you think there is more that can be done to prevent exploitation from taking place.

3. **THE RISKS**

- 3.1 The principal areas of risk AUKN faces, related to slavery and human trafficking, include:
 - 3.1.1 supply chains;
 - 3.1.2 recruitment through agencies;
 - 3.1.3 general recruitment.
- 3.2 AUKN manages these risk areas through procedures set out in this policy and elsewhere.

4. **AUKN'S PROCEDURES**

4.1 *Supply Chains*

- 4.1.1 AUKN thoroughly checks supply chains to ensure the potential for slavery and human trafficking is significantly reduced.
- 4.1.2 AUKN tells the companies it does business with that AUKN is not prepared to accept any form of exploitation.
- 4.1.3 AUKN ensures it can account for each step of its supply processes, and knows who is providing goods and services to AUKN, and AUKN ensures that it has appropriate mechanisms in place to carry out checks where necessary.

4.2 *Recruitment*

4.2.1 *Using Agencies*

- (a) To ensure the potential for slavery and human trafficking is reduced as far as possible, AUKN thoroughly checks recruitment agencies before utilising their services and/or adding them to the list of approved agencies. This includes:
 - (i) conducting background checks;
 - (ii) investigating their reputation;

- (iii) ensuring the staff an agency provides have the appropriate paperwork (e.g. work visas);
- (iv) ensuring the agency provides assurances that the appropriate checks have been made on the person they are supplying.

4.2.2 General Recruitment

- (a) AUKN always ensures all staff have a written contract of employment, and that they have not had to pay any direct or indirect fees to obtain work.
- (b) AUKN always ensures that staff are legally able to work in the UK.
- (c) AUKN checks the names and addresses of staff (a number of people listing the same address may indicate high shared occupancy, which is often a factor for those being exploited).
- (d) AUKN provides information to all new recruits on their statutory rights, including sick pay, holiday pay, and any other benefits they may be entitled to.

- 4.3 If, through the recruitment process, AUKN suspects someone is being exploited, AUKN's reporting procedures will be followed (See 'Reporting Slavery').

5. IDENTIFYING SLAVERY

- 5.1 There is no typical victim, and some victims do not understand they have been exploited, and that they are entitled to help and support.

- 5.2 However, the following non-exhaustive list includes key signs that could indicate that someone may be a slavery or trafficking victim:

- 5.2.1 the person is not in possession of their own passport, identification or travel documents;
- 5.2.2 the person is acting as though they are being instructed or coached by someone else;
- 5.2.3 they allow others to speak for them when spoken to directly;
- 5.2.4 they are dropped off and collected from work;
- 5.2.5 the person is withdrawn, or they appear frightened;
- 5.2.6 the person does not seem to be able to contact friends or family freely;
- 5.2.7 the person has limited social interaction or contact with people outside their immediate environment.

- 5.3 Remember, a person may display a number of the trafficking indicators set out above, but they may not necessarily be a victim of slavery or trafficking. Often you will build up a picture of the person's circumstances which may indicate something is not quite right.

- 5.4 If you have a suspicion, this should be reported in accordance with AUKN's reporting procedures (see 'Reporting Slavery').

6. REPORTING SLAVERY

- 6.1 Talking to someone about your concerns may stop someone else from being exploited or abused.
- 6.2 If you think that someone is in immediate danger, dial 999.
- 6.3 Otherwise, you should discuss your concerns with your Manager and/or the Chief Executive who will decide a course of action and provide any further advice.
- 6.4 Not all victims may want to be helped, and there may be instances where reporting a suspected trafficking case puts the potential victim at risk, so it is important that in the absence of an immediate danger, you discuss your concerns first with your Manager and/or the Chief Executive before taking any further action.

7. TRAINING

AUKN provides appropriate training to those staff members who are involved in managing recruitment and AUKN's supply chains, and more general awareness training is provided to staff where it is deemed necessary.

8. MONITORING PROCEDURES

AUKN will review this policy regularly, and will provide updates and information and/or training (where necessary) on any changes that are made

Authorised Absences

1. INTRODUCTION

Your entitlement to paid annual leave is set out in your Contract of Employment.

2. RELIGIOUS HOLIDAYS

Subject to complying with the relevant provisions as to the notice and with reference to the needs of the business, you will normally be allowed to use your annual leave entitlement to observe special religious holidays.

3. TRADE UNION AND WORKER REPRESENTATIVES

AUKN will authorise absence where required to do so by law for statutory purposes including Trade Union activities, duties of worker representatives and safety representatives, and time off to accompany fellow workers to disciplinary and grievance meetings. Such absence will be paid or unpaid depending upon the relevant statutory provision.

4. JURY SERVICE AND OTHER PUBLIC DUTIES

- 4.1 Should you be called upon for jury service or required to attend court as a witness, time off work will be granted. You must notify your Manager as soon as possible and you will be required to provide AUKN with a copy of the court summons.

- 4.2 You have no right to paid time off work for jury service or other public duties. Any payment or salary will be at AUKN's absolute discretion and will be subject to the deduction of monies received by you from the court for loss of earnings. You must therefore submit a claim to the court for loss of earnings and claim the full allowance available to you.
- 4.3 Any salary paid by AUKN will be by way of a loan which you shall repay from such sums received from the court.
- 4.4 If, on any day which you attend court, you are told that you are not required then you must immediately attend for work.
- 5. MEMBERSHIP OF THE RESERVED ARMED FORCES**
- 5.1 If you are a member of reserved armed forces, you must use your annual leave entitlement to carry out your duties, provided you comply with the provisions set out in your contract of employment. You would be expected to use all of your annual leave entitlement before applying for further time off.
- 5.2 Time off, other than your annual leave entitlement, will only be granted at the absolute discretion of AUKN and you have no right to be paid.
- 6. MEDICAL APPOINTMENTS**
- 6.1 Appointments with doctors, dentists and other medical practitioners should be made outside your normal working hours or at the beginning or end of your working day. This would not apply to appointments made for you by, for example, a hospital out-patients clinic.
- 6.2 Time off work to attend medical appointments must be authorised by your Manager in advance. Unless there are exceptional circumstances, no more than two hours should be taken for one appointment. You have no right to paid time off and any payment of salary is at AUKN's absolute discretion.

Code of Conduct and Disciplinary Procedure

- 1. PURPOSE AND SCOPE OF THE PROCEDURE**
- 1.1 The Code of Conduct and Disciplinary Procedure set out below is designed to ensure that all workers of AUKN are treated fairly and consistently, to ensure the efficient and safe performance of work and to promote the maintenance of good relations between colleagues and between workers and their managers.
- 1.2 You should familiarise yourself with and abide by the Code of Conduct and Disciplinary Procedure, which applies to all workers.
- 2. CODE OF CONDUCT**
- 2.1 The Code of Conduct covers the main standards of behaviour and performance required by AUKN. You are under a duty to comply with the standards of behaviour and performance required by AUKN and to behave in a reasonable manner at all times.

- 2.2 A failure to comply with AUKN's standards of behaviour and performance will render you liable to disciplinary action in accordance with the Code of Conduct and Disciplinary Procedure.
- 2.3 AUKN's rules relating to standards of behaviour and performance are not exhaustive. They include the following:
- 2.3.1 you must comply with the rules relating to notification of absence, which are set out in AUKN's Sickness and Attendance at Work Policy;
 - 2.3.2 you must arrive at work promptly, ready to start work at your contracted starting times, and must remain at work until your contracted finishing times;
 - 2.3.3 you may be required to work additional hours at short notice, as the needs of the business require;
 - 2.3.4 you must obtain authorisation from your Manager if for any reason you wish to arrive later or leave earlier than your normal start and finish times;
 - 2.3.5 AUKN reserves the right not to pay you in respect of working time lost because of poor timekeeping and persistent poor timekeeping;
 - 2.3.6 persistent poor timekeeping will result in disciplinary action;
 - 2.3.7 you must maintain satisfactory standards of performance at work and a high level of quality, accuracy, and diligence;
 - 2.3.8 you must keep confidential, both during your employment and at all times after its termination, all information gained in the course of your employment about the business of AUKN, and that of AUKN's customers, suppliers, and business partners, except in circumstances in which you are required to disclose information by law or in the course of the performance of your duties with AUKN;
 - 2.3.9 you are not permitted to engage in any activity outside your employment with AUKN which could reasonably be interpreted as competing with AUKN;
 - 2.3.10 you must dress in a manner appropriate to the function in which you are engaged;
 - 2.3.11 you may be required from time to time to undertake duties outside your normal job remit;
 - 2.3.12 you may be required from time to time to work at locations other than your normal place of work;
 - 2.3.13 you must co-operate with your colleagues, and with management, where this is reasonably required and/or expected;
 - 2.3.14 you must ensure that your actions do not cause unnecessary disruption or unrest within the workplace;
 - 2.3.15 you must ensure the maintenance of acceptable standards of politeness within the workplace;

- 2.3.16 you must be courteous and pleasant to clients, customers, or suppliers at all times;
- 2.3.17 you must follow the reasonable instructions, and/or follow the rules and procedures, including in relation to PPE, of a client, customer, or supplier, including when attending their site or premises;
- 2.3.18 you must take all necessary steps required to safeguard the public image of AUKN and preserve positive relationships with its customers;
- 2.3.19 you must comply with AUKN's operating policies and procedures;
- 2.3.20 you must ensure that you do not breach AUKN's policies on Equality and Diversity and/or Harassment and Bullying;
- 2.3.21 you must gain an understanding of AUKN's health and safety procedures, observe them, and ensure that safety equipment and clothing is always used;
- 2.3.22 all accidents, however minor, must be reported to management as soon as possible, and an entry made in AUKN's accident book;
- 2.3.23 you are not permitted to make use of AUKN's IT and communication systems without express permission;
- 2.3.24 AUKN property and equipment must not be taken from AUKN's premises other than for use on authorised AUKN business;
- 2.3.25 you are solely responsible for the safety of your personal possessions while on AUKN's premises. You must ensure that your possessions are at all times kept in a safe place; and
- 2.3.26 if you find an item of personal property on the premises that does not belong to you, you are required to inform your Manager or the Chief Executive immediately.

3. MISCONDUCT

- 3.1 Set out below are examples of behaviour which AUKN treats as misconduct, falling short of gross misconduct. Such behaviour will normally render you liable to sanction under the disciplinary procedure. You should note that this list is not exhaustive. Examples include:
 - 3.1.1 minor breaches of AUKN's Code of Conduct (set out above);
 - 3.1.2 failure to adhere to working hours, e.g. persistent lateness;
 - 3.1.3 unauthorised absence;
 - 3.1.4 unacceptable level of absence;
 - 3.1.5 failure to follow AUKN's procedures (note very serious failures may constitute gross misconduct);
 - 3.1.6 breach of AUKN's policies;

- 3.1.7 inappropriate dress or appearance which is below acceptable standards;
- 3.1.8 helping another worker (in any way) to commit a disciplinary offence;
- 3.1.9 unauthorised use of AUKN's vehicles; and
- 3.1.10 failure to report any accident whilst driving AUKN's vehicles.

4. GROSS MISCONDUCT

- 4.1 Set out below are examples of behaviour which AUKN treats as gross (serious) misconduct which will normally render you liable to dismissal without notice (the list is not exhaustive):

- 4.1.1 serious breaches of AUKN's Code of Conduct (set out above);
- 4.1.2 theft, dishonesty, or fraud;
- 4.1.3 assault, act of violence, or aggression;
- 4.1.4 unacceptable use of obscene or abusive language (including language of a discriminatory nature);
- 4.1.5 possession or use of non-prescribed drugs on AUKN's premises or during working hours;
- 4.1.6 possession or consumption of alcohol on AUKN premises or during working hours, other than on occasions approved by AUKN;
- 4.1.7 serious incapability at work brought on by alcohol or non-prescribed drugs;
- 4.1.8 wilful damage to AUKN's property or the property of its workers or customers, suppliers, or business partners;
- 4.1.9 serious insubordination;
- 4.1.10 falsification of records or other AUKN documents, including those relating to obtaining employment;
- 4.1.11 unlawful discrimination, harassment, or bullying;
- 4.1.12 refusal to carry out reasonable instructions from either your Manager or the Chief Executive;
- 4.1.13 refusal to carry out reasonable instructions, or follow the rules and procedures, including in relation to PPE, of a client, customer, or supplier, including when attending their site or premises;
- 4.1.14 gambling, bribery, or corruption;
- 4.1.15 acts of indecency or sexual harassment;
- 4.1.16 serious breach of the health and safety policies and procedures, or endangering the health and safety of a fellow worker, client or third party;

- 4.1.17 breach of AUKN's Smoking Policy;
- 4.1.18 breach of confidentiality, including the unauthorised disclosure of AUKN business to the media or any other party (this rule does not apply to making, in good faith, a protected disclosure (whistleblowing) or to a relevant pay disclosure);
- 4.1.19 unauthorised access to or use of computer data or computer hardware;
- 4.1.20 copying of computer software, other than when authorised in your normal course of employment;
- 4.1.21 bringing AUKN into disrepute;
- 4.1.22 misuse of AUKN's name;
- 4.1.23 serious breach of AUKN's policies or procedures;
- 4.1.24 serious negligence which causes or might cause unacceptable loss, damage, or injury;
- 4.1.25 conviction of a criminal offence (except for minor road traffic offences) that impacts on your suitability to do your job or your relationship with AUKN, your work colleagues or AUKN's customers, suppliers, or business partners; or
- 4.1.26 covert recordings, including (but not limited to) collective, group or individual staff meetings, conversations or discussions involving colleagues or clients / customers of AUKN etc.

5. DISCIPLINARY PROCEDURE

- 5.1 The Disciplinary Procedure will be used where there are possible issues of misconduct. It does not apply to cases where a worker fails to perform to the required standard as a result of lack of skill, capability or training or has genuine sickness absence, where the Performance and Capability at Work Procedure will apply instead.
- 5.2 The Disciplinary Procedure does not form part of your contract of employment. It may be amended at any time and AUKN may use an alternative procedure depending on the circumstances of the particular case.
- 5.3 If you, or your chosen companion, experience or anticipate any difficulty at any stage of the procedure because of a disability or a medical condition, you should contact your Manager or the Chief Executive.
- 5.4 Covert recordings made during the disciplinary process will not be admissible.

6. INVESTIGATION

- 6.1 If any complaint of misconduct is made against you an investigation will usually be carried out by an individual with suitable seniority (the 'Investigating Officer'), without unreasonable delay, to establish the facts of the case. You must co-operate fully and promptly in any investigation.

6.2 On completion of the investigation, the Investigating Officer will recommend whether a disciplinary meeting (also known as a disciplinary 'hearing') should be convened, or some other step(s) taken in relation to the situation.

6.3 You do not have a statutory right to be accompanied at any investigatory meeting that may take place, but may request to be accompanied by a work colleague or trade union representative. Whether or not such a companion is allowed and, if they are, what their role will be, is a matter for AUKN's absolute discretion.

7. SUSPENSION

7.1 If AUKN has grounds to believe that you may be guilty of misconduct which they consider to be serious (gross) misconduct, where relationships have broken down, or where AUKN has grounds to consider that their property or responsibilities to other parties are at risk, or where AUKN considers that your continued presence at their premises would hinder an investigation, AUKN will be entitled to suspend you on full pay. Any such suspension will be as brief as possible and will be kept under review.

7.2 A decision to suspend you is not considered a disciplinary action, nor does it imply that any decision has been taken about your case.

8. ATTENDANCE AND COMPANIONS AT DISCIPLINARY MEETINGS

8.1 You should make every effort to attend any disciplinary meeting (including any appeal meeting (also known as an appeal 'hearing')). If you or your companion cannot attend the meeting, you should let AUKN know as soon as possible and propose a reasonable alternative date and time. If this alternative date is possible, the meeting will take place then. If it is not, AUKN will make reasonable attempts to agree another alternative date and time. If you are persistently unable or unwilling to attend a disciplinary meeting without good cause, AUKN will make a decision on the evidence available.

8.2 You are entitled to be accompanied at any disciplinary meeting (including any appeal meeting) by a fellow work colleague of your choice or trade union representative who meets the statutory requirements. Please note that it is your responsibility to secure the attendance of any fellow work colleague. You may not be accompanied by any other person, such as a relative, without AUKN's prior agreement; or by a legal representative.

8.3 The person accompanying you is entitled to address the meeting to put and sum up your case, respond on your behalf to any views expressed at the meeting and confer with you during the meeting. The person accompanying you does not have the right to answer questions on your behalf, address the meeting if you do not wish it or prevent AUKN from explaining its case. Any work colleague whom you have requested to accompany you will be given a reasonable amount of paid time off to prepare for and attend the meeting.

9. INVITATION TO DISCIPLINARY MEETING

9.1 Where the Investigating Officer decides that there is a disciplinary case to answer, a disciplinary meeting will be convened without unreasonable delay, while allowing you reasonable time to prepare your case. You will be notified in writing of the date, time, and venue for the meeting.

- 9.2 The letter will contain sufficient information about the alleged misconduct and its possible consequences to enable you to prepare to answer the case at the meeting. It will also usually provide copies of any written evidence, which may include any witness statements.

10. DISCIPLINARY MEETING

- 10.1 Where possible, the disciplinary meeting will be chaired by an individual with suitable seniority, who was not involved in the investigation (the 'Chair'). Where possible, another person will be present at the meeting to take notes.
- 10.2 At the meeting, the Chair will explain the complaint against you and go through the evidence that has been gathered. You will have an opportunity to state your case in relation to the allegations and challenge any evidence produced in support of the allegations by AUKN. You will be given a reasonable opportunity to ask questions, present evidence, and call witnesses. You should notify AUKN in advance of the meeting of the names of such witnesses and their relevance to the allegations. You will also be given an opportunity to raise points about any information provided by witnesses. Any witness you have requested to attend a meeting with you who is a fellow work colleague will be given a reasonable amount of time off work to prepare for and attend the meeting.
- 10.3 The proceedings, any statements, and all documents and records relating to disciplinary meetings will be kept confidential.

11. ADJOURNMENT

The Chair may adjourn any disciplinary meeting (including any appeal meeting), for example if further investigation or evidence is required. The meeting will usually be reconvened afterwards.

12. DECISION

At the end of the disciplinary meeting, the Chair will normally adjourn the meeting before making a decision. Following the adjournment, the Chair may issue an oral decision or may deliberate further and issue a decision in writing. In any event, written notification of the outcome of the meeting will usually be sent to you within five working days of the last meeting, or as soon as reasonably practicable, together with an explanation of any disciplinary action to be taken and notification of your right to appeal.

13. LEVELS OF DISCIPLINARY SANCTION

- 13.1 Very minor cases of misconduct will be dealt with informally, with the objective of improving your conduct. Where the matter is more serious, or where you have failed to improve your conduct, formal action will be taken as described below.
- 13.2 There are four levels of formal disciplinary sanction. Other than in cases of gross (serious) misconduct, you will not normally be dismissed for a first offence, but AUKN reserves the right to impose sanctions at any level, or to skip levels, depending on the circumstances of the case.

LEVEL 1: VERBAL WARNING

This will be given in less serious cases and confirmed to you in writing. You will be warned that the consequence of future repetition may result in further disciplinary action. A note of the warning will be kept on your personnel file for a period of 6 months and may be referred to and / or relied upon if there are further instances of misconduct during this period.

LEVEL 2: WRITTEN WARNING

Where misconduct is confirmed, you will usually be given a formal written warning. A first written warning will normally remain in force for 12 months and may be referred to and / or relied upon if there are further instances of misconduct during this period.

LEVEL 3: FINAL WRITTEN WARNING

If you fail to improve or change behaviour during the currency of a prior written warning or where the misconduct, infringement or offence is sufficiently serious, you may be given a final written warning. A final written warning will normally remain in force for 12 months and may be referred to and / or relied upon if there are further instances of misconduct during this period.

LEVEL 4: DISMISSAL OR OTHER SANCTION

If you fail to improve or change behaviour or improve conduct during the currency of a prior warning, or where the misconduct, infringement or offence is sufficiently serious to warrant dismissal, or if you are guilty of an act of gross (serious) misconduct (see paragraph 4 for a non-exhaustive list of examples), dismissal will normally result. A decision to dismiss will only be taken by a manager who has the authority to do so.

Alternatively, a sanction other than dismissal may be imposed (e.g. demotion, loss of seniority). If that is the case you will, as soon as is reasonably practicable, be provided with written confirmation of the action to be taken, how it is to be implemented, the reason for the action, the date on which it will come into force (if appropriate) and information on your right to appeal. These sanctions may be used in conjunction with a written warning.

14. WRITTEN WARNINGS: INFORMATION TO BE PROVIDED

A first or final written warning will set out the nature of the misconduct and the change in behaviour required, and the timescale. It will also set out the consequences of further misconduct within the set period following the warning. A copy of the first or final written warning will be kept on your personnel record. In exceptional cases, depending upon the seriousness and nature of the behaviour, misconduct or infringement, the period for which the warning remains in force may be longer than that specified above. Written warnings will normally be disregarded for disciplinary purposes after 12 months (or any longer period specified in the warning) subject to satisfactory conduct and performance during that time, but will form a permanent part of your personnel record.

15. DISMISSAL: INFORMATION TO BE PROVIDED

Where you are dismissed, you will be given written confirmation setting out details of the reason for dismissal, the date on which your employment

terminated or will terminate, the appropriate period of notice or pay in lieu of notice (if any) and your right to appeal against the dismissal.

16. SUMMARY DISMISSAL

If you are guilty of an act of gross (serious) misconduct or some other fundamental breach of AUKN's rules or of the contract of employment you may be summarily dismissed. This means that there will be no obligation on AUKN to allow you to work your notice period or make a payment in lieu of notice.

17. APPEALS

- 17.1 If you wish to appeal against a disciplinary decision or sanction, you must inform the Chair in writing within five working days of receiving notification of the disciplinary decision, setting out the full grounds of your appeal. If you wish to produce additional evidence to support your case, then this must be provided to the Chair in advance of the appeal meeting.
- 17.2 All appeals will be dealt with as promptly as possible, and a date will be set for the appeal meeting as soon as is reasonably practicable after the Chair has received written notification of your appeal.
- 17.3 Wherever possible, the appeal will be heard by an individual with suitable seniority who has not been involved in the investigation or disciplinary meeting, and who is more senior than the person who heard the disciplinary meeting (the 'Appeal Chair'). Where this is not possible an external HR Consultant may chair the appeal.
- 17.4 You will be informed of the arrangements for the appeal meeting, confirmation of the Appeal Chair, details of any other representative of AUKN who will be present (where possible, another person will be present at the meeting to take notes), and of the right to be accompanied at the appeal meeting.
- 17.5 The Appeal Chair will confirm to you in writing the outcome of the appeal meeting usually within five working days of the appeal meeting, or as soon as is reasonably practicable.
- 17.6 The Appeal Chair's decision will be final. There is no further right of appeal.

Company Vehicle

1 INTRODUCTION

- 1.1 AUKN may, in certain circumstances, provide a vehicle for business use ('Company Vehicle').
- 1.2 This policy outlines the principles and standards AUKN requires those using a Company Vehicle belonging to AUKN to observe. It also explains the action AUKN will take if the terms of this policy are not adhered to.

2 USE OF THE VEHICLE

- 2.1 You must hold a current UK licence to drive a Company Vehicle and must inform AUKN of any summons, conviction, or other driving related offence.

- 2.2 Use of the Company Vehicle is exclusively for business purposes and AUKN will only pay for fuel used during business use, subject to receipts being produced when required.
- 2.3 You do not have any right to be provided with a Company Vehicle for business or private use.
- 2.4 You agree that you will not permit any other person to drive the Company Vehicle other than as specifically authorised in writing.

3 SPEED LIMITS

You must adhere to speed limit restrictions on the respective roads you travel on. AUKN will not intervene on your behalf, should you breach any legislation documented by the Driving Standards Agency. Any money due as a result of a speeding offence will be the liability of you, as the driver.

4 PARKING

- 4.1 Company Vehicles should comply with any parking restrictions in place. Illegally parked Company Vehicles may incur parking fines. Any fines incurred whilst the Company Vehicle is in your possession will be presented to you for prompt payment.
- 4.2 AUKN reserves the right to deduct from your wages the amount of any fines or penalties for parking or traffic offences incurred when using the Company Vehicle, or any other reasonable costs should the Company Vehicle be involved in a road traffic accident or damaged in any other way while being driven by you or in your care.

5 CONDITION OF THE VEHICLE

- 5.1 You are responsible for taking all reasonable steps to ensure that the Company Vehicle provided is kept in good condition, checked, and maintained as required and at the correct intervals, and driven safely at all times.
- 5.2 AUKN operates a no smoking policy in the Company Vehicle.
- 5.3 Where the Company Vehicle is retained overnight you should ensure that it is made secure for insurance purposes.

6 ACCIDENTS

You must report any accident involving the Company Vehicle during the course of your employment with AUKN without any delay. It is your responsibility to obtain all relevant and lawfully required particulars from any other party to an accident.

7 RETURNING THE VEHICLE

- 7.1 AUKN reserves the right to withdraw the use of the Company Vehicle at any time and without notice.
- 7.2 You shall return the Company Vehicle, its keys, and accessories, to AUKN at any time upon demand and in any event immediately after the expiration of such agreement.

8 CONVICTIONS

A conviction for a driving related offence may lead to your dismissal if you are unable to perform your duties without driving a vehicle.

9 BREACHES OF THIS POLICY

Any failures to follow this policy may lead to disciplinary action. In such a case AUKN will follow its Code of Conduct and Disciplinary Procedure.

Compassionate Leave

1. INTRODUCTION

- 1.1 Compassionate leave is designed to enable you to cope with the death of a close relative, make necessary arrangements and attend the funeral. It may also be granted where a close relative is seriously or critically ill.
- 1.2 This policy sets out the approach that AUKN will take in relation to compassionate leave and the steps you should take if you need to make a request for compassionate leave.
- 1.3 AUKN acknowledges the personal nature of bereavement and grief and is committed to supporting eligible workers in practical and reasonable ways.
- 1.4 This policy applies only to eligible workers, including in certain circumstances, agency workers. It does not apply to consultants, contractors, volunteers, interns, casual workers, or self-employed contractors.
- 1.5 Eligible workers have certain statutory rights to unpaid time off to care for a dependant. Further details are set out in AUKN's Time Off for Dependents Policy. This policy should be read in conjunction with that policy as, in some circumstances, there may be a degree of overlap between them, which are highlighted elsewhere in this policy. Where you have a right to leave in similar circumstances in respect of a particular family member under both this policy and AUKN's Time Off for Dependents Policy, you may exercise your right under only one of the policies, not both.
- 1.6 Eligible workers also have the right to parental bereavement leave and pay following the death of a child. For further information, see AUKN's Parental Bereavement Leave Policy. This policy should be read in conjunction with that policy as, in some circumstances, there may be a degree of overlap between them. Where you have a right to leave in respect of the death of a child under both this policy and the Parental Bereavement Leave Policy, you may exercise your right under both policies, or under only one of them if you prefer, however if you choose to take both parental bereavement leave and compassionate leave, your compassionate leave under this policy will be unpaid.
- 1.7 This policy does not form part of any contract of employment and AUKN may amend it at any time.

2. LEAVE ENTITLEMENT

- 2.1 You are entitled to request a 'reasonable period' of compassionate leave, in respect of a 'close relative' (see paragraph 2.2). A 'reasonable period' would generally be considered to be up to 5 working days.

- 2.2 By 'close relative' AUKN means a spouse or partner, child (including a child in respect of whom you are the adoptive parent or legal guardian or carer), stepchild, parent, step-parent, parent-in-law, brother, sister, stepbrother, step-sister, brother-in-law or sister-in-law, grandparent, grandchild, son-in-law or daughter-in-law.

3. REQUESTING COMPASSIONATE LEAVE

- 3.1 AUKN acknowledges that you may not be able to request compassionate leave in advance. However, you should notify your Manager of your request to take leave as soon as possible or, at the latest, on the first day of absence. In exceptional circumstances, applications for leave will be considered after the first day of absence.
- 3.2 You should tell your Manager of the reason for your request and the number of days for which you expect to be absent. You may also wish to discuss with your Manager what, if anything, should be communicated to your colleagues regarding your absence if your request is granted.
- 3.3 Compassionate leave does not have to be taken on consecutive days but, where possible, you should discuss and agree with your Manager the dates on which your leave will be taken.
- 3.4 AUKN reserves the right to refuse any requests for compassionate leave, including where there are business reasons for doing so.

4. PAY

Leave under this policy is unpaid.

5. ANNUAL LEAVE AND UNPAID LEAVE

- 5.1 You may ask to take annual leave at short notice to supplement your compassionate leave, or where your request for compassionate leave has been unsuccessful. Alternatively, AUKN may, at its discretion, grant you further unpaid leave in those circumstances. You should make your request for such leave to your Manager in accordance with the usual procedure for requesting leave.
- 5.2 In the event of the death of a close relative while you are on annual leave, you may request to convert the relevant period of annual leave into compassionate leave and take that annual leave at a future date.

6. RETURN TO WORK

- 6.1 If you remain unable to return to work following a period of authorised compassionate leave, you should contact your Manager. It may be appropriate for you to take a period of annual leave (subject to your Manager's approval), or AUKN may, at its discretion, allow a further period of unpaid leave (see paragraph 5 above).
- 6.2 In certain circumstances a full return to work may not be possible for an eligible worker following the death of an immediate relative, for example, when the eligible worker's grief is likely to impact on their ability to perform their role, or where new childcare arrangements have to be sourced or responsibility for the care of an elderly parent has transferred to the eligible worker.

- 6.3 In such instances AUKN will consider a phased return to work on a part-time or reduced-hours basis where practicable. Alternative duties may also be considered. Any such arrangement would need to be agreed in advance by your Manager, would be subject to an agreed maximum duration and would be managed in line with AUKN's Flexible Working *Policy*.

7. SUPPORT

- 7.1 AUKN acknowledges that compassionate leave is intended to support eligible workers in the immediate period around the death of a relative. However, the process of grief, the natural reaction and adjustment to loss and change may take a significant time and will be personal to each individual.
- 7.2 If you have any concerns about the grieving process impacting on your work performance, you should discuss this in confidence with your Manager, to ensure that any reasonable adjustments that may be necessary are discussed and put in place and that you are supported in your return to the full range of duties and responsibilities that you had prior to the bereavement or that your duties and responsibilities are adjusted (as necessary) with the prior agreement of your Manager.

8. HEALTH AND SAFETY

- 8.1 Bereavement can have an impact on concentration, sleep, and decision-making. AUKN's health and safety assessment of the workplace will include consideration of the impact of bereavement on eligible workers, their duties and responsibilities and the context in which they are working.
- 8.2 If you are concerned about your ability to conduct your duties safely in the weeks following a bereavement, you must discuss this with your Manager.

9. CULTURE AND DIVERSITY

- 9.1 AUKN recognises that different cultures respond to death in significantly different ways.
- 9.2 AUKN will check whether an eligible worker's religion or culture requires them to observe any particular practices or make special arrangements which would necessitate them being off work at a particular time. Eligible workers should not assume that the management are aware of any such requirements and should draw this to your Manager's attention as soon as possible.

Criminal Records and DBS Checks

1. INTRODUCTION

- 1.1 This document sets out AUKN's policy on asking questions and carrying out Disclosure and Barring Service (DBS) checks regarding a prospective eligible worker (or eligible worker's) criminal record.
- 1.2 This policy does not form part of any contract of employment but is a policy statement describing the way in which equal opportunities issues are dealt with by AUKN.
- 1.3 AUKN has introduced this policy as a commitment to comply with the DBS Code of Practice, to treat prospective eligible workers fairly and not to

discriminate unfairly against any subject of a criminal record check on the basis of a conviction or other information revealed.

2. POLICY STATEMENT

- 2.1 AUKN is committed to the fair treatment of its staff, potential staff, or users of its services, regardless of their offending background, i.e. their criminal record.
- 2.2 AUKN promotes equality of opportunity for all with the right mix of talent, skills, and potential, and welcomes applications from a wide range of candidates, including those with criminal records. AUKN selects all candidates for interview based on their skills, qualifications, and experience.

3. REQUESTING INFORMATION OR A DBS CERTIFICATE

- 3.1 The level of DBS check that AUKN is entitled to request will depend on the position for which the prospective eligible worker's suitability is being assessed. AUKN may request:
 - 3.1.1 a criminal record certificate (CRC) if the position is excepted from the protections of the Rehabilitation of Offenders Act 1974 (i.e. included in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 as amended);
- 3.2 An enhanced criminal record certificate (ECRC) if the position is:
 - 3.2.1 excepted from the protections of the Rehabilitation of Offenders Act 1974 (i.e. included in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 as amended); and
 - 3.2.2 prescribed in the Police Act 1997 (Criminal Records) Regulations 2002
- 3.3 In addition, a search of the *adults'* barred list if the position is:
 - 3.3.1 eligible for an ECRC; and
 - 3.3.2 prescribed in the Police Act 1997 (Criminal Records) Regulations 2009 as one for which the adults' barred list may be checked.
- 3.4 AUKN will only ask an individual to provide details of convictions and cautions that AUKN is legally entitled to know about. Where a CRC or ECRC can legally be requested, AUKN may only ask an individual about convictions and cautions that are not protected, i.e. that are not 'filtered'.

4. FILTERING OF PROTECTED CONVICTIONS AND CAUTIONS

- 4.1 From 29 May 2013, certain old and minor convictions and cautions are 'protected', which means:
 - 4.1.1 they are filtered out of a DBS check;
 - 4.1.2 they need not be disclosed by prospective eligible workers to AUKN; and
 - 4.1.3 they will not be taken into account by AUKN in making decisions about employing a prospective eligible worker.

- 4.2 Certain 'listed offences' will never be filtered out. The list includes offences which are particularly serious, relate to sexual or violent offending or are relevant in the context of safeguarding.
- 4.3 A conviction will be a protected conviction (i.e. filtered) if:
- 4.3.1 the offence was not a listed offence;
 - 4.3.2 it did not result in a custodial sentence (or sentence of service detention);
 - 4.3.3 it is the individual's only conviction; and
 - 4.3.4 where the individual was an adult at the time of conviction, 11 years or more have passed since the date of the conviction (five years six months if the individual was under 18 at the time).
- 4.4 A caution will be a protected caution (i.e. filtered) if:
- 4.4.1 the offence was not a listed offence; and
 - 4.4.2 where the individual was an adult at the time of the caution, six years or more have passed since the date of the caution (two years if the individual was under 18 at the time).
- 4.5 As part of an ECRC, the police may also disclose information that they reasonably believe is relevant and ought to be included.

5. BEFORE APPLYING FOR A DBS CHECK

- 5.1 AUKN will apply to the DBS for a criminal record check only after a thorough risk assessment has indicated that one is both proportionate and relevant to the position concerned. For those positions where a criminal record check is identified as necessary, all application forms, job adverts and recruitment briefs will contain a statement that an application for a DBS certificate will be submitted in the event of the individual being offered the position.
- 5.2 As part of the recruitment process for a position where a DBS check may be carried out, prospective eligible workers will be asked if they have any convictions, cautions, reprimands, or warnings that are not 'protected' as defined by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 as amended.
- 5.3 AUKN will ensure that all those within the organisation who are involved in the recruitment process:
- 5.3.1 have been suitably trained to identify and assess the relevance and circumstances of offences; and
 - 5.3.2 have received appropriate guidance and training in the relevant legislation relating to the employment of ex-offenders, e.g. the Rehabilitation of Offenders Act 1974.
- 5.4 AUKN will discuss any matter revealed on a DBS certificate with the individual seeking the position before withdrawing a conditional offer of employment.

6. WHERE AN UNPROTECTED CONVICTION OR CAUTION IS DISCLOSED

- 6.1 If AUKN has concerns about the information that has been disclosed by the DBS, or the information is not as expected, AUKN will discuss its concerns with the prospective eligible worker and carry out a risk assessment.
- 6.2 AUKN has a legal duty, when recruiting staff to work in regulated activity with children or vulnerable adults, to check whether they are on the relevant children's or adults' barred list. If a prospective eligible worker's name does appear on the relevant barred list, it would be against the law for AUKN to employ the individual to work or volunteer with the relevant group.
- 6.3 If a prospective eligible worker is not barred from working with the relevant group, but nevertheless has a criminal record it is up to AUKN to decide on his or her suitability for the role. AUKN will not refuse a prospective eligible worker employment simply on the basis that they have a criminal record. Before making a decision, AUKN will:
 - 6.3.1 give the prospective eligible worker the opportunity to address its concerns before making any decisions; and
 - 6.3.2 carry out a risk assessment.
- 6.4 In carrying out a risk assessment, AUKN will take account of:
 - 6.4.1 the relevance of the conviction or other matter revealed to the position in question;
 - 6.4.2 the seriousness of the offence or other matter revealed;
 - 6.4.3 the circumstances of the offence;
 - 6.4.4 the age of the offence;
 - 6.4.5 whether there is a pattern of offending; and
 - 6.4.6 whether circumstances have changed since the offending took place.

7. BANKRUPT

- 7.1 Where an eligible worker is made bankrupt, it is their responsibility to notify the Chief Executive.
- 7.2 Any information provided to the Chief Executive will be treated in the strictest of confidence.

Data Protection and Personal Records

1 INTRODUCTION

- 1.1 AUKN obtains, keeps, and uses personal information (also referred to as data) about job applicants and about current and former eligible workers, temporary and agency workers, contractors, interns, volunteers, and apprentices for a number of specific lawful purposes, as set out in this policy.

- 1.2 This policy sets out how AUKN complies with its data protection obligations and seek to protect personal information relating to their workforce. Its purpose is also to ensure that staff understand and comply with the rules governing the collection, use and deletion of personal information to which they may have access in the course of their work.
- 1.3 AUKN is committed to complying with their data protection obligations, and to being concise, clear, and transparent about how they obtain and use personal information relating to their workforce, and how (and when) they delete that information once it is no longer required.
- 1.4 AUKN is responsible for informing and advising its eligible workers on its data protection obligations, and for monitoring compliance with those obligations and with AUKN's policies. If you have any questions or comments about the content of this policy or if you need further information, you should contact the Chief Executive.

2 SCOPE

- 2.1 This policy applies to the personal information of job applicants and current and former staff, including eligible workers, temporary and agency workers, interns, volunteers, and apprentices.
- 2.2 Eligible workers should refer to both this policy and, where appropriate, to other relevant policies including AUKN's Internet, Email and Communications Policy, *and Social Media Policy*, which contain further information regarding the protection of personal information in those contexts.

3 DEFINITIONS

criminal records information	means personal information relating to criminal convictions and offences, allegations, proceedings, and related security measures;
data breach	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal information;
data subject	means the individual to whom the personal information relates;
personal information	(sometimes known as personal data) means information relating to an individual who can be identified (directly or indirectly) from that information;
processing information	means obtaining, recording, organising, storing, amending, retrieving, disclosing and/or destroying information, or using or doing anything with it;
pseudonymised	means the process by which personal information is processed in such a way that it cannot be used to identify an individual without the use of additional information, which is kept separately and subject to technical and organisational measures to ensure that the personal information cannot be attributed to an identifiable individual;

sensitive personal information

(sometimes known as ‘special categories of personal data’ or ‘sensitive personal data’) means personal information about an individual’s race, ethnic origin, political opinions, religious or philosophical beliefs, trade union membership (or non-membership), genetics information, biometric information (where used to identify an individual) and information concerning an individual’s health, sex life or sexual orientation.

4 DATA PROTECTION PRINCIPLES

4.1 AUKN will comply with the following data protection principles when processing personal information:

- 4.1.1 they will process personal information lawfully, fairly and in a transparent manner;
- 4.1.2 they will collect personal information for specified, explicit and legitimate purposes only, and will not process it in a way that is incompatible with those legitimate purposes;
- 4.1.3 they will only process the personal information that is adequate, relevant, and necessary for the relevant purposes;
- 4.1.4 they will keep accurate and up to date personal information, and take reasonable steps to ensure that inaccurate personal information is deleted or corrected without delay;
- 4.1.5 they will keep personal information in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the information is processed; and
- 4.1.6 they will take appropriate technical and organisational measures to ensure that personal information is kept secure and protected against unauthorised or unlawful processing, and against accidental loss, destruction, or damage.

5 BASIS FOR PROCESSING PERSONAL INFORMATION

5.1 In relation to any processing activity AUKN will, before the processing starts for the first time, and then regularly while it continues:

- 5.1.1 review the purposes of the particular processing activity, and select the most appropriate lawful basis (or bases) for that processing, i.e.:
 - (a) that the data subject has consented to the processing;
 - (b) that the processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;
 - (c) that the processing is necessary for compliance with a legal obligation to which AUKN is subject;
 - (d) that the processing is necessary for the protection of the vital interests of the data subject or another natural person;
 - (e) that the processing is necessary for the purposes of legitimate interests of AUKN or a third party, except where those interests are overridden by the interests of fundamental rights and freedoms of the data subject—see paragraph 5.2 below.

- 5.1.2 except where the processing is based on consent, AUKN will satisfy themselves that the processing is necessary for the purpose of the relevant lawful basis (i.e. that there is no other reasonable way to achieve that purpose);
 - 5.1.3 document their decision as to which lawful basis applies, to help demonstrate their compliance with the data protection principles;
 - 5.1.4 include information about both the purposes of the processing and the lawful basis for it in their relevant privacy notice(s);
 - 5.1.5 where sensitive personal information is processed, also identify a lawful special condition for processing that information (see paragraph 6.2.2 below), and document it; and
 - 5.1.6 where criminal offence information is processed, also identify a lawful condition for processing that information, and document it.
- 5.2 When determining whether AUKN's legitimate interests are the most appropriate basis for lawful processing, they will:
- 5.2.1 conduct a legitimate interest's assessment (LIA) and keep a record of it, to ensure that AUKN can justify their decision;
 - 5.2.2 if the LIA identifies a significant privacy impact, consider whether AUKN also need to conduct a data protection impact assessment (DPIA);
 - 5.2.3 keep the LIA under review, and repeat it if circumstances change; and
 - 5.2.4 include information about their legitimate interests in their relevant privacy notice(s).

6 SENSITIVE PERSONAL INFORMATION

- 6.1 Sensitive personal information is sometimes referred to as 'special categories of personal data' or 'sensitive personal data'.
- 6.2 AUKN may from time to time need to process sensitive personal information. They will only process sensitive personal information if:
- 6.2.1 they have a lawful basis for doing so as set out in paragraph 5.1.1 above, e.g. it is necessary for the performance of the employment contract, to comply with AUKN's legal obligations or for the purposes of AUKN's legitimate interests; and
 - 6.2.2 one of the special conditions for processing sensitive personal information applies, e.g.:
 - (a) the data subject has given explicit consent;
 - (b) the processing is necessary for the purposes of exercising the employment law rights or obligations of AUKN or the data subject;
 - (c) the processing is necessary to protect the data subject's vital interests, and the data subject is physically incapable of giving consent;
 - (d) processing relates to personal data which are manifestly made public by the data subject;
 - (e) the processing is necessary for the establishment, exercise, or defence of legal claims; or

- (f) the processing is necessary for reasons of substantial public interest.
- 6.3 Before processing any sensitive personal information, staff must notify the Chief Executive of the proposed processing, in order that they may assess whether the processing complies with the criteria noted above.
- 6.4 Sensitive personal information will not be processed until:
 - 6.4.1 the assessment referred to in paragraph 6.3 has taken place; and
 - 6.4.2 the individual has been properly informed (by way of a privacy notice or otherwise) of the nature of the processing, the purposes for which it is being carried out and the legal basis for it.
- 6.5 AUKN's *data protection privacy notice* sets out the types of sensitive personal information that AUKN processes, what it is used for and the lawful basis for the processing.
- 6.6 In relation to sensitive personal information, AUKN will comply with the procedures set out in paragraphs 6.7 and 6.8 below to make sure that it complies with the data protection principles set out in paragraph 4 above.
- 6.7 **During the recruitment process:** AUKN will ensure that (except where the law permits otherwise):
 - 6.7.1 during the short-listing, interview and decision-making stages, no questions are asked relating to sensitive personal information, e.g. race or ethnic origin, trade union membership or health;
 - 6.7.2 if sensitive personal information is received, e.g. the applicant provides it without being asked for it within his or her CV or during the interview, no record is kept of it and any reference to it is immediately deleted or redacted;
 - 6.7.3 any completed equal opportunities monitoring form is kept separate from the individual's application form, and not be seen by the person shortlisting, interviewing, or making the recruitment decision;
 - 6.7.4 'right to work' checks are carried out before an offer of employment is made unconditional, and not during the earlier short-listing, interview, or decision-making stages;
 - 6.7.5 AUKN will only ask health questions once an offer of employment has been made.
- 6.8 **During employment:** AUKN will process:
 - 6.8.1 health information for the purposes of administering sick pay, keeping sickness absence records, monitoring staff attendance, and facilitating employment-related health and sickness benefits;
 - 6.8.2 sensitive personal information for the purposes of equal opportunities monitoring and pay equality reporting. Where possible, this information will be anonymised.

7 CRIMINAL RECORDS INFORMATION

Criminal records information will be processed in accordance with AUKN's requirement to complete DBS checks.

8 DATA PROTECTION IMPACT ASSESSMENTS (DPIAs)

- 8.1 Where processing is likely to result in a high risk to an individual's data protection rights (e.g. where AUKN is planning to use a new form of technology), they will, before commencing the processing, carry out a DPIA to assess:
- 8.1.1 whether the processing is necessary and proportionate in relation to its purpose;
 - 8.1.2 the risks to individuals; and
 - 8.1.3 what measures can be put in place to address those risks and protect personal information.
- 8.2 Before any new form of technology is introduced, the manager responsible should therefore contact the Chief Executive in order that a DPIA can be carried out.

9 DOCUMENTATION AND RECORDS

- 9.1 AUKN will keep written records of processing activities which are high risk, i.e. which may result in a risk to individuals' rights and freedoms or involve sensitive personal information or criminal records information, including:
- 9.1.1 the name and details of the organisation (and where applicable, of other controllers, the representative and DPO);
 - 9.1.2 the purposes of the processing;
 - 9.1.3 a description of the categories of individuals and categories of personal data;
 - 9.1.4 categories of recipients of personal data;
 - 9.1.5 where relevant, details of transfers to third countries, including documentation of the transfer mechanism safeguards in place;
 - 9.1.6 where possible, retention schedules; and
 - 9.1.7 where possible, a description of technical and organisational security measures.
- 9.2 As part of their record of processing activities AUKN documents, or links to documentation:
- 9.2.1 information required for privacy notices;
 - 9.2.2 records of consent;
 - 9.2.3 controller-processor contracts;
 - 9.2.4 the location of personal information;
 - 9.2.5 DPIAs; and
 - 9.2.6 records of data breaches.
- 9.3 If AUKN processes sensitive personal information or criminal records information, they will keep written records of:
- 9.3.1 the relevant purpose(s) for which the processing takes place, including (where required) why it is necessary for that purpose;

- 9.3.2 the lawful basis for their processing; and
 - 9.3.3 whether they retain and erase the personal information in accordance with their policy document and, if not, the reasons for not following their policy.
- 9.4 AUKN will conduct regular reviews of the personal information they process and update their documentation accordingly. This may include:
 - 9.4.1 carrying out information audits to find out what personal information AUKN holds;
 - 9.4.2 distributing questionnaires and talking to staff across the company to get a more complete picture of their processing activities; and
 - 9.4.3 reviewing their policies, procedures, contracts, and agreements to address areas such as retention, security, and data sharing.
- 9.5 AUKN documents their processing activities in electronic form so they can add, remove, and amend information easily.

10 PRIVACY NOTICE

- 10.1 AUKN will issue privacy notices from time to time, informing you about the personal information that they collect and hold relating to you, how you can expect your personal information to be used and for what purposes.
- 10.2 AUKN will take appropriate measures to provide information in privacy notices in a concise, transparent, intelligible, and easily accessible form, using clear and plain language.

11 INDIVIDUAL RIGHTS

- 11.1 You (in common with other data subjects) have the following rights in relation to your personal information:
 - 11.1.1 to be informed about how, why and on what basis that information is processed—see AUKN’s data protection privacy notice;
 - 11.1.2 to obtain confirmation that your information is being processed and to obtain access to it and certain other information, by making a subject access request;
 - 11.1.3 to have data corrected if it is inaccurate or incomplete;
 - 11.1.4 to have data erased if it is no longer necessary for the purpose for which it was originally collected/processed, or if there are no overriding legitimate grounds for the processing (this is sometimes known as ‘the right to be forgotten’);
 - 11.1.5 to restrict the processing of personal information where the accuracy of the information is contested, or the processing is unlawful (but you do not want the data to be erased), or where AUKN no longer needs the personal information, but you require the data to establish, exercise or defend a legal claim; and
 - 11.1.6 to restrict the processing of personal information temporarily where you do not think it is accurate (and AUKN is verifying whether it is accurate), or where you have objected to the processing (and AUKN is considering whether the organisation’s legitimate grounds override your interests).

- 11.2 If you wish to exercise any of the rights in paragraphs 11.1.3 to 11.1.6, please contact the Chief Executive.

12 INDIVIDUAL OBLIGATIONS

- 12.1 Individuals are responsible for helping AUKN keep their personal information up to date. You should let your Manager know if the information you have provided to AUKN changes, for example if you move house or change details of the bank or building society account to which you are paid.
- 12.2 You may have access to the personal information of other members of staff, suppliers and customers or clients of AUKN in the course of your employment or engagement. If so, AUKN expects you to help meet its data protection obligations to those individuals. For example, you should be aware that they may also enjoy the rights set out in paragraph 11.1 above.
- 12.3 If you have access to personal information, you must:
- 12.3.1 only access the personal information that you have authority to access, and only for authorised purposes;
 - 12.3.2 only allow other eligible workers to access personal information if they have appropriate authorisation;
 - 12.3.3 only allow individuals who are not eligible workers to access personal information if you have specific authority to do so from the Chief Executive;
 - 12.3.4 keep personal information secure (e.g. by complying with rules on access to premises, computer access, password protection and secure file storage and destruction);
 - 12.3.5 not remove personal information, or devices containing personal information (or which can be used to access it), from AUKN's premises unless appropriate security measures are in place (such as pseudonymisation, encryption or password protection) to secure the information and the device; and
 - 12.3.6 not store personal information on local drives or on personal devices that are used for work purposes.
- 12.4 You should contact the Chief Executive if you are concerned or suspect that one of the following has taken place (or is taking place or likely to take place):
- 12.4.1 processing of personal data without a lawful basis for its processing or, in the case of sensitive personal information, without one of the conditions in paragraph 6.2.2 being met;
 - 12.4.2 any data breach as set out in paragraph 15.1 below;
 - 12.4.3 access to personal information without the proper authorisation;
 - 12.4.4 personal information not kept or deleted securely;
 - 12.4.5 removal of personal information, or devices containing personal information (or which can be used to access it), from AUKN's premises without appropriate security measures being in place;
 - 12.4.6 any other breach of this policy or of any of the data protection principles set out in paragraph 4.1 above.

13 INFORMATION SECURITY

- 13.1 AUKN will use appropriate technical and organisational measures in accordance with their policies to keep personal information secure, and in particular to protect against unauthorised or unlawful processing and against accidental loss, destruction, or damage.
- 13.2 These may include:
 - 13.2.1 making sure that, where possible, personal information is pseudonymised or encrypted;
 - 13.2.2 ensuring the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 13.2.3 ensuring that, in the event of a physical or technical incident, availability and access to personal information can be restored in a timely manner; and
 - 13.2.4 a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 13.3 Where AUKN uses external organisations to process personal information on its behalf, additional security arrangements need to be implemented in contracts with those organisations to safeguard the security of personal information. In particular, contracts with external organisations must provide that:
 - 13.3.1 the organisation may act only on the written instructions of AUKN;
 - 13.3.2 those processing the data are subject to a duty of confidence;
 - 13.3.3 appropriate measures are taken to ensure the security of processing;
 - 13.3.4 sub-contractors are only engaged with the prior consent of AUKN and under a written contract;
 - 13.3.5 the organisation will assist AUKN in providing subject access and allowing individuals to exercise their rights in relation to data protection;
 - 13.3.6 the organisation will assist AUKN in meeting its obligations in relation to the security of processing, the notification of data breaches and data protection impact assessments;
 - 13.3.7 the organisation will delete or return all personal information to AUKN as requested at the end of the contract; and
 - 13.3.8 the organisation will submit to audits and inspections, provide AUKN with whatever information it needs to ensure that they are both meeting their data protection obligations, and tell AUKN immediately if it is asked to do something infringing data protection law.
- 13.4 Before any new agreement involving the processing of personal information by an external organisation is entered into, or an existing agreement is altered, the relevant staff must seek approval of its terms by the Chief Executive.

14 STORAGE AND RETENTION OF PERSONAL INFORMATION

- 14.1 Personal information (and sensitive personal information) will be kept securely.

14.2 Personal information (and sensitive personal information) should not be retained for any longer than necessary. The length of time over which data should be retained will depend upon the circumstances, including the reasons why the personal information was obtained. Where there is any uncertainty, staff should consult the Chief Executive.

14.3 Personal information (and sensitive personal information) that is no longer required will be deleted permanently from AUKN's information systems and any hard copies will be destroyed securely.

15 DATA BREACHES

15.1 A data breach may take many different forms, for example:

15.1.1 loss or theft of data or equipment on which personal information is stored;

15.1.2 unauthorised access to or use of personal information either by a member of staff or third party;

15.1.3 loss of data resulting from an equipment or systems (including hardware and software) failure;

15.1.4 human error, such as accidental deletion or alteration of data;

15.1.5 unforeseen circumstances, such as a fire or flood;

15.1.6 deliberate attacks on IT systems, such as hacking, viruses, or phishing scams; and

15.1.7 'blagging' offences, where information is obtained by deceiving the organisation which holds it.

15.2 AUKN will:

15.2.1 make the required report of a data breach to the Information Commissioner's Office without undue delay and, where possible within 72 hours of becoming aware of it, if it is likely to result in a risk to the rights and freedoms of individuals; and

15.2.2 notify the affected individuals if a data breach is likely to result in a high risk to their rights and freedoms and notification is required by law.

16 INTERNATIONAL TRANSFERS

AUKN will shall take reasonable steps to ensure an adequate level of protection for all personal and sensitive data transferred outside of the UK.

17 TRAINING

AUKN will ensure that staff are adequately trained regarding their data protection responsibilities. Individuals whose roles require regular access to personal information, or who are responsible for implementing this policy or responding to subject access requests under this policy, will receive additional training to help them understand their duties and how to comply with them.

18 CONSEQUENCES OF FAILING TO COMPLY

18.1 AUKN takes compliance with this policy very seriously. Failure to comply with the policy:

- 18.1.1 puts at risk the individuals whose personal information is being processed; and
 - 18.1.2 carries the risk of significant civil and criminal sanctions for the individual and AUKN; and
 - 18.1.3 may, in some circumstances, amount to a criminal offence by the individual.
- 18.2 Due to the importance of this policy, an eligible worker's failure to comply with any requirement of it may lead to disciplinary action under AUKN's procedures, and this action may result in dismissal for gross misconduct. If an eligible or non-eligible worker breaches this policy, they may have their contract terminated with immediate effect.
- 18.3 If you have any questions or concerns about anything in this policy, do not hesitate to contact the Chief Executive.

Dress Code and Appearance

1. INTRODUCTION

- 1.1 The fundamental aim of the Dress Code and Appearance Policy of AUKN, set out below, is to ensure that those representing AUKN present a positive image of the organisation, and appear professional and business-like through their attire and personal appearance at work.
- 1.2 You are reminded that whilst at work, or otherwise on the business of AUKN, you must represent AUKN to the outside world, and are therefore expected to dress in a manner that is suitable and appropriate to the organisation.
- 1.3 The dress code and appearance policy is also designed to ensure that individuals are safe and dressed appropriately. AUKN recognises the diverse nature of its workforce in terms of culture, religion and disability. However, health and safety considerations take priority when applying this policy.
- 1.4 This policy applies to all eligible workers, contractors, agency staff, volunteers, or interns.
- 1.5 AUKN is the sole judge of what is, and what is not, appropriate attire for the purposes of this policy.
- 1.6 This dress code and appearance policy is not exhaustive in defining acceptable standards of dress and appearance, and individuals should use common sense in order to adhere to the principles underpinning the policy.
- 1.7 If you are in any doubt whether any aspect of their appearance or attire is appropriate for the purpose of this policy, you should seek guidance from your Manager.
- 1.8 You should familiarise yourself with the dress code and appearance policy and must comply with the rules set out in it. This policy does not otherwise form part of any contract of employment or otherwise have contractual effect. AUKN reserves the right to make additions or alterations to the policy from time to time.

1.9 Failure to comply with this dress code and appearance policy may result in an individual being required to change their attire or being sent home. Repeated or serious non-compliance with the rules in this policy could lead to disciplinary action under AUKN's Code of Conduct and Disciplinary Procedure.

1.10 Any individual who is dissatisfied with AUKN's decision not to allow them to wear particular dress or attire should follow the appeal process under the Code of Conduct and Disciplinary Procedure, or, if that procedure has not started, follow AUKN's Grievance Procedure.

2. DRESS CODE

2.1 Employees are expected to dress in a manner that is suitable and appropriate to AUKN's organisation.

2.2 When working at client sites or business premises, individuals should dress in a manner which reflects the dress code of the client. Employees should never be less formally dressed than the client.

2.3 Footwear must be safe, smart and have regard to health and safety considerations.

2.4 Headscarves or other headwear worn for religious purposes are permitted unless they pose a health and safety hazard.

3. UNIFORM

3.1 Where applicable, individuals must wear the uniform issued to them by AUKN at all times during their working hours, unless specifically instructed otherwise by their manager.

3.2 Individuals are responsible for ensuring that their uniform is kept clean and tidy, and should notify their manager immediately if it is, or becomes, damaged or discoloured in any way, so that a replacement may be issued if required.

3.3 Individuals will be responsible for the cost of replacing any uniform which is lost or damaged unless informed otherwise.

3.4 All items of uniform must be returned promptly to AUKN upon request on termination of employment.

4. PERSONAL PROTECTIVE EQUIPMENT ('PPE')

4.1 PPE is defined in the Personal Protective Equipment at Work Regulations 1992 as meaning all equipment which is intended to be worn or held by a person who is at work, and which protects him or her against one or more risks to his or her health and safety.

4.2 AUKN will provide you with any appropriate and/or necessary items of PPE.

4.3 Whenever required by law or by AUKN's rules, you must wear the protective clothing and equipment provided for you by AUKN.

4.4 AUKN will carry out the assessment on the suitability of the PPE equipment and will maintain and replace PPE as necessary in accordance with the manufacturer's advice.

- 4.5 AUKN will provide relevant information and training to enable you to make proper effective use of PPE. Training will include:
- 4.5.1 an explanation of the risks present and why the PPE is being used;
 - 4.5.2 how to operate the PPE and any limitations of the equipment which may affect the protection offered;
 - 4.5.3 instructions on the storage of the PPE; and
 - 4.5.4 the arrangements for reporting loss or defects.
- 4.6 It is your responsibility to use PPE in accordance with training and to report any loss or defect immediately.
- 5. RELAXATION OF DRESS CODE POLICY**

AUKN may permit temporary relaxations of its rules in particular situations, such as extreme weather conditions. If so, AUKN will provide further information as to acceptable attire for the relevant period.

Driving For Work

1. INTRODUCTION

- 1.1 This policy applies to all eligible workers of AUKN who drive for work-related purposes, which may include, but is not limited to, making visits to actual or prospective customers, clients, service users, contractors or suppliers of AUKN, or other offices or branches of AUKN.
- 1.2 This policy should be read in conjunction with AUKN's Company Vehicle Policy and Expenses Policy.

2. ELIGIBILITY

- 2.1 You must hold a current UK licence in order to drive for work-related purposes, and where you are expected to drive for work-related purposes you must inform AUKN if you do not hold, or no longer hold, a current UK licence. You must also inform AUKN of any summons, conviction, or other driving-related offence.
- 2.2 Where you are required to use your own vehicle for work-related purposes, and this has been authorised in advance by AUKN, you must ensure that your vehicle holds a valid MOT certificate and is appropriately insured for business use. Supporting documentary evidence should be provided to AUKN upon request.

3. SPEED LIMITS

- 3.1 Drivers must adhere to speed limit restrictions on the respective roads they travel on for work-related purposes.
- 3.2 AUKN will not intervene on your behalf should you breach any legislation documented by the Driving Standards Agency.
- 3.3 Any payments due as a result of a speeding offence will be the liability of the driver, and is expected that prompt payment will be made.

4. PARKING

- 4.1 Vehicles used for work-related purposes should comply with any parking restrictions in place. Illegally parked vehicles may incur parking fines, which will be the liability of the driver.
- 4.2 Notice of any fines incurred, that are received by AUKN, will be presented to the driver for prompt payment.

5. SAFE STANDARDS OF DRIVING

- 5.1 When driving for work-related purposes, you must drive within the law and abide by all requirements of road traffic and criminal law, and the Highway Code, including ensuring that:
 - 5.1.1 you are fit to drive;
 - 5.1.2 traffic signs and speed limits are observed; and
 - 5.1.3 the vehicle is parked properly and not in breach of any road traffic regulations
- 5.2 Drivers are prohibited from driving for work-related purposes whilst under the influence of any intoxicating substances such as alcohol or drugs.
- 5.3 It is illegal to drive if you are unfit to do so because you are under the influence of drugs i.e. your driving is impaired due to the influence of drugs, or because you have levels of alcohol or illegal drugs in your blood that exceeds the specified limit for alcohol or the particular drug (even if this has not affected your driving).
- 5.4 Drivers who are taking any prescription drugs or other over the counter medication which may cause drowsiness should inform their manager prior to driving as this may affect their ability to drive. In particular, it is illegal to drive, even with legally prescribed drugs in the blood, if it impairs the individual's driving and causes them to be unfit to drive.
- 5.5 Finally, it is an offence to drive if you have levels of some legal prescription drugs in your blood that exceeds the specified limit for that particular drug, and you have either not been prescribed them or you have not taken them in accordance with the advice of the healthcare professional who prescribed or supplied them and with the manufacturer's instructions. These drugs include clonazepam, diazepam, flunitrazepam, methadone, morphine, oxazepam and temazepam. Drivers should talk to their doctor about whether they should drive if they have been prescribed any of these drugs.

6. ACCIDENTS

- 6.1 You must report any accident that takes place, whilst driving for work-related purposes during the course of your employment with AUKN, without any delay.
- 6.2 It is your responsibility to obtain all relevant and lawfully required particulars from any other party to an accident.

7. DRIVING OFFENCES AND OTHER MOTORING INCIDENTS

- 7.1 You must immediately inform AUKN if:

- 7.1.1 you are prosecuted or to be prosecuted for or convicted of any road traffic offence;
 - 7.1.2 you receive a parking ticket for any alleged or actual parking violation in the course of your employment;
 - 7.1.3 while driving in the course of your employment you are involved in any motoring accident or incident potentially giving rise to a claim (whether by you or a third party) or which is otherwise required to be notified to the insurers by AUKN under the terms of any insurance policy held by it;
 - 7.1.4 your driving licence is endorsed; or
 - 7.1.5 you are disqualified from holding a driving licence.
- 7.2 A conviction for a driving-related offence may lead to your dismissal if you are unable to perform your duties without driving a vehicle.
- 8. BREACH OF THIS POLICY**
- 8.1 A failure to observe the rules contained within this policy will be regarded as a disciplinary offence and will be dealt with in accordance with AUKN's Code of Conduct and Disciplinary Procedure.
- 8.2 Depending upon the seriousness of the breach it may constitute potential gross misconduct and lead to summary dismissal.

Emergency Procedures

1. DESIGNATED SECTION

- 1.1 AUKN has:
- 1.1.1 designated exit points from the building; and
 - 1.1.2 a designated assembly area outside the building.
- 1.2 Regular drills will be conducted to help everyone familiarise themselves with their role and responsibilities to themselves and each other in the event of an emergency. These are important and must be taken seriously.
- 1.3 When working at client premises, it is your responsibility to read and follow their emergency procedures.

2. EMERGENCY PROCEDURE

- 2.1 If you discover a fire, suspicious package or other emergency requiring evacuation of the building:
- 2.1.1 do not attempt to tackle the fire or touch the package yourself;
 - 2.1.2 alert a manager;
 - 2.1.3 do as instructed by the fire warden(s);

- 2.1.4 evacuate the building via the designated exit point quietly and calmly and encourage others to do likewise;
- 2.1.5 assemble at the designated assembly point;
- 2.1.6 do not stop to collect personal possessions;
- 2.1.7 do not use any lift;
- 2.1.8 do not run;
- 2.1.9 do not make unnecessary noise or spread panic; and
- 2.1.10 do not attempt to re-enter the building until you have permission to do so from a fire warden.

Equality and Diversity

1. INTRODUCTION

- 1.1 This document sets out AUKN's policy on equality and equal opportunities, which they have introduced as a commitment to make full use of the talent and resources of all their workers and to provide a healthy environment which will encourage good and productive working operations within the organisation.
- 1.2 This policy does not form part of any contract of employment and AUKN may amend it at any time.
- 1.3 AUKN will ensure that all managers and supervisors with responsibility for equality and equal opportunities are provided with the appropriate equality and equal opportunities training where necessary, which may be updated as required. Other staff may also be required to attend equal opportunities training. Attendance at training will be compulsory if you are notified that you should attend a course.

2. STATEMENT OF PRINCIPLE

- 2.1 *AUKN is committed to a policy of treating all its workers and job applicants equally. No worker or potential worker will receive less favourable treatment because of any 'protected characteristic', namely:*
 - 2.1.1 age;
 - 2.1.2 disability;
 - 2.1.3 gender reassignment;
 - 2.1.4 marriage or civil partnership status;
 - 2.1.5 pregnancy and maternity
 - 2.1.6 race (including colour, nationality, and ethnic or national origin);
 - 2.1.7 religion or belief;
 - 2.1.8 sex; or

- 2.1.9 sexual orientation;
- 2.2 Equally, AUKN will not treat any employee, worker, or job applicant less favourably because:
 - 2.2.1 they are (or are not) a trade union member;
 - 2.2.2 they work part-time or on a fixed-term basis;
 - 2.2.3 of their socio-economic background; and/or
 - 2.2.4 they have caring responsibilities.
- 2.3 *No worker or potential worker will be disadvantaged by any conditions of employment that cannot be justified as necessary on operational grounds.*
- 2.4 *AUKN aims to encourage, value, and manage diversity and is committed to equality for its entire staff. AUKN wishes to attain a workforce which is representative of the communities from which it is drawn.*
- 2.5 *These principles of equality of opportunity and non-discrimination also apply to the manner in which AUKN's staff treat clients or customers, business partners, and visitors.*
- 2.6 Workers are expected to work with AUKN towards these aims. In certain circumstances, a worker can be personally liable for discrimination against a fellow worker or a job applicant.

3. EQUALITY PRINCIPLES

- 3.1 There should be no discrimination, whether direct or indirect, because of any of the protected characteristics set out in AUKN's statement of principle on equal opportunities contained in paragraph 2 above.
- 3.2 The remainder of this document sets out AUKN's policy on equality and diversity, in particular:
 - 3.2.1 what AUKN regards as acceptable behaviour at work, and what is not acceptable;
 - 3.2.2 the rights and responsibilities of those to whom the policy applies;
 - 3.2.3 the procedure for dealing with concerns or complaints;
 - 3.2.4 how AUKN will deal with any breach of this policy;
 - 3.2.5 who is responsible for the policy; and
 - 3.2.6 how it will be implemented, monitored, and reviewed.
- 3.3 This policy applies to all eligible categories of workers, including temporary and agency workers, plus interns, volunteers, apprentices, and job applicants. All staff are responsible for ensuring that there is no discrimination in the workplace, as outlined in the policy statement set out at paragraph 2, and for ensuring that this policy is applied on a day-to-day basis. They are also expected to apply the principles of equal opportunities and non-discrimination in their interactions with customers, clients, suppliers, business partners and

visitors. In certain circumstances, an individual can be personally liable for discrimination against a fellow worker or a job applicant. For information on particular responsibilities, see paragraph 3.12 below.

- 3.4 This policy does not form part of your contract of employment and AUKN may amend, update, or supplement it from time to time.
- 3.5 This policy sets out the principles that should be applied to ensure equal opportunities in the areas of:
 - 3.5.1 recruitment and selection (see paragraph 6);
 - 3.5.2 promotion, appraisal, transfer, and training (see paragraph 7);
 - 3.5.3 terms of employment, benefits, facilities, and services (see paragraph 8); and
 - 3.5.4 grievance and disciplinary procedures, dismissals, resignations, and redundancies (see paragraph 9).
- 3.6 This policy should be considered alongside other AUKN policies, such as those dealing with harassment and bullying, family leave (maternity, paternity, adoption, shared parental, parental), emergency time off for dependants, dress code and flexible working, copies of which are available upon request.
- 3.7 The types of discrimination that are prohibited are explained at paragraph 3.8 below.
- 3.8 Discrimination may occur in the following forms:
 - 3.8.1 **direct discrimination** — this is treating someone less favourably because of a protected characteristic. An example of this is paying someone less because of their sex or because they belong to a particular racial group. The expression 'because of' is very wide and includes less favourable treatment based on a perception of another person, for example that the person is gay, or is disabled, whether or not this perception is correct and even if the perpetrator knows that their perception is, in fact, wrong. It also includes less favourable treatment because someone is associated with another person who has a protected characteristic.
 - 3.8.2 **indirect discrimination** — this is treating people in the same way but in a way which adversely affects those with a protected characteristic. An example of this is telling all workers that they have to work late at night — although applied to everyone, it will adversely affect those workers with childcare responsibilities, and these tend to be women.
 - 3.8.3 **victimisation** — this is treating someone less favourably because they have asserted their right not to be discriminated against because of a protected characteristic. An example of this would be a worker claiming that they had been discriminated on the grounds of their disability and then their manager deciding when they left not to give them a reference because they had claimed disability discrimination.
 - 3.8.4 **harassment** — this is unwanted conduct, related to a protected characteristic, which has the purpose or effect of creating an intimidating, hostile, degrading, humiliating or offensive environment for

someone or violating their dignity. Harassment may also be of a sexual nature or may occur because someone has harassed the victim and the victim either rejects or submits to it and, because of that rejection or submission, that person treats the victim less favourably. More information on what can constitute harassment is set out in AUKN's Harassment and Bullying Policy.

- 3.8.5 In the case of disability only, **discrimination arising from disability**—this is unfavourable treatment of the disabled person because of something arising in consequence of their disability. Such treatment is unlawful unless it can be objectively justified;
- 3.8.6 In the case of disability only, **the duty to make reasonable adjustments**—this duty comprises three requirements, each of which arises where a disabled person at a substantial disadvantage in relation to a 'relevant matter':
 - 3.8.7 the first is a requirement, where a provision, criterion or practice puts a disabled person at a substantial disadvantage in relation to a relevant matter in comparison with persons who are not disabled, to take such steps as it is reasonable to have to take to avoid the disadvantage;
 - 3.8.8 the second is a requirement, where a physical feature puts a disabled person at a substantial disadvantage in relation to a relevant matter in comparison with persons who are not disabled, to take such steps as it is reasonable to have to take to avoid the disadvantage; and
 - 3.8.9 the third is a requirement, where a disabled person would, but for the provision of an auxiliary aid, be put at a substantial disadvantage in relation to a relevant matter in comparison with persons who are not disabled, to take such steps as it is reasonable to have to take to provide the auxiliary aid.
- 3.9 AUKN will appoint, train, develop, reward, and promote on the basis of merit and ability.
- 3.10 All workers have personal responsibility for the practical application of AUKN's Equality and Diversity Policy, which extends to the treatment of job applicants, workers (including former workers), customers or clients and visitors.
- 3.11 The principles set out in this policy apply:
 - 3.11.1 in the workplace; and
 - 3.11.2 outside the workplace in a work-related context, such as on business trips, customer or supplier events or work-related social events and at any time while a member of staff is wearing a work uniform.
- 3.12 Special responsibility for the practical application of AUKN's Equality and Diversity Policy falls upon those involved in the recruitment, selection, appraisal, promotion and training of workers and the way their terms of employment are fixed.
- 3.13 AUKN's Grievance Procedure is available to any worker who believes that they may have been unfairly discriminated against. The harassment complaints procedure set out in AUKN's Harassment and Bullying Policy is also available to any worker who believes that they may have been harassed or bullied.

Workers will not be victimised in any way for making such a complaint in good faith. Complaints of this nature will be dealt with seriously, in confidence and as soon as possible.

- 3.14 Disciplinary action will be taken against any worker who is found to have committed an act of unlawful discrimination. Serious breaches of this policy and serious incidents of harassment and bullying will be treated as gross misconduct. Unwarranted allegations that are not made in good faith may also be considered as a disciplinary matter.
- 3.15 In the case of any doubt or concern about the application of this policy in any particular instance or situation, please consult with your Manager or the Chief Executive as soon as possible.
- 3.16 AUKN will keep its policy, procedures and practices on equality and equal opportunities under review.

4. IMPLEMENTATION

- 4.1 This Equality and Diversity Policy will be included in AUKN's Staff Handbook. A copy of this policy is also available upon request.
- 4.2 AUKN will ensure that all managers and supervisors with responsibility for any of the aspects of the employment relationship listed in paragraph 3.5 above are provided with more detailed training on how to manage equality and diversity issues in the workplace. Other staff may also be required to attend equality and diversity training. Attendance at training will be compulsory if you are notified that you should attend a course.
- 4.3 Training may include:
 - 4.3.1 an outline of the law covering the protected characteristics and discrimination;
 - 4.3.2 why AUKN has introduced this policy and how it will be put into practice;
 - 4.3.3 examples of what is and is not acceptable conduct in the workplace;
 - 4.3.4 the risk of condoning or seeming to approve inappropriate behaviour, and the risk of personal liability;
 - 4.3.5 how prejudice can affect the way an employer functions and the impact that generalisations, stereotypes, bias, or inappropriate language in day-to-day operations can have on people's chances of obtaining work, promotion, recognition, and respect; and
 - 4.3.6 the equality monitoring process.
- 4.4 Training will be designed in consultation with AUKN's staff, workplace representatives and managers, incorporating feedback from previous training. If in-house trainers are used, AUKN will ensure that they themselves receive training. External trainers will be fully informed about this policy and other relevant AUKN policies.

5. MONITORING AND REVIEW

- 5.1 AUKN will regularly monitor the effectiveness of this policy to ensure that it is working in practice and that the aims set out in the policy statement are being met. Monitoring will include the key areas of:
- 5.1.1 recruitment and promotion, including the range of people applying for work;
 - 5.1.2 pay and benefits;
 - 5.1.3 training;
 - 5.1.4 appraisals;
 - 5.1.5 disciplinary and grievance matters;
 - 5.1.6 dismissals and reasons for resigning.
- 5.2 AUKN will review this policy and related procedures and practices on equality and diversity regularly.

6. RECRUITMENT AND SELECTION

- 6.1 The following principles will apply whenever recruitment or selection for positions takes place, whether externally or internally:
- 6.1.1 individuals will be assessed according to their personal capability to carry out a given job;
 - 6.1.2 assumptions that only certain types of person will be able to perform certain types of work will not be made;
 - 6.1.3 any qualifications or requirements applied to a job which have or may have the effect of inhibiting applications from certain types of person will only be retained if they can be justified in terms of the job to be done;
 - 6.1.4 any age limits applied to a job will only be retained if they can be objectively justified in terms of the job to be;
 - 6.1.5 the use of years of experience as a criterion for a particular role will not be used unless it can be objectively justified;
 - 6.1.6 recruitment solely or primarily by word of mouth will be avoided as its effect may prevent certain types of person from applying;
 - 6.1.7 selection tests will be specifically related to job requirements and will measure the person's actual or inherent ability to do or train for the work;
 - 6.1.8 selection tests will be reviewed regularly to ensure they remain relevant and free from any unjustifiable bias, either in content or in scoring mechanism;
 - 6.1.9 applications from different types of person will be processed in the same way and the same questions asked at interview;

- 6.1.10 written records of interviews and reasons for appointment and non-appointment will be kept;
- 6.1.11 questions at interview will relate only to the requirements of the job;
- 6.1.12 where any provision, criterion or practice for recruitment and selection puts disabled people at a substantial disadvantage due to a reason connected with their disability, reasonable adjustments will be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage; and
- 6.1.13 decisions regarding the method of recruitment or selection or who is recruited or selected will only be made by a person who has read and understood this policy.

7. PROMOTION, TRANSFER AND TRAINING

- 7.1 The following principles apply to appointments for promotion, transfer, and training:
 - 7.1.1 assessment criteria and appraisal schemes are carefully examined to ensure that they are not discriminatory, whether directly or indirectly;
 - 7.1.2 assessment criteria and appraisal schemes are monitored on a regular basis and, where such criteria or schemes result in predominantly one group of workers gaining access to promotion, transfer or training or being awarded a particular appraisal grade, they are checked to make sure this is not due to any hidden or indirect discrimination;
 - 7.1.3 promotion and career development patterns are regularly monitored to ensure that access to promotion, training and career development opportunities are not denied to particular groups or types of workers;
 - 7.1.4 traditional qualifications and requirements for promotion, transfer, and training, such as length of service, years of experience or age may discriminate against certain workers and are at all times objectively justified by reference to the job requirements; and
 - 7.1.5 where any provision, criterion or practice relating to promotion, appraisal, transfer, or training puts disabled workers at a substantial disadvantage for a reason connected with their disability, reasonable adjustments will be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage.

8. TERMS OF EMPLOYMENT, BENEFITS, FACILITIES AND SERVICES

- 8.1 The following principles apply to terms of employment, benefits, facilities, and services:
 - 8.1.1 terms are reviewed regularly to ensure that they are provided in a way which is free from unlawful discrimination;
 - 8.1.2 part-time workers will receive pay, benefits, facilities, and services on a pro rata basis to their full-time comparator unless otherwise objectively justified;

8.1.3 where any provision, criterion or practice relating to terms of employment, benefits, facilities, and services puts disabled workers at a substantial disadvantage due to a reason connected with their disability, reasonable adjustments will be made to eliminate or, if that is not reasonably practicable, reduce the disadvantage; and

8.1.4 pay and bonus criteria, policies and practices are carefully examined and regularly monitored, and if it appears that any group of workers are disadvantaged by them, they will be checked to make sure that this is not due to any hidden or indirect discrimination.

9. GRIEVANCES, DISCIPLINARY PROCEDURES, DISMISSALS AND REDUNDANCIES

9.1 Eligible workers who, in good faith, bring a grievance (or assist another to do so) either under this policy or otherwise in relation to an equality or equal opportunities matter will not be disciplined, dismissed, or otherwise suffer any adverse treatment for having done so.

9.2 No member of a particular group of workers will be disciplined or dismissed for performance or behaviour which would be overlooked or condoned in another group, unless there is genuine and lawful justification for different treatment.

9.3 Redundancy criteria and procedures will be carefully examined to ensure that they are not applied and do not operate in an unlawfully discriminatory manner.

9.4 The provision of any voluntary redundancy benefits will be equally available to all workers unless there is a genuine and lawful justification for doing otherwise.

10. DISABILITY POLICY

10.1 It is AUKN's policy that disabled people, including job applicants and workers, are able to participate in all of AUKN's activities fully, on an equal basis with people who are not disabled.

10.2 Due to the wide variety of potential disabilities, and the likelihood of a disability affecting different people in different ways, AUKN does not prescribe rigid rules on how issues concerning disabled people should be dealt with. What is essential is that all managers, supervisors, and HR representatives take all reasonably practical steps to ensure that disabled people are not less favourably treated or disadvantaged by comparison to people who are not disabled in relation to their work, working environment, or by any provision, criterion or practice used by AUKN. Managers and supervisors need to be aware in particular that an individual on long-term sick leave or with intermittent sickness absence may be disabled.

10.3 AUKN is particularly concerned that disabled workers are treated equally in the following areas:

10.3.1 recruitment and selection;

10.3.2 promotion, transfer, and training;

10.3.3 terms of employment, benefits, facilities, and services; and

10.3.4 dismissals, resignations, and redundancies.

- 10.4 For the purpose of this policy, disabilities are either physical or mental impairments that have a substantial and long-term effect upon a person's ability to carry out normal day-to-day activities. Cancer, HIV infection and multiple sclerosis are disabilities from the point of diagnosis.
- 10.5 Some disabilities are immediately obvious, for example use of a wheelchair, while other disabilities may not be apparent at all, for example HIV infection. Certain conditions are not considered to be disabilities, for example poor eyesight that is corrected simply by wearing prescription spectacles, or addiction to alcohol or other substances.
- 10.6 The general equality and equal opportunity principles set out earlier in this policy will apply in relation to disabled people whether they currently have a disability or have had a disability in the past.
- 10.7 AUKN will take all reasonably practicable steps to ensure that disabled people are able to participate in its business and activities on an equal basis with people who are not disabled.

Expenses

1. INTRODUCTION

- 1.1 This policy applies to all eligible workers of AUKN, including volunteers. It sets out AUKN's guidelines for the reimbursement of travel, hotel, and other expenses you may incur whilst on AUKN's business. It also sets out the procedure for obtaining reimbursement, including the evidence you must provide and the level of authorisation you must obtain.
- 1.2 AUKN will reimburse all reasonable expenditure incurred in accordance with this policy. Any attempt to make an expense claim that is fraudulent, or in breach of this policy, may lead to disciplinary action.
- 1.3 AUKN may modify this policy from time to time, e.g. to take account of changes in procedure or expense thresholds. You will be notified in writing of any change.
- 1.4 In providing reimbursement of expenses, AUKN will comply with its obligations in respect of PAYE deductions for income tax and national insurance contributions.
- 1.5 If you are uncertain as to whether a particular expense will be reimbursed, please contact your Manager or the Chief Executive before the expense is incurred.

2. SUBMITTING A CLAIM

- 2.1 When submitting your claim for reimbursement of expenses, you must provide evidence of the expenses claimed in the form of original receipts, invoices or similar documents setting out:
 - 2.1.1 the name, address, and VAT registration number of the supplier;
 - 2.1.2 the cost (including VAT) and description of the goods or services; and
 - 2.1.3 the date of the supply.

- 2.2 When submitting claims for items paid by credit card, you must provide an itemised receipt giving details of VAT registration numbers and amounts.
- 2.3 You must obtain the prior approval of your Manager or the Chief Executive before incurring any expenses.
- 2.4 Claims submitted in accordance with this policy will be paid *to your nominated bank or building society account*. The finance team will determine if this is to be paid via payroll or by other means.

3. TRAVEL ON AUKN BUSINESS

- 3.1 AUKN will reimburse you for the cost of travel undertaken 'on the job' as opposed to travel 'to the job', i.e. where attendance at a location (other than your usual place of work) is required for the performance of your duties.
- 3.2 AUKN may reimburse you for the cost of a taxi home where:
 - 3.2.1 you are occasionally (and irregularly, i.e. not following a predictable pattern), required to work until 9pm or later; and
 - 3.2.2 by the time you can go home, public transport has stopped, or it would not be reasonable to expect you to use public transport.
- 3.3 If you use your own car or van for business purposes, AUKN will reimburse you a fixed amount per mile (which covers petrol and other running expenses including depreciation) according to the applicable HMRC approved mileage rates in the relevant tax year.

4. OVERNIGHT STAYS

- 4.1 When staying away from home overnight at the request of AUKN to carry out business AUKN will choose the hotel, based on cost, location, and availability.
- 4.2 AUKN will provide you with a meal allowance agreed in advance for an evening meal.
- 4.3 AUKN will not reimburse items of a personal nature such as alcoholic drinks, newspapers, and private telephone calls.

5. TRAINING COURSES

AUKN will meet the cost of attendance at an external training course only if it is authorised in advance by your Manager or the Chief Executive. Any related accommodation and travel costs will be subject to the provisions set out above (see paragraph 4 above).

6. ENTERTAINING EXPENSES

- 6.1 You must obtain the prior authority of your Manager or the Chief Executive in writing before incurring expenses for entertaining clients or customers and/or suppliers. AUKN will reimburse you for entertaining expenses provided they are authorised in advance, within the budget set for the event and incurred wholly, exclusively, and necessarily in the performance of your duties.
- 6.2 AUKN will not normally reimburse you for the cost of entertaining other workers of AUKN.

- 6.3 To ensure compliance with the Bribery Act 2010, you must ensure that any client or customer and/or supplier entertaining is in accordance with AUKN's Gifts and Hospitality *Policy*.

7. COMPANY MOBILES

AUKN where necessary will provide you with a company mobile for business calls, AUKN will meet the cost of these calls (plus VAT).

Flexible Working

1. INTRODUCTION

- 1.1 This document sets out AUKN's policy on handling requests by eligible workers for a variation to their terms and conditions of employment.
- 1.2 This policy is for guidance only and does not form part of your contract of employment and AUKN may amend it at any time. It outlines the rights eligible workers are given by law but is intended to be a summary only and not a complete statement of your rights. Please contact your Manager if you have any queries about your entitlement.
- 1.3 This policy applies only to eligible workers, including in certain circumstances to agency workers. It does not apply to consultants, contractors, volunteers, interns, casual workers, or self-employed contractors.

2. ELIGIBILITY CONDITIONS

- 2.1 To be eligible to make a flexible working request, you must:
- 2.1.1 be an eligible worker;
 - 2.1.2 have been continuously employed by AUKN for not less than 26 weeks at the date your request is made; and
 - 2.1.3 not have made any earlier flexible working request during the previous 12 months (including a request that you withdrew).

3. FLEXIBLE WORKING REQUESTS

- 3.1 A flexible working request under this policy is a request for a variation to your terms and conditions of employment relating to:
- 3.1.1 the hours you are required to work (for example a request to work fewer hours per week); and/or
 - 3.1.2 the times when you are required to work (for example starting earlier or later in the day); and/or
 - 3.1.3 the location (any place of business of AUKN and/or at your home) at which you are required to work (for example, a request might be made by an office-based worker to work one day a week from home).
- 3.2 Requests made under this policy for contractual variations of the sort identified above will be referred to throughout the remainder of this policy as 'flexible working requests'.

4. MAKING A FLEXIBLE WORKING REQUEST

- 4.1 Your flexible working request must be in writing to your Manager and must be dated. It must:
 - 4.1.1 state explicitly that it is a flexible working request; and
 - 4.1.2 explain the flexible working change you would like and the date on which you want the change to become effective; and
 - 4.1.3 explain the effect, if any, you think the change will have on AUKN and how, in your opinion, any such effect may be dealt with; and
 - 4.1.4 state whether you have made any previous flexible working requests and, if so, when.
- 4.2 It is helpful if your request gives AUKN as much information and detail as possible about your current working pattern, the flexible working changes you are requesting and why.
- 4.3 If you have a disability, and part of the purpose of your flexible working request is to ask for an adjustment to the way in which you work in order to alleviate any disadvantages from which you suffer in the course of your work as a result of your disability, you must also state this in your flexible working request and provide an explanation of how the suggested change would help alleviate those disadvantages.
- 4.4 You can make only one flexible working request in any 12-month period.
- 4.5 If AUKN receives flexible working requests from a number of different eligible workers, they will consider them on their individual merits and in the order that they receive them.

5. MEETING WITH YOU TO DISCUSS YOUR APPLICATION

- 5.1 AUKN will hold a meeting with you at a mutually convenient time and place in a location where the discussion cannot be overheard by anyone not involved in the meeting, to discuss your flexible working request within 28 days after receiving your application. You may be accompanied at the meeting by a companion, who must be a work colleague or trade union representative. Your companion will be entitled to speak, and confer privately with you, but may not answer questions on your behalf.
- 5.2 If AUKN decides to grant your request without a meeting, they will write to you to confirm this, the contract variation agreed to, and the date from which the variation is to take effect.
- 5.3 AUKN will consider your request carefully, looking at the benefits of the requested changes for you and them and weighing these against any adverse business impact of implementing the changes.
- 5.4 If AUKN accepts your request, or accepts it with modifications, a further meeting may be arranged at a mutually convenient time and place to discuss how and when the changes might best be implemented.

- 5.5 AUKN may decide that they cannot accept your request immediately, in which case they may require you to undertake a trial period before they reach a final decision on your request.
- 5.6 AUKN will inform you, in writing, of their decision as soon as possible after the meeting (subject to any extension of time they may have agreed with you).
- 5.7 If AUKN accepts your request, they will write to you to confirm the new flexible working pattern, the consequent changes to your contract of employment and the date on which they will start. You will be asked to sign and return a copy of the letter to confirm your agreement.
- 5.8 AUKN may reject your request, or offer to accept it on a modified basis (as compared to the original changes requested), for one or more of the following business reasons:
- 5.8.1 the burden of additional costs;
 - 5.8.2 detrimental effect on ability to meet customer demand;
 - 5.8.3 inability to re-organise work among existing staff;
 - 5.8.4 inability to recruit additional staff;
 - 5.8.5 detrimental impact on quality;
 - 5.8.6 detrimental impact on performance;
 - 5.8.7 insufficiency of work during the periods you propose to work; and/or
 - 5.8.8 planned structural changes.
- 5.9 If AUKN is unable to agree to your request, they will write to inform you which of the above business reasons applies in your case and explain why. AUKN will also set out the appeal procedure.

6. APPEAL

- 6.1 You may appeal against AUKN's decision within 14 days of receiving the written decision. Your appeal must be in writing and dated and must set out the grounds of appeal.
- 6.2 AUKN will arrange a meeting to discuss your appeal, at a mutually convenient time and place, in a location where the discussion cannot be overheard by anyone not involved in the meeting, within 14 days after receiving your notice of appeal. You may bring a companion to the meeting, who must be a work colleague or trade union representative.
- 6.3 AUKN will confirm and explain the reasons for their final decision, in writing, as soon as possible after the appeal meeting and in any event within 14 days of the appeal meeting or (if earlier) within three months of the date AUKN received your request (subject to any extension of time AUKN may have agreed with you). There is no further right of appeal.

7. WITHDRAWAL OR DISPOSAL BY AGREEMENT

- 7.1 You may withdraw your flexible working request at any point before AUKN give their final decision on it, or their final decision after an appeal, by confirming this withdrawal in writing. Alternatively, you and AUKN may both agree to dispose of your request without the need for AUKN to make a formal decision on it. In either case, AUKN will write to you to confirm the relevant details. You will be asked to sign and return a copy of that letter to confirm that your request has been withdrawn or disposed of as stated.
- 7.2 AUKN will treat your application as withdrawn if, having failed to attend a meeting (or an appeal meeting) without good reason, you also fail to attend the meeting AUKN re-arranges without good reason. AUKN will write to you informing you they have done so and explaining why. If you disagree, you may write to AUKN, within five days of receiving their letter, to explain why, and AUKN will reconsider the position.

Gifts and Hospitality

1. INTRODUCTION

- 1.1 AUKN runs its business with integrity. All parties must work together to ensure that they remain untainted by bribery or corruption. This policy is integral to that effort, and all workers are bound by it.
- 1.2 This policy covers the offer or receipt of gifts, hospitality, or expenses to ensure that any legitimate expenditure is recorded and does not improperly affect the outcome of procurement, application, or any other business transaction.

2. OFFER AND RECEIPT OF GIFTS AND HOSPITALITY

- 2.1 AUKN forbids any worker of AUKN from soliciting any gift or hospitality in the course of his or her employment.
- 2.2 AUKN forbids any worker of AUKN from offering or receiving from any person or organisation who has had, has, or may have any influence over the business of AUKN any gift or hospitality which is unduly lavish or extravagant or otherwise inappropriate, or which could be seen as an inducement or reward for any preferential treatment. AUKN regards the following to be inappropriate (this list is not exhaustive):
 - 2.2.1 any gift that includes cash or a cash equivalent (such as vouchers);
 - 2.2.2 any gift or hospitality given or received in secret.
- 2.3 AUKN forbids any eligible worker of AUKN from offering or receiving any gift or hospitality which is in breach of relevant law.
- 2.4 AUKN forbids any worker of AUKN directly or indirectly from making an offer of, or making a donation to any political, charitable, or not for profit organisation in the course of his or her employment as a way to obtain an advantage in a business transaction.

3. REGISTER OF GIFTS

All workers of AUKN must enter details of all gifts and hospitality made or received which are permitted on to the central register of gifts. The central register of gifts is reviewed and monitored by the Chief Executive and will be audited. It is not normally acceptable to accept gifts directly from service users. Homecare staff should also familiarise themselves with the Gifts, Donations, Wills and Bequests from Service Users Policy and Procedure (AB20).

4. COMPLIANCE

- 4.1 Compliance with this Gifts and Hospitality Policy is an obligation of each worker of AUKN. Each worker of AUKN is responsible for reading and knowing the contents of this policy.
- 4.2 Every worker of AUKN has a responsibility to speak out if they suspect corruption or is aware of any gift or hospitality given or received which may be in breach of this policy.
- 4.3 Any concern in respect of such a breach by:
 - 4.3.1 another staff member;
 - 4.3.2 a third party who represents AUKN;
 - 4.3.3 one of their suppliers or competitors; or
 - 4.3.4 anyone else perhaps even a customer seeking to get better terms from AUKN;must be reported to the Chief Executive as soon as possible.
- 4.4 AUKN will investigate all allegations of any breach of this policy, or any allegations of suspected corruption immediately.

Grievance

1. PURPOSE AND SCOPE OF THE PROCEDURE

- 1.1 Grievances are concerns, problems, or complaints that an individual raises with their employer. Grievances may relate to, amongst other things, terms and conditions of employment, health and safety, work relations, new working practices, organisational changes, equal opportunities, and bullying and harassment.
- 1.2 If the grievance relates to discrimination, bullying, harassment or whistleblowing you should refer to the relevant Equality and Diversity Policy, Harassment and Bullying Policy, and/or Whistleblowing Policy, which sets out the procedure to be followed in those circumstances.
- 1.3 AUKN will try to resolve, as quickly as possible, any grievance you may have about your employment. This procedure is open to any eligible worker who has a grievance about their employment and is the procedure which you should adopt if you wish to bring a formal grievance. Where appropriate, you should first seek to resolve grievances informally with the person to whom you

immediately report. If a grievance cannot be resolved informally, or it is inappropriate to do so, you should raise it formally as set out below.

- 1.4 None of the provisions in this policy and procedure are contractual but it conforms to the requirements set out in the Acas Code of Practice on Disciplinary and Grievance Procedures. For more information on the raising of grievances you can read the Acas Code of Practice on Disciplinary and Grievance Procedures and accompanying guidance at www.acas.org.uk or, if you have any questions about this procedure, please contact your Manager, or in their absence, the Chief Executive.
- 1.5 This policy may be amended at any time and AUKN may use an alternative procedure depending on the circumstances of the particular case.
- 1.6 This procedure applies to all eligible workers. It does not apply to agency workers, consultants, contractors, volunteers, interns, or casual workers.

2. PRINCIPLES

- 2.1 The procedure sets out the responsibilities that both AUKN and you have for ensuring a fair procedure is followed, although there may be occasions where it is not practicable to take all the steps set out in this procedure.
- 2.2 Any issues should be raised and dealt with promptly (this includes not unreasonably delaying meetings or decisions) unless there are special circumstances justifying a longer timescale.
- 2.3 Where you have raised a grievance, both AUKN and you should act consistently.
- 2.4 AUKN will seek to establish the facts, including giving you an opportunity to set out the grievance, prior to making a decision in respect of any grievance.
- 2.5 You have the right to be accompanied in accordance with this procedure at the grievance meeting and any appeal meeting, as detailed below.
- 2.6 Information and proceedings relating to a grievance will remain confidential as far as possible.

3. THE GRIEVANCE PROCEDURE

STAGE ONE: INFORMAL DISCUSSION

Your first step is to raise any grievance by informal discussion with your Manager who, in most cases, will be best placed to respond to the complaint.

If the grievance is about your Manager, you should raise the matter informally with another line manager, or if it is inappropriate to raise the grievance informally, you should proceed to the formal stage.

STAGE TWO: WRITTEN GRIEVANCE AND MEETING

If the matter cannot be satisfactorily resolved informally, or it is inappropriate to do so, you should raise the matter formally, without unreasonable delay, by setting out your grievance in writing and sending it to your Manager. If the matter concerns your Manager, you should send your grievance to their

manager or supervisor where this is possible, or in their absence, to the Chief Executive.

Your written grievance letter should set out the nature of your complaint and include relevant facts, dates and the names of the individuals involved so that AUKN can investigate it fully.

Upon receipt of your written grievance, AUKN will then arrange for a meeting to take place in order to discuss your grievance, within a reasonable period of time. You should make every effort to attend the meeting.

If you have not set out in detail the basis for your grievance in your initial letter raising the grievance, you may be contacted prior to the meeting and enquiries may be made about the basis for the grievance, so that the person investigating the grievance has a reasonable opportunity to consider the grievance before the meeting and undertake any necessary initial investigations.

You have the right to be accompanied at the meeting by a companion (either a trade union representative or a work colleague) if you make a reasonable request in advance of the meeting and tell AUKN the name of your chosen companion. Your companion will be allowed reasonable paid time off from work duties to act as your companion.

If you or your companion cannot attend the meeting, you should let AUKN know as soon as possible and propose a reasonable alternative date and time. If this alternative date is possible, the meeting will take place on this date. If it is not, AUKN will make reasonable attempts to agree another alternative date and time.

At the meeting, you will be given the opportunity to explain your grievance and how you think it should be resolved.

AUKN may adjourn the meeting if they need to carry out further investigations. The meeting will usually be reconvened afterwards.

AUKN will confirm their decision, in writing, usually within five working days of the grievance meeting (or reconvened grievance meeting). If more time is needed to consider the grievance, you will be informed of the likely revised timescale for the decision, which should be within a reasonable period.

AUKN's decision letter will explain the outcome and any further action they intend to take to resolve your grievance and advise you of your right of appeal.

STAGE THREE: APPEAL

If your grievance has not been resolved to your satisfaction following the grievance meeting, and upon receipt of the decision outcome letter, you should appeal against the grievance decision. Your appeal should be made in writing, setting out the full grounds of your appeal, within *five* working days of receipt of the grievance decision, to the person specified in the grievance response.

You will then be invited to attend an appeal meeting. The appeal will be heard impartially, without unreasonable delay and, *where possible*, by a *more senior manager* not involved in the decision being appealed or any prior investigation, or potentially an external HR Consultant or third party who will make recommendations, and the outcome of the appeal is final. You have the right to be accompanied at the appeal meeting, as set out above.

You will be informed in writing of the appeal decision, usually within *five* working days of the appeal meeting. There is no further right of appeal.

4. OVERLAPPING GRIEVANCE AND DISCIPLINARY CASES

- 4.1 In the event that the grievance is raised during a disciplinary process then it may be appropriate to either:
 - 4.1.1 temporarily suspend the disciplinary process in order to deal with the grievance;
 - 4.1.2 deal with both issues concurrently; or
 - 4.1.3 take alternative action.
- 4.2 You will be informed in writing of the way in which AUKN proposes to deal with the issues.

Harassment and Bullying

1. POLICY STATEMENT

- 1.1 AUKN is committed to ensuring that all of its staff are treated with dignity and respect and treat others in the same way. AUKN believes that all staff have the right to work in an environment which is free from any form of harassment and/or bullying. This policy therefore covers harassment and bullying that occurs:
 - 1.1.1 in the workplace; and
 - 1.1.2 outside the workplace in a work-related context, such as on business trips, customer or supplier events or work-related social events.
- 1.2 This policy applies to all staff working for AUKN at any of their premises, including eligible workers, including casual and agency staff, consultants, contractors, volunteers, interns, and self-employed contractors. AUKN also makes it clear to their customers and/or clients, visitors and others who work with them, that harassment of their staff is unacceptable.
- 1.3 All staff are required to read this policy and to ensure that they understand what types of behaviour are unacceptable. If you have any queries, please refer these to your Manager or the HR Team.
- 1.4 This policy does not form part of any eligible worker's contract of employment. AUKN may amend it at any time and decide to follow a different procedure where AUKN consider it appropriate.

2. HARASSMENT

- 2.1 It is AUKN's policy that the harassment of any of its workers is unacceptable behaviour. Anyone found to be in breach of this policy will be liable to disciplinary action, which could result in dismissal and/or termination of contract without notice.
- 2.2 Harassment may take many forms (including bullying), occurs on a variety of different grounds, and can be directed at one person or a number of people.

Harassment need not be directed at the complainant and can occur if the complainant witnesses another person being harassed.

- 2.3 Harassment involves subjecting an individual to conduct which is unwanted and where the conduct has the purpose or effect of:

2.3.1 violating the victim's dignity; or

2.3.2 creating an environment that is intimidating, hostile, degrading, humiliating or offensive to the victim.

- 2.4 Sexual harassment occurs where the perpetrator engages in unwanted conduct of a sexual nature and that conduct has the purpose or the effect referred to above. An individual of any gender may be the victim of sexual harassment.

- 2.5 A person will also commit harassment if they (or anyone else) engages in unwanted conduct (of a sexual nature or otherwise) that has the purpose or the effect referred to above, and the victim either rejects or submits to it and, because of that rejection or submission, that person treats the victim less favourably. For example, it will be harassment for a manager whose repeated advances to a more junior female worker have been consistently rebuffed subsequently to give the woman a poor performance review because she had rejected him.

- 2.6 Conduct usually becomes harassment if it continues even though it has been made clear that it is regarded by the recipient as offensive or unwanted. However, a single incident may amount to harassment if it is sufficiently serious.

- 2.7 The unwanted nature of the conduct distinguishes harassment from friendly behaviour that is welcome and mutual. Staff must always consider whether their words or conduct may be considered offensive.

- 2.8 Harassment can occur whether or not it is intended to be offensive, as it is the effect on the victim, which is important, not whether or not the perpetrator intended to harass them. Harassment or bullying is unacceptable even if it is unintentional.

- 2.9 Harassment may relate to:

2.9.1 age;

2.9.2 disability (past or present);

2.9.3 gender reassignment;

2.9.4 race, colour, nationality, ethnic or national origins;

2.9.5 religion or belief;

2.9.6 sexual orientation;

2.9.7 trade union membership (or non-membership);

2.9.8 part time or fixed term status;

- 2.9.9 power or hierarchy;
- 2.9.10 willingness to challenge harassment (leading to victimisation).
- 2.10 The phrase 'relate to' is very wide and therefore covers:
 - 2.10.1 harassment based on a perception of another person, for example that the person is gay, or is disabled, whether or not this perception is correct and even if the perpetrator knows that their perception is, in fact, wrong; and
 - 2.10.2 harassment that occurs because someone is associated with another person, for example, someone who is harassed because they care for a disabled person, or who is harassed because they are friends with a transsexual person, or a white worker who sees a black colleague being subjected to racially abusive language which also causes an offensive environment for her.
- 2.11 Whilst not an exhaustive list, forms of harassment include:
 - 2.11.1 physical contact and obscene or offensive gestures;
 - 2.11.2 'jokes', 'banter', gossip, slander, offensive language, shouting and/or behaving in an intimidating manner;
 - 2.11.3 offensive, insensitive, or sectarian songs or messages (including email);
 - 2.11.4 displaying posters or pictures, graffiti, emblems, flags obscene or offensive gestures;
 - 2.11.5 offensive email and screen savers etc.;
 - 2.11.6 isolation or non-co-operation and exclusion;
 - 2.11.7 coercion for sexual favours and sexually suggestive remarks;
 - 2.11.8 pressure to participate in political/religious groups;
 - 2.11.9 intrusion by pestering, spying, and stalking;
 - 2.11.10 continued requests for social activities after it has been made clear that such suggestions are not welcome; and
 - 2.11.11 verbal, non-verbal, or physical conduct of a sexual nature.
- 2.12 Harassment is unlawful in many cases and individuals may be held personally liable for their actions. In some cases their behaviour may also amount to a criminal offence.

3. BULLYING

- 3.1 Bullying may be described as offensive, intimidating, malicious or insulting behaviour (from a person or a group), an abuse or misuse of power through means intended to undermine, humiliate, denigrate, or injure the recipient. Bullying may be physical, verbal, or non-verbal conduct.

- 3.2 Behaviour that is considered firm management by one person may be considered bullying by another. Most people will agree on extreme cases of bullying and harassment, but it is sometimes the 'grey' areas that cause most problems. In the organisation, unacceptable behaviour includes (this is not an exhaustive list):
- 3.2.1 spreading malicious rumours, or insulting someone (particularly because of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, or sexual orientation);
 - 3.2.2 putting someone down in meetings;
 - 3.2.3 copying memos that are critical about someone to others who do not need to know, ridiculing or demeaning someone, picking on them, or setting them up to fail;
 - 3.2.4 unfair treatment, deliberately excluding a person from communications or meetings without good reason;
 - 3.2.5 excluding someone from team social events;
 - 3.2.6 unfair treatment, e.g. not letting someone go on training courses that everyone else is allowed to go on;
 - 3.2.7 overbearing or intimidating supervision and/or other misuse of power or position;
 - 3.2.8 'upward bullying', e.g. someone at the same or a more junior level overruling a person's authority, showing continued disrespect, refusing to complete tasks, spreading rumours or doing things to make the person seem unskilled or unable to do their job properly;
 - 3.2.9 making threats or comments about job security without foundation;
 - 3.2.10 deliberately undermining a competent worker by overloading and constant criticism; and
 - 3.2.11 preventing individuals progressing by intentionally blocking promotion or training opportunities.
- 3.3 Legitimate, reasonable, and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to a worker in the course of their employment will not, on their own, amount to bullying.

4. HARASSMENT AND BULLYING PROCEDURE

- 4.1 All allegations of harassment and/or bullying will be dealt with seriously, promptly and in confidence. Workers who feel they have been subject to harassment and/or bullying must not hesitate in using this procedure nor fear victimisation. Retaliation against a worker who brings a complaint of harassment and/or bullying is a serious disciplinary offence which may constitute gross misconduct and could result in dismissal.
- 4.2 Your Manager or the HR Team will provide, in confidence, advice and assistance to workers subjected to harassment and/or bullying and assist in the resolution of any problems.

- 4.3 If you are in any doubt as to whether an incident or series of incidents which have occurred constitute harassment and/or bullying, then in the first instance you should approach your Manager on an informal confidential basis. They will be able to advise you as to whether the complaint necessitates further action, in which case the matter will be dealt with formally or informally as appropriate.
- 4.4 The individual may prefer to try to resolve the matter on an individual basis if they feel able to do so. In some cases, it may be possible and sufficient for the affected person to explain clearly to the person engaging in the unwanted behaviour that the behaviour in question is not welcome, that it offends them, makes them uncomfortable or interferes with their work, and that they want it to stop.
- 4.5 You are advised to complain formally where serious harassment and/or bullying occurs, or informal methods fail or are not appropriate. Unless there are exceptional circumstances that make it impracticable to do so, a formal complaint should be made in writing to your Manager. If the matter concerns that person, you should refer your complaint to the HR Team. To enable AUKN to deal with your complaint properly, your written complaint should set out full details of the behaviour in question, including the name of the perpetrator, the nature of the harassment or bullying, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken to attempt to stop it occurring.
- 4.6 When AUKN is considering a complaint of bullying or harassment, they will seek to do so in a way that is fair and sensitive to the person who made the complaint, anyone who witnessed it, and anyone accused of bullying or harassment.
- 4.7 AUKN will talk to the person who made the complaint to find out more about the issue and how they would like it handled, and try to take what they would prefer into account and agree the approach together. For example, if they want the matter to be handled informally, but it is an extremely serious matter, AUKN might suggest handling it formally instead.
- 4.8 AUKN will keep an open mind when dealing with a complaint, in particular they will avoid making assumptions and look into any complaint thoroughly and fairly, keeping in mind any sensitivities that may make it hard for an individual to speak up about bullying or harassment.
- 4.9 AUKN will seek to offer support to those who experience or witness bullying or harassment, and those accused of bullying or harassment.
- 4.10 Before deciding on the next steps, AUKN will consider:
- 4.10.1 if there is anyone else AUKN needs to agree the next steps with;
 - 4.10.2 the nature of the complaint or concern;
 - 4.10.3 how serious the allegations are;
 - 4.10.4 any evidence so far;
 - 4.10.5 what AUKN will need to do to look into the complaint, if they need to look into it further.

4.11 AUKN will also consider:

- 4.11.1 how the person who raised the concern would like it handled;
- 4.11.2 how similar cases have been handled in the past;
- 4.11.3 if the unfair treatment seems to be intentional;
- 4.11.4 what might resolve the complaint;
- 4.11.5 if any other steps may need to be taken e.g. if it is possible that a disciplinary procedure might be needed.

5. INFORMAL PROCEDURE

- 5.1 If an incident happens which you think may be harassment or bullying, you may prefer initially to attempt to resolve the problem informally, if you feel able to do so.
- 5.2 In some cases it may be possible and sufficient to explain clearly to the person engaging in the unwanted conduct that the behaviour in question is not welcome, that it offends you or makes you uncomfortable and that it interferes with your work. You should make it clear that you want the behaviour to stop.
- 5.3 In circumstances where this is too difficult or embarrassing for you to do on your own you could seek support from a friend at work. If the incident concerns a customer and/or client or other third party, you may wish to ask your Manager to intervene for you on an informal basis.
- 5.4 Dealing with a complaint informally means taking steps to resolve it without using a formal procedure like a grievance.
- 5.5 If AUKN decides that the informal procedure is appropriate, the following steps may be taken:
 - 5.5.1 try to resolve the complaint by talking separately with the person who made the complaint and the person who has been complained about;
 - 5.5.2 if AUKN needs to look into the complaint further, decide who will do so, and ask them to get evidence about the complaint;
 - 5.5.3 consider the best way to try to resolve it, e.g. by:
 - (a) talking to someone in private;
 - (b) trying to resolve it in a meeting with everyone involved, if they all agree; or
 - (c) offering mediation, if everyone involved agrees.
- 5.6 If, after looking into a complaint thoroughly, it is decided there is no need for action or further steps we will:
 - 5.6.1 keep a written record of this decision and the reasons why; and
 - 5.6.2 inform the person who made the complaint and explain our decision.
- 5.7 If the complaint cannot be resolved informally, AUKN or you may decide to deal with it formally.

6. FORMAL PROCEDURE

- 6.1 If the conduct continues or if it is not appropriate to resolve the problem informally or you do not feel able to raise it informally, you should raise a formal complaint using the procedure set out in AUKN's Grievance Procedure.
- 6.2 AUKN may need to deal with a complaint formally if:
 - 6.2.1 an eligible individual makes a formal complaint;
 - 6.2.2 the complaint is very serious;
 - 6.2.3 there is a possibility that AUKN might need to consider disciplinary action.
- 6.3 AUKN will appoint someone to investigate the complaint who is neutral and not involved in the complaint and who will keep an open mind and carry out a fair investigation.
- 6.4 AUKN will consider whether it is practicable to separate the individuals involved while the complaint is handled, e.g. by temporarily moving one of them to a different shift or location. Where the allegations are sufficiently serious, AUKN may suspend the alleged perpetrator on full pay while the complaint is being investigated. A decision to suspend the alleged perpetrator is not considered a disciplinary action, nor does it imply that any decision has been taken about the case.
- 6.5 If you are the complainant, you will be interviewed by the investigator to establish full details of what happened. You may bring a fellow worker with you to this meeting if you choose. The investigator will then carry out a thorough, independent, impartial and objective investigation. An investigation will be carried out as quickly as possible, sensitively and with due respect for the rights of the person bringing the complaint and the alleged perpetrator.
- 6.6 Where a complaint is about someone other than a fellow worker, such as a customer and/or client or other third party, AUKN will consider what action may be appropriate to protect the complainant (and anyone else involved) pending the outcome of the investigation, bearing in mind the needs of our business and the rights of the third party. AUKN will try to discuss the matter with the third party or their employer where appropriate.
- 6.7 The investigation will involve interviews with the person against whom the complaint is made and any other relevant witnesses. The alleged perpetrator will be given full details of the nature of the complaint and will be given the opportunity to respond. The investigation may also need to examine relevant documents, including emails and other evidence.
- 6.8 Strict confidentiality will be maintained throughout the investigation into the allegation. The importance of confidentiality will be emphasised to those involved, including any witnesses.
- 6.9 When the investigation has been completed, the complainant and the alleged perpetrator will be informed whether or not the allegation is considered to be well-founded.
- 6.10 If the allegation is well-founded, disciplinary action may be taken against the person alleged to have committed the behaviour complained about and,

depending on the circumstances and the seriousness of the complaint, may result in the dismissal of that person with or without notice.

- 6.11 If the allegation is found to be not well-founded, consideration may be given to whether it is necessary to transfer or reschedule the work of both or either party, in cases where it would not be appropriate for either of them to continue to work in close proximity to each other.
- 6.12 AUKN takes these matters very seriously. However, malicious false complaints of harassment and/or bullying can have a serious and detrimental effect upon a colleague and the workplace generally. Any unwarranted allegation of harassment and/or bullying made in bad faith may be dealt with via AUKN's Code of Conduct and Disciplinary Procedure. We are sure that all individuals appreciate that this is necessary to protect the integrity of this policy.

Health and Safety

1. INTRODUCTION

- 1.1 This policy sets out an overview of AUKN's arrangements for ensuring they meet their health and safety obligations to their staff and other stakeholders, such as visitors to their premises and those affected by their work.
- 1.2 This policy does not form part of any contract of employment and AUKN may amend it at any time.

2. GENERAL STATEMENT OF HEALTH AND SAFETY POLICY

- 2.1 AUKN considers the maintenance of a positive health and safety culture to be an important part of the way in which AUKN conduct their business and they acknowledge that, as a business, they have a responsibility to their workers, clients or customers, suppliers, and other stakeholders in relation to health and safety matters.
- 2.2 AUKN is committed to:
 - 2.2.1 maintaining the health and safety of all their workforce and other staff members including agents and consultants and all those who visit their premises;
 - 2.2.2 providing adequate control of the health and safety risks arising from their work activities;
 - 2.2.3 consulting with their workers and other stakeholders on matters affecting their health and safety;
 - 2.2.4 providing and maintaining safe equipment;
 - 2.2.5 ensuring safe handling and use of substances;
 - 2.2.6 ensuring all staff members are competent to undertake their tasks and are provided with adequate training;
 - 2.2.7 ensuring the work done by or on behalf of AUKN's business does not adversely affect the health and safety of any contractors or members of the public;

- 2.2.8 preventing accidents and cases of work-related ill health;
- 2.2.9 maintaining safe and healthy working conditions; and
- 2.2.10 having a mechanism in place for the ongoing review of health and safety within the business.

3. STAKEHOLDERS

3.1 AUKN's key stakeholders are:

- 3.1.1 their staff members;
- 3.1.2 their clients / customers;
- 3.1.3 suppliers; and
- 3.1.4 the Health and Safety Executive (HSE).

4. AUKN'S HEALTH AND SAFETY DUTIES

4.1 AUKN acknowledges it is obliged to:

- 4.1.1 comply with the Health and Safety at Work etc. Act 1974 and all other relevant legislation, Codes of Practice, HSE Guidance Notes, and recommendations of HSE Inspectors and Environmental Health Officers during visits or inspections;
- 4.1.2 comply with all relevant fire safety regulations including the Reform (Fire Safety) Order 2005 and to cooperate with any local authority or Fire Service recommendations;
- 4.1.3 consider and comply with the Equality Act 2010 and the need to make reasonable adjustments to avoid placing someone with a disability or an older person at a substantial disadvantage;
- 4.1.4 encourage the consideration of safety matters within their organisation and promote a culture of discussion and engagement on such matters;
- 4.1.5 ensure the provision and maintenance of safe equipment and the control of health risks in the handling, use, storage and transportation of hazardous materials and substances;
- 4.1.6 ensure the operations of their business do not cause injury or damage to any person or adjacent property;
- 4.1.7 identify and provide adequate information, instruction, training and supervision to workers and others to ensure their health and safety;
- 4.1.8 provide adequate facilities for the welfare of workers and others such as the provision of adequately trained first aiders as required; and
- 4.1.9 conduct appropriate risk assessments and ensure proper procedures as necessary to ensure the health and safety of workers and other persons in line with all statutory and regulatory requirements.

4.2 In addition, *AUKN is also aware of their* duty to take ultimate responsibility for health and safety throughout their business. In particular, they will:

- 4.2.1 maintain at least basic knowledge and understanding of the Health and Safety at Work etc. Act 1974 and all associated Regulations and Approved Codes of Practice and will familiarise themselves with the hazards and risks associated with working for their business and with the precautions that need to be taken to eliminate or control those risks;
- 4.2.2 ensure the provision and maintenance of safe equipment and systems of work and the control of risks to health in handling, storing, and transporting materials, articles, and substance; and
- 4.2.3 ensure risk assessments are carried out as necessary and provide adequate information, instruction, training, and supervision to ensure the health and safety of staff members and consultants and other relevant stakeholders.

5. HEALTH AND SAFETY OBJECTIVES

5.1 AUKN is committed to taking all reasonable steps to ensure their business and its representatives comply with relevant legislation such as:

- 5.1.1 the Health and safety at Work etc Act 1974;
- 5.1.2 the Management of Health and Safety at Work Regulations 1999;
- 5.1.3 Workplace (Health, Safety and Welfare) Regulations 1992;
- 5.1.4 Health and Safety (Display Screen Equipment) Regulations 1992;
- 5.1.5 the Health and Safety (Consultation with Workers) Regulations 1996; and
- 5.1.6 relevant Codes of Practice, HSE Guidance Notes, and recommendations of HSE Inspectors and Environmental Health Officers during visits or inspections.

6. RESPONSIBILITY FOR HEALTH AND SAFETY

6.1 The Chief Executive has a key role for ensuring the systems and controls AUKN has in place are effective and has overall responsibility for compliance and for overseeing the implementation of this policy.

6.2 All staff have a role to play in complying with health and safety principles and requirements and share responsibility for achieving safe working conditions. All staff must:

- 6.2.1 take care of their own health and safety and that of others;
- 6.2.2 observe health and safety rules;
- 6.2.3 wear any appropriate personal protective equipment;
- 6.2.4 undertake health and safety training when it is offered; and
- 6.2.5 follow instructions for the safe use of equipment.

- 6.3 Staff must report any health and safety concern immediately to your Manager or the Chief Executive.
- 6.4 Staff must co-operate with management in relation to health and safety matters, including any health and safety reviews and investigations.
- 6.5 AUKN takes this policy and its implementation very seriously. Any failure to comply with the terms of this policy may be treated as misconduct and will render an individual liable to disciplinary action under AUKN's Code of Conduct and Disciplinary Procedure.

7. INFORMATION AND CONSULTATION

AUKN will inform and consult directly with all staff regarding health and safety matters.

8. TRAINING AND SUPERVISION

- 8.1 AUKN is committed to ensuring all staff members are competent to do their tasks and are provided with adequate training and supervision to enable them to do so.
- 8.2 All staff will receive a health and safety induction and be provided with appropriate safety training.

9. ACCIDENTS AND FIRST AID

All accidents and injuries at work, however minor, should be reported to the Chief Executive and properly recorded in AUKN's accident book.

10. FIRE SAFETY AND EMERGENCY PROCEDURES

All staff should familiarise themselves with AUKN's fire safety and emergency procedures.

11. COMPUTERS AND DISPLAY SCREEN EQUIPMENT

Staff who use a computer or other display screen equipment as a significant part of their work are entitled to a workstation assessment and regular eyesight tests by an optician at AUKN's expense. Further information may be obtained from your Manager.

12. REPORTING CONCERNS

- 12.1 Staff are encouraged to make further suggestions in relation to AUKN's health and safety and working procedures or other initiatives they could undertake. If you have a suggestion, you should contact your Manager or the Chief Executive.
- 12.2 AUKN is fully committed to the highest possible standards of openness, honesty, and accountability. In line with that commitment, and in accordance with AUKN's Whistleblowing *Policy*, AUKN actively encourages any staff member who has serious concerns about health and safety issues, to voice those concerns openly as described above.

13. REVIEW

AUKN is committed to ensuring their policy remains effective. As part of their ongoing commitment, this policy is reviewed by the Chief Executive at least annually to verify it is in effective operation. Records of the reviews are maintained, and any necessary amendments are made to the policy as appropriate.

Homeworking

1. INTRODUCTION

- 1.1 The decision as to whether to allow partial or full-time homeworking, in relation to any given role, rests with AUKN, both in relation to existing roles and new ones.
- 1.2 Eligible workers in existing roles may request partial or full-time homeworking arrangements, but there is no obligation on AUKN to accede to such requests.

2. SUITABILITY FOR HOMEWORKING

- 2.1 In determining whether any given role, either existing or new, is suitable for homeworking, AUKN may take into account any or all of the following:
 - 2.1.1 whether it is a stand-alone role and, if so, whether it can be carried out effectively from a home location;
 - 2.1.2 whether it is a supervisory role, and whether it entails a high frequency of delegation and supervision;
 - 2.1.3 how much attendance in the office is reasonably required (e.g. the jobholder may be required to work from the office in certain circumstances, such as deputising for absent colleagues and during certain parts of the business cycle);
 - 2.1.4 the revenue responsibility of the role, and the potential for adverse impact in this regard;
 - 2.1.5 whether close supervision is required;
 - 2.1.6 whether the ratio of homeworkers to office workers in the relevant work group or department is workable;
 - 2.1.7 whether the role can be carried out at home from a physical point of view e.g. whether sufficient workspace and a suitable work environment can be provided at home. In the event of a change of home address, the new home address must also meet these requirements;
 - 2.1.8 whether colleagues' workflow will need to change to accommodate the role being carried out from home;
 - 2.1.9 whether the main functions of the role can be carried out from home from a logistical point of view, particularly in relation to administrative support roles;

- 2.1.10 whether there are any costs implications, including whether homeworking is in this instance affordable, and whether the costs outweigh the benefits for AUKN;
 - 2.1.11 whether the prospective homeworker can take reasonable steps to ensure security of AUKN's equipment in his or her home;
 - 2.1.12 whether the prospective homeworker can guarantee confidentiality of information at home; and
 - 2.1.13 whether the prospective homeworker's household/home insurance policy or any other relevant provision prohibits working from home.
- 2.2 Your Manager may, at his or her discretion, make an agreement to homeworking arrangements conditional upon successful completion of a specified trial period.

3. HOMEWORKER'S GUIDELINES

- 3.1 This policy applies both to:
- 3.1.1 eligible workers under a contract of employment under which it is envisaged that they will work from home for the majority of their working hours, referred to below as 'designated homeworkers'; and
 - 3.1.2 eligible workers who are ordinarily office-based, but who work from home on an ad hoc basis, referred to below as 'ad hoc homeworkers'.
- 3.2 An eligible worker who works for the majority of his or her working hours in the office, but whose contract of employment provides that he or she will work from home on a regular basis for a number of hours or days per week, is regarded as an ad hoc homeworker for the purposes of this policy.
- 3.3 Some parts of the policy only apply to one of the two categories, as explicitly indicated in the text.

4. HOURS OF WORK

- 4.1 For new designated homeworker roles, hours of work will be set out in the main statement of terms and conditions of employment.
- 4.2 Where it is agreed that you will become a designated homeworker, you must agree your working hours with your Manager before commencing homeworking. Once the working hours arrangement is agreed, that arrangement:
- 4.2.1 will forthwith become part of the main statement of terms and conditions of employment; and
 - 4.2.2 must forthwith, and before commencement of homeworking, be communicated to relevant team members and other relevant colleagues;
 - 4.2.3 cannot subsequently be varied except by agreement with your Manager or the Chief Executive.

5. PLACE OF WORK

- 5.1 A designated homeworker's place of work will be his or her current home address. Where this change, it is the responsibility of the designated homeworker to notify AUKN. A minimum of four weeks' notice of change of address must be provided.
- 5.2 An ad hoc homeworker's place of work will be agreed in the main statement of terms and conditions of employment.

6. OFFICE ATTENDANCE BY DESIGNATED HOMEWORKERS

In most circumstances a designated homeworker will be required to attend, or work from, the office from time to time for the purposes of attending meetings, briefings, or training. In addition, a designated homeworker may be required, on reasonable notice being given to him or her by AUKN, to work from the office during key points of a business cycle, to deputise for absent colleagues or in other relevant circumstances. The extent of this requirement will be particularised as far as practicable at the time of confirming homeworking arrangements, but attendance at the office may be required at any time at AUKN's discretion provided reasonable notice is given.

7. WHEN AD HOC HOMEWORKERS MAY WORK AT HOME

Except where an ad hoc homeworker's contract of employment already provides that he or she will work from home on a regular basis for a number of hours or days per week, on each and every occasion that an ad hoc homeworker wishes to work from home, you must secure permission to do so in advance from your Manager or the Chief Executive. AUKN is entitled to accede to or decline such requests at their absolute discretion.

8. TRAVEL COSTS OF DESIGNATED HOMEWORKERS

- 8.1 All business trips undertaken to and from the home address of a designated homeworker will be refunded in line with AUKN's Expenses Policy.
- 8.2 AUKN will provide:
 - 8.2.1 all necessary computer equipment. AUKN will be responsible for the maintenance, repair, and removal of such equipment;
 - 8.2.2 a business telephone line for business usage only. This line will be in AUKN's name, and itemised bills will be sent to and paid for by AUKN;
 - 8.2.3 an account with a service provider allowing connection to the internet and AUKN's relevant online resources. This account will be in AUKN's name, and bills will be sent to and paid for by AUKN;
 - 8.2.4 stationery;
 - 8.2.5 a suitable desk, chair, and other required furniture; and
 - 8.2.6 a document shredder, where AUKN considers one is required.
- 8.3 As regards all of the items listed above:
 - 8.3.1 they remain the property of AUKN;

- 8.3.2 they must not be removed from the eligible worker's home address without written permission from their manager or the Chief Executive;
 - 8.3.3 they must not be used other than for work purposes;
 - 8.3.4 it is the responsibility of the eligible worker to take reasonable care of them; the eligible worker will be responsible for any damage to them which goes beyond normal wear and tear; and
 - 8.3.5 the eligible worker must report any damage to them, or malfunctioning of them, to their manager as soon as possible.
- 8.4 Provided reasonable notice is given, designated homeworkers must allow other eligible workers of AUKN, and contractors acting on AUKN's behalf, to have access to his or her home at any reasonable time, in order that those eligible workers or contractors may:
- 8.4.1 install, inspect, replace, service, repair or maintain the items listed above; or
 - 8.4.2 carry out a risk assessment; or
 - 8.4.3 collect items belonging to AUKN (including any of the items listed above) on termination of employment, if they have not already been returned within the period requested.
- 8.5 Where a designated homeworker moves to a new home address, AUKN will cover such reasonable additional costs or expenses as may arise in connection with setting up a new business telephone installation and providing an Internet connection.
- 8.6 The designated homeworker will be required to provide a secure room in which he or she will work, preferably dedicated to work purposes.

9. AD HOC HOMEWORKERS

AUKN will not provide any ad hoc homeworker with computer equipment (additional to that used in AUKN's premises), furniture, dedicated telephone line for use at home or Internet connection, unless he or she is unable to work on AUKN's premises for an extended period due to circumstances occasioned by AUKN. Ad hoc homeworkers will be reimbursed for all telecommunication and postage costs provided relevant itemised telephone bills and receipts for postal expenses are submitted in accordance with AUKN's Expenses Policy. The eligible worker must identify business calls on itemised bills before submitting them through expenses.

10. INSURANCE

- 10.1 All property of AUKN provided to homeworkers for use in their home will be covered under AUKN's insurance policy.
- 10.2 Any homeworker provided with property of AUKN at home must not do, cause, or permit any act or omission which will avoid coverage under AUKN's insurance policy. If in any doubt as to whether particular acts or omissions will have this effect, the homeworker should consult their manager or the Chief Executive immediately.

- 10.3 Homeworkers who hold a household/home insurance policy should notify their insurer of their homeworking arrangements, and are responsible for ensuring that those arrangements do not breach any policy condition, restrictive covenant affecting their home address, local authority planning restriction or mortgage condition.

11. GENERAL LIABILITY

- 11.1 As owner/occupier of his or her home, the homeworker remains responsible for ensuring:

11.1.1 the safety of any visitors to the premises, as well as any other family members, particularly children; and

11.1.2 that the general fabric of the home and its fixtures and fittings, including in any area in which the homeworker works, are maintained in a safe and functional state for performance of work there; e.g. electrical sockets and other parts of a homeworker's domestic electric system are his or her own responsibility.

12. CONFIDENTIALITY

- 12.1 In accordance with AUKN's policies and procedures from time to time in force, the homeworker is responsible for maintaining the security and confidentiality of any business-related resources/equipment or information to which he or she has access. In particular:

12.1.1 the homeworker must take reasonable steps to restrict the access of family and friends to work equipment, materials, documents, and other data in order to:

- (a) avoid damage or loss; and
- (b) maintain business confidentiality;
- (c) the homeworker must ensure that all confidential material that requires disposal is shredded or, in the case of electronic material, securely destroyed, as soon as any need for its retention has passed; and
- (d) the homeworker must take reasonable care of work-related information and property of AUKN when travelling to or from home.

13. DATA PROTECTION

All homeworkers must comply with their duties and obligations with regard to confidentiality and data protection under AUKN's Data Protection and Personal Records Policy.

14. HEALTH AND SAFETY

- 14.1 AUKN has certain obligations under health and safety legislation which may require it on occasion to perform a risk assessment of the work activities carried out by a homeworker. The purpose of completing a risk assessment is to identify the hazards relating to the homeworker's work activities and to decide whether sufficient steps have been taken to prevent harm to him or her or anyone else who may be affected by his or her work.

- 14.2 Risk assessments in relation to the working environment of a homeworker may, depending on what approach is viewed as most appropriate by AUKN, be carried out:
 - 14.2.1 by another eligible worker or contractor on AUKN's behalf (and, in order to facilitate this, the homeworker is required to provide access to his or her home to the extent described above); or
 - 14.2.2 as a self-assessment by the homeworker.
- 14.3 Where self-assessments are required:
 - 14.3.1 appropriate risk assessment training and advice will be provided to the homeworker; and
 - 14.3.2 the homeworker is expected to cooperate fully in training for and undertaking the assessment.
- 14.4 Where a homeworker works with display screen equipment:
 - 14.4.1 AUKN will ensure that the equipment is safe and fit for use, and advice will be provided to the homeworker on how to use it safely, including information on breaks from work; and
 - 14.4.2 he or she is entitled to eye tests paid for by AUKN, in line with standard guidelines for other eligible workers.
- 14.5 All risk assessment findings will be recorded and reviewed as appropriate.
- 14.6 In the event that an accident occurs, or the homeworker contracts an illness or sustains an injury, this must be notified as soon as possible to their manager.
- 14.7 For further health and safety information, see AUKN's Health and Safety Policy.

15. COMMUNICATION AND MEETINGS

- 15.1 To minimise the potential isolation of designated homeworkers, and/or to allow for their proper supervision and management, AUKN will, where appropriate, involve homeworkers in regular meetings or consultations. Homeworkers are required to attend such meetings. If a homeworker cannot attend a scheduled meeting for good reason, he or she should notify the person organising the meeting in advance of this fact.
- 15.2 In addition to regular meetings, AUKN will ensure that regular contact is made between the designated homeworker and members of his or her team.
- 15.3 Homeworkers are expected to be contactable, within reason, during the agreed hours of work. Contact outside these hours will only be made in cases of urgency.

16. TRAINING AND DEVELOPMENT

- 16.1 Training of designated homeworkers will take place as appropriate and required. Designated homeworkers will be expected to participate in any departmental or general training sessions.

- 16.2 Designated homeworkers will have the same opportunities as office-based workers to apply for those vacancies advertised by AUKN.

17. MONITORING AND REVIEW

- 17.1 AUKN's Homeworking Policy will be reviewed on a regular basis.
- 17.2 In the unlikely event that the homeworking arrangement is not operating effectively, AUKN reserves the right to require a homeworker to undertake his or her work instead in the offices of AUKN on a permanent basis. In the event that this occurs, AUKN will provide the homeworker with reasons for the change and give reasonable notice of its implementation.

Information Security

1. INTRODUCTION

- 1.1 AUKN is committed to the highest standards of information security and treats confidentiality and data security extremely seriously.
- 1.2 In relation to personal information, under Retained Regulation (EU) 2016/679, and the UK General Data Protection Regulation ('UK GDPR'), AUKN must:
- 1.2.1 use technical or organisational measures to ensure personal information is kept secure, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage;
 - 1.2.2 implement appropriate technical and organisational measures to demonstrate that it has considered and integrated data compliance measures into AUKN's data processing activities; and
 - 1.2.3 be able to demonstrate that it has used or implemented such measures.
- 1.3 This purpose of this policy is to:
- 1.3.1 protect against potential breaches of confidentiality;
 - 1.3.2 ensure all our information assets and IT facilities are protected against damage, loss or misuse;
 - 1.3.3 support AUKN's Data Protection and Personal Records Policy in ensuring all staff are aware of and comply with UK law and AUKN's procedures applying to the processing of personal information; and
 - 1.3.4 increase awareness and understanding in AUKN of the requirements of information security and the responsibility of staff to protect the confidentiality and integrity of the information that they themselves handle.

2 DEFINITIONS

For the purposes of this Policy:

business information	means business-related information other than personal information
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	regarding customers, clients, suppliers and other business contacts of AUKN;
confidential information	means trade secrets or other confidential information (either belonging to AUKN or to third parties) that is processed by AUKN;
personal information	(sometimes known as personal data) means information relating to an individual who can be identified (directly or indirectly) from that information;
pseudonymised	means the process by which personal information is processed in such a way that it cannot be used to identify an individual without the use of additional information, which is kept separately and subject to technical and organisational measures to ensure that the personal information cannot be attributed to an identifiable individual;
sensitive personal information	(sometimes known as 'special categories of personal data' or 'sensitive personal data') means personal information about an individual's race, ethnic origin, political opinions, religious or philosophical beliefs, trade union membership (or non-membership), genetic information, biometric information (where used to identify an individual) and information concerning an individual's health, sex life or sexual orientation.

3 ROLES AND RESPONSIBILITIES

- 3.1 Information security is the responsibility of all staff. However, the Chief Executive has overall responsibility for:
 - 3.1.1 monitoring and implementing this policy;
 - 3.1.2 monitoring potential and actual security breaches;
 - 3.1.3 ensuring that staff are aware of their responsibilities; and
 - 3.1.4 ensuring compliance with the requirements of Retained Regulation (EU) 2016/679, UK GDPR and other relevant legislation and guidance.

4 SCOPE

- 4.1 The information covered by this policy includes all written, spoken and electronic information held, used or transmitted by or on behalf of AUKN, in

whatever media. This includes information held on computer systems, hand-held devices, phones, paper records, and information transmitted orally.

- 4.2 This policy applies to all staff, which for these purposes includes eligible workers, including employees and temporary and agency workers, other contractors, consultants, volunteers, interns, casual workers, and self-employed contractors.
- 4.3 All staff must be familiar with this policy and comply with its terms.
- 4.4 Employer information covered by this policy may include:
 - 4.4.1 personal information relating to staff, customers, clients, suppliers;
 - 4.4.2 other business information; and
 - 4.4.3 confidential information.
- 4.5 This policy supplements AUKN's other policies relating to data protection, internet, email, and communications document retention.
- 4.6 AUKN will review and update this policy in accordance with our data protection and other obligations. It does not form part of any individual's contract of employment and AUKN may amend, update or supplement it from time to time.

5 GENERAL PRINCIPLES

- 5.1 All Employer information must be treated as commercially valuable and protected from loss, theft, misuse or inappropriate access or disclosure.
- 5.2 Personal information, and sensitive personal information, must be protected against unauthorised and/or unlawful processing and against accidental loss, destruction or damage, by the use of appropriate technical and organisational measures.
- 5.3 Staff should discuss with line managers the appropriate security arrangements and technical and organisational measures which are appropriate and in place for the type of information they access in the course of their work.
- 5.4 Employer information (other than personal information) is owned by AUKN and not by any individual or team.
- 5.5 Employer information must be used only in connection with work being carried out for AUKN and not for other commercial or personal purposes;
- 5.6 Personal information must be used only for the specified, explicit and legitimate purposes for which it is collected.

6 INFORMATION MANAGEMENT

- 6.1 Personal information must be processed in accordance with:
 - 6.1.1 the data protection principles, set out in AUKN's Data Protection and Personal Records Policy;
 - 6.1.2 AUKN's Data Protection and Personal Records Policy generally; and

- 6.1.3 all other relevant policies.
- 6.2 In addition, all information collected, used and stored by AUKN must be:
 - 6.2.1 adequate, relevant and limited to what is necessary for the relevant purposes; and
 - 6.2.2 kept accurate and up to date.
- 6.3 AUKN will take appropriate technical and organisational measures to ensure that personal information is kept secure and protected against unauthorised or unlawful processing, and against accidental loss, destruction or damage, including:
 - 6.3.1 pseudonymisation of personal information; and/or
 - 6.3.2 encryption of personal information.
- 6.4 Personal information and confidential information will be kept for no longer than is necessary and stored and destroyed in accordance with data retention guidelines. All confidential material that requires disposal must be shredded or, in the case of electronic material, securely destroyed as soon as the need for its retention has passed.

7 HR INFORMATION

- 7.1 Given the internal confidentiality of personnel files, access to such information is limited to those with express authority. Except as provided, other staff are not authorised to access that information.
- 7.2 Any staff member in a management or supervisory role or involved in recruitment must keep personnel information strictly confidential.
- 7.3 Staff may ask to see their personnel files and any other personal information in accordance with Retained Regulation (EU) 2016/679, the UK GDPR, the Data Protection Act 1998, and other relevant legislation.

8 ACCESS TO OFFICES AND INFORMATION

- 8.1 Office doors, keys and access codes must be kept secure at all times and keys or access codes must not be given or disclosed to any third party at any time.
- 8.2 Documents containing confidential information, and equipment displaying confidential information, should be positioned in a way to avoid them being viewed by people passing by e.g. through office windows.
- 8.3 Visitors must be required to sign in at reception, accompanied at all times and never left alone in areas where they could have access to confidential information.
- 8.4 Wherever possible, visitors should be seen in meeting rooms. If it is necessary for a member of staff to meet with visitors in an office or other room which contains Employer information, then steps should be taken to ensure that no confidential information is visible.

- 8.5 At the end of each day, or when desks are unoccupied, all paper documents, backup systems and devices containing confidential information must be securely locked away.

9 COMPUTERS AND IT

- 9.1 Password protection and encryption must be used where available on Employer systems in order to maintain confidentiality.
- 9.2 Computers and other electronic devices must be password protected and those passwords must be changed on a regular basis. Passwords must not be written down or given to others.
- 9.3 Computers and other electronic devices must be locked when not in use and when you leave your desk, to minimise the risk of accidental loss or disclosure.
- 9.4 Confidential information must not be copied onto floppy disk, removable hard drive, CD or DVD or memory stick/thumb drive without the express permission of AUKN. Data held on any of these devices should be transferred to AUKN's computer network as soon as possible in order for it to be backed up and then deleted from the device.
- 9.5 Staff must ensure they do not introduce viruses or malicious code on to AUKN's systems. Software must not be installed or downloaded from the internet without it first being virus checked. Staff should contact their manager for guidance on appropriate steps to be taken to ensure compliance.

10 COMMUNICATIONS AND TRANSFER OF INFORMATION

- 10.1 Staff must be careful about maintaining confidentiality when speaking in public places, e.g. when speaking on a mobile telephone.
- 10.2 Confidential information must be marked 'confidential' and circulated only to those who need to know the information in the course of their work for AUKN. Further details of how emailed information must be marked and protected are set out in AUKN's Internet, Email and Communications Policy and in the rest of this section of the policy.
- 10.3 Confidential information must not be removed from AUKN's offices unless required for authorised business purposes, and then only in accordance with paragraph 10.4 below.
- 10.4 Where confidential information is permitted to be removed from AUKN's offices, all reasonable steps must be taken to ensure that the integrity of the information and confidentiality are maintained. Staff must ensure that confidential information is:
- 10.4.1 stored on an encrypted device with strong password protection, which is kept locked when not in use;
 - 10.4.2 when in paper copy, not transported in see-through or other unsecured bags or cases;
 - 10.4.3 not read in public places (e.g. waiting rooms, cafes, trains); and
 - 10.4.4 not left unattended or in any place where it is at risk (e.g. in conference rooms, car boots, cafes).

10.5 Postal, document exchange (DX) and email addresses and numbers should be checked and verified before information is sent to them. Particular care should be taken with email addresses where auto-complete features may have inserted incorrect addresses.

10.6 All sensitive or particularly confidential information should be encrypted before being sent by email, or be sent by tracked DX or recorded delivery.

11 PERSONAL EMAIL AND CLOUD STORAGE ACCOUNTS

11.1 Personal email accounts, such as Yahoo, Google or Hotmail and cloud storage services, such as Dropbox, iCloud and OneDrive are vulnerable to hacking. They do not provide the same level of security as the services provided by our own IT systems.

11.2 Do not use a personal email account or cloud storage account for work purposes.

12 HOMEWORKING

12.1 Staff must not take Employer information home unless required for authorised business purposes, and then only in accordance with paragraph 12.2 below.

12.2 Where staff are permitted to take Employer information home, staff must ensure that appropriate technical and practical measures are in place within the home to maintain the continued security and confidentiality of that information. In particular:

12.2.1 personal and confidential information must be kept in a secure and locked environment where it cannot be accessed by family members or visitors; and

12.2.2 all personal and confidential information must be retained and disposed of in accordance with paragraph 6.4 above.

12.3 Staff must not store confidential information on their home computers (PCs, laptops or tablets).

12.4 You should refer to AUKN's Homeworking Policy for further information.

13 TRANSFER TO THIRD PARTIES

13.1 Third parties should be used to process Employer information only in circumstances where appropriate written agreements are in place ensuring that those service providers offer appropriate confidentiality, information security and data protection undertakings. Consideration must be given to whether the third parties will be processors for the purposes of Retained Regulation (EU) 2016/679, or the UK GDPR.

13.2 Staff involved in setting up new arrangements with third parties or altering existing arrangements should consult the Chief Executive for more information.

14 OVERSEAS TRANSFER

14.1 There are restrictions on international transfers of personal information and transfers to international organisations. Staff must not transfer personal

information outside the UK or to international organisations without prior written authorisation.

- 14.2 You should refer to AUKN's Data Protection and Personal Records Policy for further information on international transfers.

15 TRAINING

- 15.1 All staff will receive training on this policy as required and deemed necessary including, for example, whenever there is a substantial change in the law or our policy and procedure.
- 15.2 Completion of any training provided is compulsory.
- 15.3 AUKN will continually monitor training needs but if you feel that you need further training on any aspect of the relevant law or our Information Security Policy or procedures, please contact your Manager in the first instance.

16 REPORTING BREACHES

- 16.1 All members of staff have an obligation to report actual or potential data protection compliance failures. This allows AUKN to:
- 16.1.1 investigate the failure and take remedial steps if necessary;
 - 16.1.2 maintain a register of compliance failures; and
 - 16.1.3 make any applicable notifications.

17 CONSEQUENCES OF FAILING TO COMPLY WITH THIS POLICY

- 17.1 AUKN takes compliance with this policy very seriously. Failure to comply with it puts both staff and AUKN at significant risk. The importance of this policy means that failure to comply with any requirement of it may lead to disciplinary action in accordance with AUKN's Code of Conduct and Disciplinary Procedure, which may result in dismissal.
- 17.2 Staff with any questions or concerns about anything in this policy should not hesitate to contact their manager in the first instance.

Internet, Email and Communications

1. INTRODUCTION

- 1.1 This policy outlines the principles and standards AUKN requires those using their internet, email, and other communications systems to observe. It also explains when AUKN will monitor the use of those systems and the action AUKN will take if the terms of this policy are breached.
- 1.2 The facilities provided by AUKN are for its own business purposes to assist staff in carrying out their duties effectively. It is the responsibility of all staff to ensure AUKN's technology is used for proper business purposes and in a manner that does not compromise AUKN or its work force in any way.
- 1.3 This policy applies to the use of AUKN's technology while at work and also when using AUKN's technology outside work.

- 1.4 Misuse of the internet, email and/or other communication systems can expose both individual and AUKN to legal or financial liability. It is important therefore that all staff read the policy carefully and ensure that all use of internet, email and other communication systems is in accordance with its terms.
- 1.5 This policy applies to all eligible workers of AUKN, including agency workers, *in addition to consultants, volunteers, interns, casual workers, self-employed workers and any other contractors* who have access to AUKN's computer and other communications systems. It also applies to personal use of AUKN's equipment and technology in any way that reasonably allows others to identify any individual as associated with AUKN.
- 1.6 This policy does not form part of any eligible worker's contract of employment and AUKN may amend it at any time.
- 1.7 The Chief Executive is responsible for the monitoring and implementation of this policy. Any questions about the content or application of this policy or other comments should be referred to the Chief Executive.

2. USE OF AUKN'S COMPUTER SYSTEMS

- 2.1 Staff may use AUKN's computer systems only to the extent that they are authorised to do so. Staff should not use AUKN's computer equipment for any purpose that is not connected to AUKN's business unless they have express permission to do so, or they are making personal use of the system as permitted by this policy. Use of AUKN's systems for commercial purposes other than the business of AUKN is strictly prohibited.
- 2.2 Any individual with access to AUKN's network must adhere to strict access controls, to reduce the risk of virus infections, hacking and other unauthorised access attempts:
 - 2.2.1 only authorised equipment is allowed to connect to AUKN's network from any office location;
- 2.3 AUKN licenses software from a number of sources. AUKN does not own that software and must comply with any restrictions or limitations on use, in accordance with its licence agreements. All staff must adhere to the provisions of any software licence agreements to which AUKN is party.
- 2.4 Staff must not use any software for any purpose outside the business of AUKN without express permission of the Chief Executive or as otherwise permitted by the terms of this policy. Staff must not copy, download, or install any software without first obtaining permission from the Chief Executive.

3. CONFIDENTIALITY

- 3.1 Staff should never assume that internal or external messages are necessarily private and confidential, even if marked as such. Email and the internet are not secure means of communication, and third parties may be able to access or alter messages that have been sent or received. Do not send any information in an email which you would not be happy being publicly available. Matters of a sensitive or personal nature should not be transmitted by email unless absolutely unavoidable and if so, should be clearly marked in the message header as highly confidential.

- 3.2 Staff should refer to the staff handbook for details of the types of information that AUKN regards as confidential, and which should be treated with particular care.

4. GENERAL RULES REGARDING COMMUNICATIONS AND EMAIL

- 4.1 All communications, including email, should reflect the highest professional standards at all times. In particular, all staff must:
- 4.1.1 keep messages brief and to the point;
 - 4.1.2 ensure the spelling and grammar are carefully checked before sending;
 - 4.1.3 ensure that an appropriate heading is inserted in the subject field;
 - 4.1.4 double check the recipient(s) before pressing the send button—not only can it be embarrassing if a message is sent to the wrong person, but it can also result in the unintentional disclosure of confidential information about AUKN or a client/customer; and
 - 4.1.5 ensure that all emails sent from AUKN include the current disclaimer wording.
- 4.2 Staff must not send messages from another person's email address (unless authorised in the proper performance of their duties) or under an assumed name.
- 4.3 Staff must not send offensive, demeaning, disruptive or defamatory messages or images by *fax* or any method. This includes, but is not limited to, messages or images inconsistent with AUKN's Equality and Diversity Policy and Harassment and Bullying Policy, and any sexist or racist material or any material which could be offensive on the grounds of a person's disability, age, sexual orientation, gender or religion or belief.
- 4.4 Staff must not place on the system, or send, any message or image which could be regarded as personal, potentially offensive, or frivolous to any recipient or to any other person (even if not sent to them).
- 4.5 If any individual receives any communication containing material that is offensive or inappropriate to the office environment, the individual must delete it immediately. Under no circumstances should such communication be forwarded either internally or externally, other than internally to the Chief Executive in order to report a breach of this policy.
- 4.6 Staff should not transmit anything in an email or other communication that they would not be comfortable writing (or someone else reading) in a letter. Emails leave a retrievable record and, even when deleted, can remain on both the individual's computer and on AUKN's back-up system. Emails can be recovered and used as evidence in court proceedings and/or reviewed by regulators. Electronic messages are admissible as evidence in legal proceedings and have been used successfully in libel and discrimination cases.
- 4.7 Staff must not create congestion on AUKN's systems by sending trivial messages or by unnecessarily copying or forwarding of messages to recipients who do not need to receive them, or by sending or forwarding chain mail, junk mail, cartoons, jokes, or gossip.

- 4.8 Staff must use AUKN's email address for sending and receiving work-related emails and must not use their own personal email accounts to send or receive emails for the purposes of AUKN's business. Staff must not send (inside or outside work) any message in AUKN's name unless it is for an authorised, work-related purpose.
- 4.9 Staff must not send unsolicited commercial emails to persons with whom the individual does not have a prior relationship without the express permission of the relevant manager.
- 4.10 Communications must not provide references, recommendations, or endorsement for any third party, unless expressly authorised by the Chief Executive.
- 4.11 Communications must not use AUKN's logos and other branding material without the approval of the Chief Executive.

5. PASSWORDS

- 5.1 Each individual is personally responsible for the security of all equipment allocated to or used by them. An individual must not allow equipment allocated to that person to be used by any other person other than in accordance with this policy.
- 5.2 Each individual must use passwords on all IT equipment allocated to them and must keep any password allocated to them confidential and must change their password regularly.
- 5.3 No individual may use another person's username and/or password to access AUKN's systems, nor may any individual allow any other person to use their password(s). If it is anticipated that someone may need access to an individual's confidential files in their absence, that individual should arrange for the files to be copied to a network location that is properly secure where the other person can access them or give the person temporary access to the relevant personal folders.
- 5.4 All staff must log out of AUKN's system or lock their computer when leaving their desk for any period of time. All staff must log out and shut down their computer at the end of the working day.

6. CONTACT LISTS

Lists of contacts compiled by staff during the course of their employment and stored on AUKN's email system and/or other AUKN database(s) (irrespective of how they are accessed) belong to AUKN. Such lists may not be copied or removed by staff for use outside their employment or after their employment ends.

7. SYSTEMS AND DATA SECURITY

- 7.1 Computer viruses are often sent by email and can cause significant damage to AUKN's information systems. Be particularly cautious and vigilant in relation to unsolicited emails from unknown sources.
- 7.2 If an individual suspects that an email may contain a virus, they should not reply to it, open any attachments to it or click on any links in it and must contact the Chief Executive immediately for advice.

- 7.3 No personal computer, mobile phone, tablet computer, USB storage device or other device is permitted to be connected to AUKN's systems or network without express prior permission from the Chief Executive. Any permitted equipment must have up-to-date anti-virus software installed on it and AUKN may inspect such equipment in order to verify this.
- 7.4 Staff must not run any '.exe' files, particularly those received via email, unless authorised to do so in advance by the Chief Executive. Unauthorised files should be deleted immediately upon receipt without being opened.
- 7.5 Staff must not access or attempt to access any password-protected or restricted parts of AUKN's systems for which they are not an authorised user.
- 7.6 Staff must inform the Chief Executive immediately if they suspect their computer may have a virus and must not use the computer again until informed it is safe to do so.
- 7.7 All laptop, tablet, smartphone, and mobile phone users should be aware of the additional security risks associated with these items of equipment. All such equipment must be locked away in a secure location if left unattended overnight.

8. THE INTERNET

- 8.1 Access to the internet during working time is *strictly limited to* matters relating to your work duties and employment.
- 8.2 Any unauthorised use of the internet is strictly prohibited. Unauthorised use includes (but is not limited to):
 - 8.2.1 creating, viewing, accessing any webpage, or posting, transmitting, or downloading any image, file, or other information unrelated to your employment and, in particular, which could be regarded as pornographic, illegal, criminal, offensive, obscene, in bad taste or immoral and/or which is liable to cause embarrassment to AUKN or to their clients/customers;
 - 8.2.2 engaging in computer hacking and/or other related activities; and
 - 8.2.3 attempting to disable or compromise security of information contained on AUKN's systems or those of a third party.
- 8.3 Staff are reminded that such activity may also constitute a criminal offence.
- 8.4 Postings placed on the internet may display AUKN's address. For this reason you should make certain before posting information that the information reflects the standards and policies of AUKN. Under no circumstances should information of a confidential or sensitive nature be placed on the internet. Staff must not use AUKN's name in any internet posting (inside or outside work) unless it is for a work-related purpose.
- 8.5 Information posted or viewed on the internet may constitute published material. Therefore, reproduction of information posted or otherwise available over the internet may be done only by express permission from the copyright holder. Staff must not act in such a way as to breach copyright or the licensing conditions of any internet site or computer program.

- 8.6 Subscriptions to news groups, mailing lists and social networking websites are permitted only when the subscription is for a work-related purpose. Any other subscriptions are prohibited.

- 8.7 AUKN may block or restrict access to any website at its discretion.

9. MONITORING

AUKN's systems enable them to monitor telephone (including mobile telephone), email, voicemail, internet, and other communications. Any individual's use (including personal use) of their systems may be monitored by automated software or otherwise, for business reasons, in order to carry out AUKN's obligations and in order to monitor compliance with the terms of this policy.

10. PROHIBITED USE AND BREACH OF THIS POLICY

- 10.1 AUKN considers this policy to be extremely important. Any breach of the policy will be dealt with under AUKN's Code of Conduct and Disciplinary Procedure. In certain circumstances, breach of this policy may be considered gross misconduct resulting in immediate termination of employment or engagement without notice or payment in lieu of notice. In addition, or as an alternative, AUKN may withdraw an individual's internet and/or email access.

- 10.2 Examples of matters that will usually be treated as gross misconduct include (this list is not exhaustive):

10.2.1 unauthorised use of the internet as outlined in paragraph 8.2 above;

10.2.2 creating, transmitting, or otherwise publishing any false and defamatory statement about any person or organisation;

10.2.3 creating, viewing, accessing, transmitting, or downloading any material which is discriminatory or may cause embarrassment to other individuals, including material which breaches the principles set out in AUKN's Equality and Diversity Policy and Harassment and Bullying Policy;

10.2.4 accessing, transmitting, or downloading any confidential information about AUKN and/or any of their staff and/or client or customers, except where authorised in the proper performance of your duties;

10.2.5 accessing, transmitting, or downloading unauthorised software; and

10.2.6 viewing, accessing, transmitting, or downloading any material in breach of copyright.

Job Flexibility

1. INTRODUCTION

- 1.1 This policy applies to all eligible workers. This policy does not apply to consultants or self-employed contractors.

- 1.2 This policy is for guidance only and does not form part of your contract of employment and AUKN may alter it at any time. Please contact your Manager or the Chief Executive if you have any queries about your entitlement.

2. ADDITIONAL TASKS

There may be times when AUKN will require you to undertake additional tasks, duties, or responsibilities. This would be particularly so during annual leave periods or to cover long term sickness of another eligible worker. AUKN therefore reserves the right to vary your job at any time, according to the needs of its business. However, you will not be expected to perform tasks which are outside the range of your normal skills and experience.

3. TRANSFERS

There may also be times when you could be asked to transfer, either temporarily or permanently, to an alternative job within AUKN's business. AUKN would also seek to obtain your agreement to such a transfer, but AUKN reserves the right, at its absolute discretion, to transfer you without agreement.

Lay-Off and Short-Time Working

1. INTRODUCTION

- 1.1 This policy applies to all eligible workers. This policy does not apply to consultants or self-employed contractors.
- 1.2 This policy is for guidance only and does not form part of your contract of employment and AUKN may alter it at any time. Please contact your Manager if you have any queries about your entitlement.
- 1.3 AUKN reserves the right to lay-off or place eligible workers on short-time working, depending upon the needs of AUKN's business, for example because there is a temporary cessation of or reduction in work or a temporary closure of the workplace.
- 1.4 You will be notified of the lay-off or short-time working, the date when it will start and how long it is anticipated to last for. The position will then be kept under regular review by AUKN.

2. ENTITLEMENTS DURING PERIODS OF LAY-OFF AND SHORT-TIME WORKING

- 2.1 In the event that you are laid off or put on short-time working, your entitlement to pay on working days in that period of lay-off or short-time working will cease and instead, if you qualify, you will be paid guaranteed payments at the prevailing statutory rate during that period. Guarantee payments are paid for a maximum of the first 5 workless days within a 3-Month period.
- 2.2 If you are placed on short-time working, you will be paid at your normal hourly rate for the hours worked.

Lone Working

1. INTRODUCTION

Both individual staff members who work alone, and their managers, have a duty to assess and reduce the risks lone working presents. This policy sets out the approach of AUKN to lone working and should be read in conjunction with AUKN's Health and Safety Policy.

2. PURPOSE AND SCOPE

2.1 This policy is designed to:

2.1.1 ensure staff are aware of the risks presented by lone working; and

2.1.2 identify the responsibilities of staff and managers.

2.2 This policy applies to all staff who work alone, at any time, and their supervisors/managers.

3. WHO IS A LONE WORKER?

3.1 A lone worker is a member of staff who works by themselves without close or direct supervision.

3.2 The key characteristic is that lone workers are physically isolated from colleagues, and may be without access to immediate assistance.

3.3 Examples include:

3.3.1 people who work from home;

3.3.2 mobile workers outside of their fixed base;

3.3.3 people visiting domestic and commercial premises;

3.3.4 people who work separately from others (e.g. reception workers or people who work outside normal business hours);

3.3.5 staff working among, and at the premises of, AUKN's customers/clients/service users, and any business partners.

4. RESPONSIBILITIES

AUKN has specific responsibilities in terms of health and safety, whilst individual lone workers also have responsibilities, as set out in the table below:

Employer Responsibilities	Lone Worker Responsibilities
Undertake risk assessments.	Take all reasonable care of yourselves and other people affected by your work activities.
Control access to the workplace.	Ensure you are familiar with exits and alarms.

Employer Responsibilities	Lone Worker Responsibilities
Ensure emergency exits remain clear.	Follow all safety systems and procedures strictly.
Ensure alarm systems are checked regularly.	Inform line manager/supervisor, or other designated person, when you will be working alone, giving accurate details of location if this is different from your normal location.
Provide telephone and first aid equipment.	Ensure mobile phones (and other equipment) are charged and in working order.
Maintain any system for signing in and out.	Take every reasonable precaution to ensure your address and telephone number remain confidential.
Agree and facilitate communication arrangements (including checking-in and fall-back systems).	Assist with risk assessments.
Ensure all staff understand and follow applicable reporting procedures.	Report all incidents through the reporting procedure set out in this policy.
Review incident reports and ensure remedial (immediate and planned) action is implemented where necessary.	Co-operate with AUKN in collectively meeting AUKN's legal obligations.
Make provision for regular contact with lone workers.	Adhere to any new rules and/or health and safety procedures.
Conduct risk assessments.	Provide regular updates in relation to health and safety obligations.
Ensure appropriate support is given to staff involved in any incident.	

5. RISK ASSESSMENT

- 5.1 Before working alone, an assessment of the risks involved must be made in conjunction with AUKN.
- 5.2 All available information should be taken into account, and checked or updated as necessary.
- 5.3 Issues considered will include:
 - 5.3.1 the environment - location, security, access;
 - 5.3.2 the context - nature of the task, any special circumstances regarding the individuals concerned, any indicators of potential or actual risk;
 - 5.3.3 history - any previous incidents in similar situations; and

5.3.4 any other special circumstances.

5.4 You may be asked to contribute to the risk assessment process.

6. PERSONAL SAFETY

6.1 AUKN takes the safety of all staff very seriously indeed and will take all necessary steps to ensure that staff are adequately protected, including the steps set out and identified in this policy.

6.2 You should take all reasonable steps to ensure your own safety.

7. HEALTH AND SAFETY INCIDENTS

7.1 What is an incident?

7.1.1 An incident is any event or circumstance that could have or did lead to harm, loss, or damage to people.

7.1.2 Examples of incidents include (but are not limited to):

- (a) slips, trips, falls, cuts;
- (b) fire, flood, or other natural disaster causing the risk of or actual health and safety concerns;
- (c) major incidents; or
- (d) other incidents not identified but which satisfy the definition set out above.

7.2 Reporting an incident

7.2.1 You should ensure that all incidents, including near misses, are reported to your Manager at the earliest possible opportunity.

7.2.2 Your Manager will make a full record of the incident.

7.2.3 If you are unsure whether to report an incident, you should refer to your Manager for clarification.

7.3 Incident management - response

7.3.1 If an incident occurs while you are working alone, where possible, you should:

- (a) go to a safer place, if necessary;
- (b) summon assistance (e.g. an ambulance), if required, or ask someone to do it for you;
- (c) contact your Manager to report the incident.

7.4 Incident management – post-incident

7.4.1 Following an incident, depending on the specific situation, AUKN will ensure you receive all appropriate support, which could include medical treatment and advice.

- 7.4.2 AUKN will review the circumstances of any incident, review relevant risk assessments, and where appropriate, update and communicate changes to all relevant staff.

8. TRAINING

- 8.1 Where appropriate staff will be provided with basic health and safety training.
- 8.2 The requirements for any additional training relating for lone working will vary depending on the nature of the work and work arrangements of the individual concerned. Where further training needs are identified, training will be provided.

9. MONITORING AND REVIEW

- 9.1 AUKN's lone worker arrangements, including the operation of this policy, will be subject to ongoing monitoring through the supervision process, e.g. through team meetings, risk assessments, etc.
- 9.2 Any member of staff with a concern regarding lone working issues should ensure it is discussed with their manager.
- 9.3 This policy will be reviewed regularly as part of AUKN's general review cycle. This will be at least annually, unless circumstances change, and a more frequent review is deemed necessary.

Maternity

1. INTRODUCTION

- 1.1 This policy outlines the rights and responsibilities of eligible workers who are pregnant or have recently given birth, and sets out the arrangements for pregnancy-related sickness, health and safety and maternity leave and pay.
- 1.2 This policy applies to all eligible workers. The health and safety aspects of this policy also apply to certain qualifying agency workers, as set out in paragraph 5. No other aspects of this policy apply to agency workers, but such workers may have a right to maternity leave and pay etc. from their agency and should contact them for further information. This policy does not apply to consultants or self-employed contractors.
- 1.3 This policy is for guidance only and does not form part of any contract of employment and AUKN may alter it at any time, and details of any alterations or additions will be notified to you. Please contact your Manager or the Chief Executive if you have any queries about your entitlement.
- 1.4 In this policy, references to EWC are to your expected week of childbirth, meaning the week (starting on a Sunday) in which your doctor or midwife expects you to give birth.
- 1.5 If you want to take time off work to attend an antenatal appointment for your own antenatal care, or take time off to accompany a pregnant woman to an antenatal appointment, please refer instead to AUKN's Antenatal Appointments (Expectant Mothers or Companions) Policy, as these issues are not covered in this policy.

- 1.6 If you are adopting a child, please see AUKN's Adoption Leave Policy.

2. LENGTH OF MATERNITY LEAVE

- 2.1 All eligible pregnant workers are entitled to up to 52 weeks' maternity leave, comprising 26 weeks' ordinary maternity leave (OML) plus 26 weeks' additional maternity leave (AML), which must be taken immediately following OML.
- 2.2 Pregnant eligible workers must take at least two weeks maternity leave (compulsory maternity leave) starting on the day their baby is born.

3. NOTIFICATION

- 3.1 You must notify AUKN, in writing, no later than the end of the 15th week before your EWC or, if that is not reasonably practicable, as soon as is reasonably practicable afterwards, of:
- 3.1.1 the fact that you are pregnant and your EWC; and
 - 3.1.2 the date on which you would like your maternity leave to start (your 'Planned Start Date'). You can choose when you would like your maternity leave to start provided that your Planned Start Date is no earlier than the beginning of the 11th week before your EWC.
- 3.2 You must also provide AUKN with a copy of the certificate from your doctor or midwife confirming your EWC (a MATB1 form) once you have received it.

4. PREGNANCY-RELATED SICKNESS ABSENCE

- 4.1 You will be eligible for sick pay for any periods of pregnancy-related sickness absence in the same manner as applies for any other type of sickness absence, as set out in AUKN's Sickness and Attendance Policy.
- 4.2 However, if you are absent from work for a pregnancy-related reason at any time during the four weeks immediately before your EWC, your maternity leave will start automatically, as set out in paragraph 6 below.

5. HEALTH AND SAFETY

- 5.1 AUKN has a general duty to take care of your health and safety. Where required by law to do so, AUKN will carry out a risk assessment of your working environment once you inform AUKN of your pregnancy.
- 5.2 AUKN may also carry out a risk assessment if you return to work within six months of giving birth or are still breastfeeding, or otherwise on your return to work following maternity leave. Similar obligations and safeguards apply in relation to certain agency workers who have completed a period of 12 weeks' qualifying work with AUKN.
- 5.3 Following the risk assessment, you will be informed of any risks that AUKN has identified in the risk assessment and any preventive and protective measures that AUKN has taken or intends to take to combat these risks.
- 5.4 If AUKN considers that you or your baby would be exposed to health hazards in carrying out your normal work, all reasonable steps will be taken to avoid such risks (for as long as may be necessary). This may include measures such as altering your hours of work; offering you suitable alternative work (on terms

and conditions that are the same or not substantially less favourable). Where there is no other practicable way to avoid the risks, you may be suspended from your duties on full pay unless you have unreasonably refused suitable alternative work. Similar obligations and safeguards apply in relation to certain agency workers who have completed a period of 12 weeks' qualifying work with us.

6. STARTING MATERNITY LEAVE

- 6.1 Your maternity leave can start at any time from the beginning of the 11th week before your EWC. You must notify AUKN of your Planned Start Date in accordance with paragraph 3 above.
- 6.2 If you give birth before your Planned Start Date, or are absent for a pregnancy-related reason during the four weeks immediately prior to your EWC, you must inform AUKN in writing as soon as is reasonably practicable and notify AUKN of the date on which you gave birth or the date on which your pregnancy-related absence began.
- 6.3 Your maternity leave will start on the earliest of:
 - 6.3.1 your Planned Start Date; or
 - 6.3.2 if you are absent from work for a pregnancy-related reason during the four weeks immediately before your EWC, the day after your first day of absence; or
 - 6.3.3 the day after you give birth.
- 6.4 You may change your Planned Start Date by informing AUKN, in writing, at least 28 days before the earlier of the original start date or the new date or, if that is not reasonably practicable, as soon as is reasonably practicable.

7. MATERNITY PAY

- 7.1 Statutory maternity pay (SMP) is payable for up to 39 weeks of maternity leave. If you decide to return to work prior to the expiry of the 39-week period, you will stop receiving SMP on your return to work and you will have no further entitlement to SMP.
- 7.2 You will be entitled to SMP if:
 - 7.2.1 you have been continuously employed for at least 26 weeks before the 15th week before your EWC (your 'Qualifying Week') and are still employed by AUKN during your Qualifying Week;
 - 7.2.2 you give at least 28 days' notice in writing (or, if that is not reasonably practicable, as much notice as is reasonably practicable) of when you intend SMP to start;
 - 7.2.3 you have provided AUKN with a doctor's or midwife's certificate (Form MATB1) confirming your EWC (see paragraph 3);
 - 7.2.4 average weekly earnings during the eight weeks ending with the Qualifying Week (the 'Relevant Period') are not less than the lower earnings limit for Class 1 National Insurance contributions (information

on the lower earnings limit can be obtained from the websites of HMRC and/or the Department for Business, Energy & Industrial Strategy); and

- 7.2.5 you are still pregnant 11 weeks before the start of the EWC or have already given birth and are absent due to maternity leave.
- 7.3 The rate of SMP that is payable is calculated as follows:
 - 7.3.1 during the first six weeks, SMP is paid at a rate of 90% of your average weekly earnings calculated over the Relevant Period (this is referred to as higher rate SMP);
 - 7.3.2 during the remaining 33 weeks, SMP is paid at a fixed rate, set by the government each tax year, known as lower rate SMP. If the amount of your higher rate SMP is lower than your lower rate SMP because you are a lower earner, you will receive higher rate SMP in this period.
- 7.4 SMP payments will be made on the normal pay date through payroll. Income tax, national insurance and pension contributions will be deducted as appropriate.
- 7.5 If AUKN awards a pay rise between the beginning of the Relevant Period and the end of your maternity leave, and you would be entitled to benefit from this pay rise if you were not on maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. In such cases, AUKN will recalculate your SMP taking into account the impact of the pay rise. This may result in your SMP being increased retrospectively, or it may mean that you will qualify for SMP if you did not qualify previously because your earnings did not meet the lower earnings limit. Where appropriate, AUKN will pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the higher rate (if any) will also be increased as necessary.
- 7.6 If you do not qualify for SMP, you may be entitled to maternity allowance (MA). MA is paid directly by Jobcentre Plus for up to 39 weeks. If you wish to claim MA, you should request an MA Claim Pack from Jobcentre Plus.

8. TERMS AND CONDITIONS DURING MATERNITY LEAVE

- 8.1 During both OML and AML you will continue to receive all of your contractual benefits as set out in your contract of employment (with the exception of wages or salary where advised).
- 8.2 In particular:
 - 8.2.1 holiday entitlement under your contract will continue to accrue (see paragraph 9 below); and
 - 8.2.2 pension benefits will continue as set out in paragraph 10 below.
- 8.3 During OML and AML you will be expected to continue to comply with the terms of your contract of employment, for example your duties as to confidentiality and the duty of fidelity.

9. ANNUAL LEAVE

- 9.1 You will continue to accrue annual leave during OML and AML (at the rate specified in your contract of employment).
- 9.2 You must take all of your annual leave entitlement during the annual leave year, and you will not normally be permitted to carry over annual leave from one annual leave year to the next. If the annual leave year is due to end during your maternity leave, you should therefore ensure that you have taken the full year's entitlement less any carry over allowance permitted by AUKN, before starting your maternity leave.

10. PENSIONS

- 10.1 OML and any paid AML will count towards your pensionable service.
- 10.2 If you are a member of AUKN's pension scheme, AUKN will continue to make employer pension contributions during any period of paid maternity leave, based on your normal salary, in accordance with the pension scheme rules. Any worker contributions you make will be based on the amount of any maternity pay you are receiving. If you wish to make up any shortfall in worker contributions, you must inform your Manager.
- 10.3 Unless the pension scheme rules or your employment contract provide otherwise, any period of unpaid maternity leave, which follows a period of paid maternity leave, will not count as pensionable service and AUKN will not make contributions during this time. Subject to the pension scheme rules, you may make member contributions during this time.

11. KEEPING IN TOUCH

- 11.1 Shortly before your maternity leave starts, AUKN will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact during your leave. AUKN may make reasonable contact with you from time to time during your maternity leave.
- 11.2 You are permitted to work (including attendance at training sessions) for up to 10 days during maternity leave without bringing your maternity leave or SMP entitlement to an end. These are referred to as 'Keeping in Touch' or 'KIT' days. The arrangements for any Keeping in Touch days (including any payment for these days) will be agreed between you and AUKN. You are not obliged to work any Keeping in Touch days nor to attend work for any reason during your maternity leave. For health and safety reasons you are not permitted to work at all in the two weeks following the birth (compulsory maternity leave).
- 11.3 Shortly before you are due to return to work, AUKN may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return to work. This may include updating you on any changes that may have occurred, discussing any necessary training and discussing any changes to working arrangements.

12. CONFIRMATION OF RETURN TO WORK DATE

- 12.1 Once you have notified AUKN of your Planned Start Date, AUKN will write to you within 28 days to inform you of the date on which you will be expected to return to work if you take your full entitlement to maternity leave (your 'Expected Return Date').

- 12.2 If you change your Planned Start Date, AUKN will write to you within 28 days of the start of your maternity leave with your new Expected Return Date. If your maternity leave starts early because of pregnancy-related absence or early birth, AUKN will write to confirm your new Expected Return Date within 28 days of receipt your notification to AUKN.
- 12.3 You must return to work on your Expected Return Date unless you inform AUKN otherwise. If you wish to return to work earlier than your Expected Return Date, you must give AUKN not less than eight weeks' notice of the date upon you wish to return. It is helpful if you give this notice in writing. If insufficient notice is given, your return date may be postponed until eight weeks after you give notice.
- 12.4 Your maternity leave cannot last longer than 52 weeks. If you wish to return later than your Expected Return Date, you should either request unpaid parental leave in accordance with AUKN's Parental Leave Policy, giving no less than 21 days' notice, or request paid annual leave in accordance with your contract of employment. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and AUKN's Sickness and Attendance Policy will apply. In any other case, late return without good cause will be treated as unauthorised absence.

13. RETURNING TO WORK

- 13.1 You are not permitted to work during the two weeks immediately following childbirth.
- 13.2 **After OML:** if your OML was not part of a longer overall period of continuous leave, you are entitled, unless a redundancy situation has arisen, to return to work in the same position as you held before commencing leave. Your terms and conditions of employment will be no less favourable than they would have been if you had not been absent on maternity leave. This also applies where you take OML immediately after another period of leave, consisting of one or more continuous periods of other types of family leave (which will have been taken in relation to a different child or different children than the child in respect of whom the final period of OML was taken), without returning to work in between, provided that the overall period of continuous leave:
- 13.2.1 does not include any period of parental leave of more than four weeks (please refer to AUKN's Parental Leave Policy for further details); and
- 13.2.2 does not include any period of family leave taken in relation to a particular child which, when added to any other periods of family leave taken in relation to that particular child (excluding any periods of parental leave taken in relation to that child) means that the total amount of family leave taken in relation to that child is more than 26 weeks.
- 13.3 If the OML was part of a longer overall period of continuous leave, and the conditions in paragraphs 13.2.1 and/or 13.3 are not satisfied, you will be entitled to return to work in the same position unless that is not reasonably practicable. If it is not reasonably practicable, you will be entitled instead to return to another suitable and appropriate job, on terms and conditions that are no less favourable.
- 13.4 **After AML:** you will be entitled to return to work in the same position unless that is not reasonably practicable. If it is not reasonably practicable, you will be

entitled instead to return to another suitable and appropriate job, on terms and conditions that are no less favourable.

- 13.5 **After Parental Leave:** If you take parental leave (please refer to AUKN's Parental Leave Policy for further details) of up to four weeks after your OML, you are treated as if returning from OML, i.e. in accordance with paragraph 13.2 or 13.3, as appropriate. If you take more than four weeks' parental leave after OML, or any amount of parental leave after AML, you are treated as if you are returning after AML, i.e. in accordance with paragraph 13.4.
- 13.6 If you wish to change your working patterns (such as working part-time) or your place of work after any period of maternity leave, you should notify AUKN in writing of your wish to do so in accordance with the requirements set out in AUKN's Flexible Working Policy. Please note that you have no absolute right to insist on flexible working, however AUKN will take reasonable steps to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in AUKN's Flexible Working Policy.
- 13.7 If you are made redundant during maternity leave, you are entitled to be offered a suitable alternative vacancy if there is one.
- 13.8 If you return to work early, you may be able to share the remainder of your 'unused' maternity leave with the father of the child or your spouse or partner. Please see AUKN's Shared Parental Leave (Birth) Policy for further details.

14. DECIDING NOT TO RETURN

- 14.1 You are encouraged to notify AUKN as soon as possible if you have decided not to return to work following maternity leave. If you decide not to return, you should give notice of resignation to AUKN in accordance with your contract of employment. When you give notice to AUKN you should ensure that you have sufficient maternity leave left to run (i.e. at least equal to your contractual notice period) otherwise you might be required to return to work for the remainder of the notice period. Note that giving notice of resignation will have an impact on any entitlement to company maternity pay.
- 14.2 If you qualify, you are entitled to continue to receive SMP regardless of whether or not you intend to return to work.

Parental Bereavement Leave

1 INTRODUCTION

- 1.1 This policy outlines the arrangements for leave and pay for an eligible worker who suffers the loss of a child (parental bereavement). It also identifies the practical steps AUKN will take to support an eligible worker while they are away from work, and on their return to work.
- 1.2 The aspects of this policy relating to parental bereavement leave ('PBL') apply only to eligible workers. They do not apply to agency workers, consultants, contractors, volunteers, interns, or casual workers. However, the aspects of this policy relating to statutory parental bereavement pay ('SPBP') apply to eligible workers and also to those who are not eligible workers but are in 'employed earner's employment' with AUKN (which would include most

qualifying agency workers). If you are unclear as to whether you fall into this category, please contact your Manager or the Chief Executive.

- 1.3 Eligible workers have certain statutory rights to unpaid time off to deal with emergencies or unexpected events affecting their dependants. Further details are set out in AUKN's Time Off for Dependants Policy. This policy should be read in conjunction with that policy as, in some circumstances, there may be a degree of overlap between the two. Where you have a right to leave in similar circumstances in respect of a child under both this policy and the Time Off for Dependants Policy, you may exercise your right under both policies, or under only one of them if you prefer, however if you choose to take both dependants leave and PBL, your dependants leave will be unpaid.
- 1.4 Eligible workers also have the right to paid compassionate leave following the death of a close relative under AUKN's Compassionate Leave Policy. This policy should be read in conjunction with that policy as, in some circumstances, there may be a degree of overlap between them. Where you have a right to leave in respect of the death of a child under both this policy and the Compassionate Leave Policy, you may exercise your right under both policies, or only one of them if you prefer.
- 1.5 This policy is for guidance only and does not form part of your contract of employment, and AUKN may amend it at any time. It outlines the rights eligible workers and others are given by law but is intended to be a summary only and not a complete statement of your rights. Please contact your Manager if you have any queries about your entitlement.
- 1.6 The definitions in this paragraph apply to this policy:

child a person under the age of 18, including a child who is stillborn after 24 weeks of pregnancy;

parent the child's parent or:

- (a) the child's natural (or birth) parent, where the child has been adopted by another person, but an order is in place allowing the child to stay with you, or for you to have contact with the child;
- (b) a person with whom the child has been placed for adoption (unless the child has been returned or the placement has been terminated);
- (c) the adopter of the child from outside the UK, if they have been officially notified that they are approved as a suitable adoptive parent;
- (d) an intended parent, i.e. someone who has applied, whether jointly or solely, for a parental order

under the Human Fertilisation and Embryology Act 2008;

- (e) a parent in fact, i.e. the person who lived with the child continuously for at least four weeks before the child's death in their own home and who had day to day responsibility for the child's care, unless: (i) the child's parent (or person with parental responsibility for the child) is also living there, or (ii) that person was entitled to receive wages or other remuneration for caring for the child (with certain exceptions, including paid foster carers);

parent's partner

a person living with the child and their parent in an enduring family relationship, but not the parent's sibling or half-sibling, parent, adoptive parent or former adoptive parent, grandparent, aunt, or uncle.

Relevant Week

the week immediately before the one in which the child dies;

statutory leave

ordinary, compulsory, and maternity leave, ordinary and additional adoption leave, shared parental leave, parental leave, and paternity leave;

week

- (a) in relation to PBL, any period of seven days (including weekends); and
- (b) in relation to SPBP, a period of seven days beginning with Sunday.

2 RIGHT TO TAKE PARENTAL BEREAVEMENT LEAVE (PBL)

2.1 PBL allows working parents to take paid leave when a child dies, provided they meet certain requirements. For information on the right to be paid, see paragraph 5 (Parental Bereavement Pay) below.

2.2 PBL must be taken during the period of 56 weeks from the date of the child's death. It may be taken as:

2.2.1 one week's leave;

2.2.2 a block of two weeks' leave; or

2.2.3 two weeks' leave, in two separate one-week blocks.

- 2.3 You are entitled to PBL if you are the child's parent, or the parent's partner.

3 NOTICE REQUIREMENTS

- 3.1 Before taking PBL, you need to give AUKN notice of the following:
- 3.1.1 the date of the child's death;
 - 3.1.2 the date on which you want your PBL to start; and
 - 3.1.3 whether you want to take one week or two weeks' PBL.
- 3.2 You do not need to give AUKN this information in writing, although it would be helpful to AUKN if you feel able to do so.
- 3.3 The amount of notice you need to give AUKN will depend on when you choose to take PBL:
- 3.3.1 **PBL within first 56 days:** If your intended period of PBL includes a week that begins within 56 days of the date of your child's death, you need to give AUKN the information in paragraph 3.1 before you are due to start work on the first day of your intended absence from work on PBL or, if it is not reasonably practicable for you to give the information to AUKN at that time, as soon as reasonably practicable. If you give notice of your intended PBL on the day the intended week of leave starts, and you are already at work on that day, your period of PBL will start on the following day, e.g. if you want to take one week of PBL beginning on Tuesday, but you do not tell AUKN until that Tuesday (by which time you are already at work), your PBL will start the next day (Wednesday), and last until the following Tuesday;
 - 3.3.2 **PBL after 56 days:** If your intended period of PBL includes a week that begins after the end of the 56-day period beginning with (and ending 56 weeks after) the date of your child's death, you need to give AUKN the information in paragraph 3.1 at least one week before the start of the intended week of PBL.
- 3.4 If you have given notice of a week's intended PBL, but then wish to cancel it, you may do so unless that week's PBL has already begun. Again the amount of notice of cancellation you need to give will depend on when the intended PBL falls:
- 3.4.1 **PBL within first 56 days:** If the intended period of PBL includes a week that begins within 56 days of the date of your child's death, in order to cancel that week's PBL you need to give AUKN notice of cancellation no later than the time on the first day of that week at which you would have been due to start work if you were not taking PBL;
 - 3.4.2 **PBL after first 56 days:** If the intended PBL period includes a week that begins after the end of the 56-day period beginning with the date of your child's death, you need to give AUKN notice of cancellation at least one week before the start of that week.
- 3.5 If you also wish to claim parental bereavement pay, see the notice requirements set out in paragraph 5.5 below.

4 WHEN ANOTHER TYPE OF STATUTORY LEAVE STARTS

- 4.1 If you begin another period of statutory leave (such as maternity leave, paternity leave or shared parental leave) during a period of PBL, that period of PBL will end immediately before the start of the other period of statutory leave. However, you will be able to carry forward the remaining untaken period of PBL (whether it includes a whole week (or weeks) only, or part of a week) and take it in a single block after the end of the other period of statutory leave, so long as:
- 4.1.1 that is still within the 56-week period set out in paragraph 2.2; and
 - 4.1.2 you give notice in accordance with paragraph 3 (as if you were giving notice of the start of intended PBL), although there is no need to include the information required by paragraph 3.1.3 (i.e. whether you want to take one or two weeks' PBL).

5 PARENTAL BEREAVEMENT PAY

- 5.1 You will not be entitled to your normal salary during any period of PBL, but you will typically be entitled to statutory parental bereavement pay (SPBP).
- 5.2 One or two weeks of SPBP may be available to you, provided:
- 5.2.1 you have at least 26 weeks' continuous employment with AUKN at the end of the week immediately before the Relevant Week;
 - 5.2.2 you were employed by AUKN on the date the child died; and
 - 5.2.3 your average earnings are not less than the lower earnings limit set by the government each year.
- 5.3 SPBP is paid at a weekly rate set by the government each year or, if lower, 90% of your average earnings. AUKN can advise you of the current lower earnings limit and the current rate of SPBP.
- 5.4 Note that you may be eligible for PBL but not eligible for SPBP. In such cases, PBL may be taken but it will be unpaid.
- 5.5 You must tell AUKN whether you intend to claim SPBP during your PBL and, if so, for what period. You can do this either:
- 5.5.1 in your written notice of PBL, if you give notice in writing; or
 - 5.5.2 separately in writing, if you do not give AUKN written notice of PBL, or you do not include details of your intention to claim SPBP within your written notice of PBL.
- 5.6 If you tell AUKN separately in writing, rather than in a written notice of PBL, you must do so before the end of the 28-day period beginning with the first day of the period in respect of which SPBP is to be paid or, where it is not reasonably practicable to do so, as soon as reasonably practicable.
- 5.7 At the same time as you tell AUKN whether you intend to claim SPBP, you also need to provide written evidence of your right to SPBP, and so your notice to AUKN must include:

5.7.1 a declaration that you are the parent or parent's partner of a child who has died;

5.7.2 your name; and

5.7.3 the date of the child's death.

6 OTHER TERMS AND CONDITIONS DURING LEAVE

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

6.2 Annual leave entitlement will continue to accrue during PBL at the rate provided under your contract.

6.3 If you are a member of AUKN's pension scheme, AUKN will make employer pension contributions during any period of paid PBL, based on your normal salary, in accordance with the pension scheme rules. Any worker contributions you make will be based on the amount of any SPBP you are receiving. If you wish to make up any shortfall in worker contributions, you must inform AUKN.

7 RETURNING TO WORK

7.1 You are normally entitled to return to work in the position you held before starting PBL and on the same terms and conditions of employment. However, if it is not reasonably practicable for AUKN to allow you to return to the same position, AUKN may give you another suitable and appropriate job on terms and conditions that are no less favourable, but only in the following circumstances:

7.1.1 if your PBL and any statutory leave you have taken consecutively in relation to the relevant child adds up to more than 26 weeks in total; or

7.1.2 if you took PBL consecutively with more than four weeks of (ordinary) parental leave.

8 HOW AUKN WILL SEEK TO HELP YOU

8.1 If you suffer the loss of a child, AUKN will seek to do what they can to support you. In particular:

8.1.1 AUKN will identify a key point of contact within the organisation, during any leave you take and following your return to work. This could be your Manager, a HR professional, or a colleague if you prefer;

8.1.2 if you take leave, certain people within the organisation will need to know that you have suffered a bereavement, e.g. your Manager. It may also be helpful for your immediate work colleagues and others in the organisation to know, so that they can be sensitive to your feelings and provide support if needed when you return to work. The key point of contact can discuss with you at the appropriate time what you would like people at work to know, and AUKN will try to ensure that only that information is passed on;

8.1.3 the key point of contact will also liaise with you during your leave, keep the organisation informed and explore with you what AUKN can do to help and support you;

- 8.1.4 the statutory right to parental bereavement leave and pay is set out in this policy. However, if you feel that you are not ready to return to work at the end of your PBL, there are a number of other possibilities that your Manager can discuss with you, e.g. taking sick leave, compassionate leave, or unpaid leave, or staging your return to work, e.g. by working reduced working hours or flexible hours, or working from home;
- 8.1.5 your Manager will provide ongoing support following your return to work, and will seek to maintain good communication, with an 'open-door' policy and regular meetings with you to offer support and monitor progress over time.

Parental Leave

1. INTRODUCTION

- 1.1 This policy sets out the rights and responsibilities of eligible workers who wish to take parental leave. Parental leave is available to both parents, whether of natural children or of adopted children.
- 1.2 This policy applies to all eligible workers. It does not apply to agency workers, consultants, or self-employed contractors.
- 1.3 This policy is for guidance only and does not form part of your contract of employment and AUKN may amend it at any time. It outlines the rights eligible workers are given by law but is intended to be a summary only and not a complete statement of your rights. Please contact your Manager or the Chief Executive if you have any queries about your entitlement.

2. ENTITLEMENT TO PARENTAL LEAVE

- 2.1 You will be eligible to take parental leave if:
 - 2.1.1 you have one year's continuous employment at the time you want to take parental leave; and
 - 2.1.2 you have or expect to have parental responsibility for a child under the age of 18; and
 - 2.1.3 you are taking the leave to care for that child.
- 2.2 You will be considered to have responsibility for a child for these purposes if you are the child's biological mother or father (this is the case whether or not the child lives with you) and you have parental responsibility for the child, or you are the father of the child registered on their birth certificate, or are the child's adoptive parent, or you otherwise have parental responsibility for the child, e.g. you are the child's legal guardian.

3. NOTIFICATION REQUIREMENTS

- 3.1 You must inform your Manager that you intend to take parental leave at least 21 days before the date on which you wish your leave to start. Your notification must specify the start and end dates for the requested period of leave. It would be helpful if this notification is given in writing.

- 3.2 If you are a father wishing to take leave immediately after the birth of your child, or are adopting and want to take the leave immediately after the placement of your child with you, your notice must be given to AUKN at least 21 days before the week in which the birth or placement for adoption is expected. In this case, the notice must set out the expected week of childbirth or placement and the period of leave requested. In the case of adoption, if you are unable to give 21 days' notice, you should give the notice as soon as reasonably practicable.

- 3.3 AUKN may ask you to provide them with a copy of your child's birth certificate, adoption papers or evidence of your responsibility or expected responsibility for the child in respect of whom you are requesting leave. If you fail to provide the relevant documentation requested, AUKN may refuse your request to take parental leave.

4. TAKING PARENTAL LEAVE

- 4.1 If eligible, you are entitled to 18 weeks of unpaid parental leave in respect of each child for whom you are responsible. This entitlement is per parent per child and so, for example, where parental leave is requested in respect of twins, each parent has an entitlement to 36 weeks of leave in total. The length of a week's parental leave is pro-rated for part-time eligible workers. For example, an eligible worker working a three-day week who takes three days off on parental leave will have used one week's parental leave. If your hours of work vary, they will be averaged over a 52-week period.

- 4.2 Parental leave must be taken before the child's eighteenth birthday.

- 4.3 Any period of parental leave you have taken while working for another employer, counts towards your total parental leave entitlement. If you have taken parental leave with any other previous employer, you must provide details to your Manager.

- 4.4 In most cases, leave can only be taken in blocks of a week, or a whole number of weeks, and a maximum of four weeks' parental leave can be taken each year in respect of any individual child. For these purposes, a year is deemed to begin on the date upon which you become eligible for parental leave in respect of the child in question.

- 4.5 Special rules apply where the child is disabled (which means entitled to a disability living allowance, armed forces independence payment or personal independence payment). There is still a limit of four weeks per year for each child and 18 weeks in total for each child.

5. AUKN'S RIGHT TO POSTPONE PARENTAL LEAVE

- 5.1 If you wish to take parental leave immediately after the birth or adoption of a child, and have complied with the notification requirements (see paragraph 3), AUKN will not postpone that leave.

- 5.2 AUKN will also not postpone your parental leave if a postponement would result in the leave being taken after the child's 18th birthday.

- 5.3 In any other circumstances, AUKN may postpone your parental leave for up to six months if AUKN considers that the leave requested would cause undue disruption to the business.

- 5.4 If AUKN postpones your leave, they will consult with you about the alternative dates for it. AUKN will send you written notice no more than seven days after you requested your leave, explaining the reasons for the postponement and the new start and end dates for the postponed leave.

6. DURING PARENTAL LEAVE

- 6.1 Parental leave is unpaid, and the terms and conditions set out in your contract of employment relating to pay will not apply during parental leave.
- 6.2 You will remain bound by the terms and conditions set out in your contract of employment, including your duty of good faith and confidentiality, your contractual notice provisions and any terms or conditions relating to the acceptance of gifts or other benefits or participation by you in any other business.
- 6.3 Your *statutory* annual leave entitlement will continue to accrue during your parental leave at the rate provided under your contract. If your parental leave will continue into the next annual leave year, any annual leave entitlement that cannot reasonably be taken before starting your leave can be carried over *and must be taken immediately before returning to work*. *You should try to limit carry over to one week's annual leave or less*. Please discuss your annual leave plans with your Manager in good time before starting parental leave. All annual leave dates are subject to approval by your Manager in the normal way.
- 6.4 AUKN will continue to make any employer contributions that it usually makes into the pension scheme, based on what your earnings would have been if you had not been on parental leave.
- 6.5 For the avoidance of doubt, except as provided for in this paragraph, all other terms and conditions of employment will cease to apply during any period of parental leave.

7. RETURNING TO WORK

- 7.1 If your parental leave is for a period of four weeks or less, and was not part of a longer overall period of continuous leave you are normally entitled to return to work in the same position as you held before commencing leave and your terms and conditions of employment will be no less favourable than they would have been if you had not been on parental leave. This also usually applies where you add on up to four weeks' parental leave immediately after another period of family leave, provided that the overall period of continuous leave taken in relation to that child is no more than 26 weeks.
- 7.2 Different rules apply in other circumstances, which may mean that if it is not reasonably practicable for AUKN to allow you to return to the same position, AUKN will offer you another suitable and appropriate job, on terms and conditions that are no less favourable.
- 7.3 You must return to work at the end of the period of parental leave. If you wish to return later, you must request paid annual leave in accordance with your contract of employment. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and AUKN's Sickness and Attendance *Policy* will apply. In any other case, late return without good cause will be treated as unauthorised absence.

- 7.4 If you would like to explore the possibility of changing your hours or other working arrangements on return from parental leave, please consult AUKN's Flexible Working Policy. It is helpful if any request under the policy is made as early as possible.
- 7.5 If, while on parental leave, you decide that you do not wish to return to work, you should notify AUKN as soon as possible by contacting your Manager. You must give notice of resignation to AUKN in accordance with your contract of employment. When you give notice to AUKN you should ensure that you have sufficient leave left to run (i.e. at least equal to your notice period), as otherwise you might be required to return to work for the remainder of the notice period.

8. BREACHES OF THIS POLICY

Please note that you are only permitted to take parental leave in order to care for a child. If you take, or attempt to take, a period of parental leave for any other purpose, this will be treated as a misconduct issue under Code of Conduct and Disciplinary Procedure.

Paternity Leave

1. INTRODUCTION

- 1.1 This policy outlines when eligible workers may be entitled to paternity leave and pay and sets out the arrangements for taking it.
- 1.2 This policy is for guidance only and does not form part of your contract of employment and AUKN may amend it at any time. It outlines the rights eligible workers and others are given by law but is intended to be a summary only and not a complete statement of your rights. Please contact your Manager if you have any queries about your entitlement.
- 1.3 The policy may apply to a man or a woman. The references to a child include, where there has been a multiple birth (e.g. twins), or where more than one child is placed as a result of the same adoption arrangement, children. However, in cases involving a multiple birth or more than one child placed for adoption you are entitled to the same amount of leave as if only one child were involved.
- 1.4 Before birth or placement for adoption, you may also be entitled to take unpaid time off work to accompany the mother of the child to antenatal appointments, or to accompany the other parent involved in the adoption placement to adoption appointments; please refer instead to AUKN's Antenatal Appointments (Expectant Mothers or Companions) Policy or Adoption Appointments (Adopters and Adopters' Partners) Policy in this regard, as such rights are not covered in this policy.

2. PATERNITY LEAVE

- 2.1 Paternity leave is a period of one week, or two consecutive weeks, of leave taken when a child is born or placed with you for adoption. You can start your leave on the date of birth or placement, or later, provided it is taken within eight weeks (56 days) of the birth or placement. If the baby is born prematurely, the period ends eight weeks after the start of the expected week of childbirth.
- 2.2 In the case of a multiple birth (e.g. twins), or where more than one child is placed as a result of the same adoption arrangement, you are entitled to the

same amount of leave as if only one child were involved. You cannot take the leave as 'odd' days.

- 2.3 In the case of adoption, where there are two adopting parents, they must choose which one will take adoption leave, and which will take paternity leave.
- 2.4 Paternity leave is not available where only one person is adopting a child on his or her own (i.e. with no involvement of a spouse or partner in caring for the child); such persons may only take adoption leave.

3. ENTITLEMENT TO PATERNITY LEAVE

- 3.1 In the case of a birth, eligible workers are entitled to take paternity leave for the purpose of caring for a child, or supporting the child's mother, provided:
 - 3.1.1 as at the 15th week before the expected week of the birth of the child ('EWC'), you have at least 26 weeks' continuous employment with AUKN;
 - 3.1.2 you are either the father of the child and have or expect to have responsibility for bringing up the child, or you are not the child's father but you are married to, or are the civil partner or the partner of, the child's mother and you have or expect to have the main responsibility (apart from the mother) for bringing up the child;
 - 3.1.3 you have not already taken any shared parental leave in respect of the child; and
 - 3.1.4 you give AUKN the required notice (see paragraph 4.1 below) and satisfy any requirements imposed (see paragraph 4.3 below).
- 3.2 In the case of adoption, eligible workers are entitled to take paternity leave for the purpose of caring for a child, or supporting the adopter (the person who will be taking adoption leave in respect of the child), provided:
 - 3.2.1 you have, or expect to have, the main responsibility for the child's upbringing (apart from the responsibility of the adopter);
 - 3.2.2 you are either married to, the civil partner or the partner of the adopter;
 - 3.2.3 you have 26 weeks' continuous employment with AUKN ending with the week in which the adopter is notified of having been matched with the child;
 - 3.2.4 you have not already taken any shared parental leave in respect of the child;
 - 3.2.5 you have not already exercised a right to take paid time off to attend (on a date before the child is placed for adoption) an adoption appointment in relation to the same child;
 - 3.2.6 you have not already previously taken paternity leave in relation to the same child as a result of the child being placed with a prospective adopter who was at the time of the placement your spouse, civil partner, or partner; and

3.2.7 you give AUKN the required notice (see paragraph 4.2) and the required declaration (see paragraph 4.3) below.

4. NOTIFICATION

4.1 In the case of a birth, you must give your Manager written notice of your intention to take paternity leave by the end of the 15th week before the EWC. If this is not reasonably practicable, you must give AUKN as much notice as you can. The notice must specify:

4.1.1 the expected week of the child's birth;

4.1.2 the length of period of paternity leave that you have chosen to take (i.e. one week or two weeks); and

4.1.3 the date you have chosen for your leave to start.

4.2 In the case of adoption, you must give your Manager written notice of your intention to take paternity leave no later than seven days after being notified of the adopter having been matched with the child, or, if this is not possible, as much notice as you can. The notice must specify:

4.2.1 the date on which the adopter was notified of having been matched with the child;

4.2.2 the date on which the child is expected to be placed with the adopter;

4.2.3 the length of paternity leave you have chosen to take (i.e. one week or two weeks); and

4.2.4 the date you have chosen for your leave to start.

4.3 AUKN may also require you to provide a signed declaration that you satisfy the eligibility requirements for paternity leave and that the purpose of your absence will be to care for the child or support the child's mother.

4.4 You can change the intended start date by giving AUKN 28 days' notice in writing before the new start date or, if this is not possible, as much notice as you can.

4.5 You must inform your Manager, in writing, as soon as reasonably practicable, of the date the child was born or, in the case of adoption, of the date of placement.

5. PATERNITY PAY

5.1 You will be entitled to statutory paternity pay (SPP) for the period of paternity leave you take, provided:

5.1.1 you satisfy the conditions as to relationship with the child (including the requisite responsibility for its upbringing), and relationship with the mother or the adopter, specified above;

5.1.2 have at least 26 weeks' continuous employment ending with the Qualifying Week (which is the 15th week before the expected week of birth or, in the case of adoption, is the week in which the adoption agency notifies you of a match);

- 5.1.3 your average earnings are not less than the lower earnings limit set by the government each tax year;
 - 5.1.4 you are still employed by AUKN on the day on which the child is born or placed for adoption; and
 - 5.1.5 in the case of adoption, you cannot elect to be paid statutory paternity pay if you have already elected to be paid statutory adoption pay.
- 5.2 SPP is payable for a maximum of two weeks, at the lower of either a fixed statutory rate or 9/10^{ths} of your average weekly earnings. It will be paid into your bank account on your normal pay days, subject to the usual deductions for tax, national insurance contributions *and pension contributions*.
- 5.3 To claim SPP during paternity leave, you must give notice in writing to your Manager in or before the Qualifying Week. If it is not possible for you to give this notice in time, you must give AUKN as much notice as you can. If you do not give the requisite notice, AUKN may not be able to pay you SPP.

6. DURING PATERNITY LEAVE

- 6.1 During any paternity leave period you will continue to receive all of your contractual benefits set out in your contract of employment (with the exception of wages or salary).
- 6.2 Annual leave entitlement will continue to accrue during paternity leave at the rate provided under your contract.
- 6.3 If you are a member of AUKN's pension scheme, they will make employer pension contributions during any period of paid paternity leave, based on your normal salary, in accordance with the pension scheme rules. Any worker contributions you make will be based on the amount of any paternity pay you are receiving. If you wish to make up any shortfall in worker contributions, you must inform your Manager.
- 6.4 During paternity leave you will be expected to continue to comply with the terms of your contract of employment, e.g. your duties as to confidentiality and the duty of fidelity.

7. RETURNING TO WORK

- 7.1 Following your paternity leave you are entitled to return to work in the same position as you held before commencing leave. Your terms and conditions of employment will be no less favourable than they would have been if you had not been absent. However, if you have combined paternity leave with another type of family-related leave, the position may be different.
- 7.2 If, while on paternity leave, you decide that you do not wish to return to work, you should notify AUKN as soon as possible by contacting your Manager. You must give notice of resignation to AUKN in accordance with your contract of employment. When you give notice to AUKN you should ensure that you have sufficient leave left to run (i.e. at least equal to your notice period), as otherwise you might be required to return to work for the remainder of the notice period.

Performance and Capability at Work

1. INTRODUCTION

- 1.1 This document sets out the policy and procedure operated by AUKN to address:
 - 1.1.1 poor performance (by which we mean lack of skill and aptitude in undertaking a job role) (see paragraph 2);
 - 1.1.2 genuine persistent, intermittent short-term absence (see paragraph 3); and
 - 1.1.3 long-term ill-health absence (see paragraph 4).
- 1.2 This document sets out the formal capability procedure that will apply if informal steps taken to deal with any of these issues are insufficient, i.e. invitations, attendance, the right to be accompanied, how capability meetings are conducted, adjournment, the decision and the right of appeal.
- 1.3 This policy applies to all workers except agency workers, or consultants, self-employed contractors, volunteers, interns, and casual workers. It does not form part of any contract of employment or otherwise have contractual effect and may be amended by AUKN at any time.
- 1.4 This policy intends to provide a framework for dealing with matters in a fair, supportive and consistent manner. It is intended only as a statement of AUKN's policy and does not form part of any contract of employment or otherwise have contractual effect. AUKN reserves the right to make additions or alternations to the policy from time to time.
- 1.5 AUKN recognises the importance of dealing with capability issues without undue delay.

2. POOR PERFORMANCE

This section of the policy and procedure applies if you are failing to perform your job role to a satisfactory level. Where formal action is required, AUKN will follow the capability procedure set out in paragraph 5, which may result in action being taken as set out in paragraph 2.3 below.

2.1 *Objective*

Where you are failing to perform to a satisfactory level, the purpose of this capability procedure is to encourage and help you to improve your performance to a level acceptable to AUKN.

2.2 *Principles*

- 2.2.1 AUKN will seek to ensure when implementing this capability procedure that there is, where possible:
 - (a) a full discussion of the situation with you;
 - (b) identification of any problems or difficulties being experienced by you and an exploration of possible causes of those problems or difficulties;

- (c) the provision of help and assistance where practicable to improve the situation;
- (d) a full discussion of the possible consequences of there being insufficient improvement in your performance levels;
- (e) the provision of a reasonable amount of time to achieve the improvements required by AUKN; and
- (f) a review of your progress.

2.2.2 It should be stressed that, since the circumstances of each case are likely to be different, the action taken in each case will be that which is appropriate taking into account the particular circumstances. Your Manager will be involved in any discussions.

2.2.3 At each stage of the procedure, where appropriate, consideration will be given to whether the unsatisfactory performance is related to a disability and, if so, whether there are any reasonable adjustments that could be made to assist you.

2.2.4 If you or your chosen companion has any difficulty at any stage of the procedure because of a disability or medical condition, you should communicate this.

2.2.5 AUKN will comply with relevant data protection laws when handling information about your health

2.3 ***Levels of Capability Action***

2.3.1 Where possible, AUKN will seek to deal with instances of unsatisfactory performance informally. Where the failure to perform is more serious or informal steps are not enough to bring your performance to a satisfactory level, formal action will be taken as described in paragraph 5 below.

2.3.2 There are three levels of action that may result from the formal capability procedure. Other than in extremely rare cases, you will not normally be dismissed for a first instance of poor performance. AUKN reserves the right to take action at any level, or to skip levels, depending on the circumstances of the case.

LEVEL 1: IMPROVEMENT NOTICE

In cases of poor performance, AUKN will initially give you an improvement notice. This will include a performance improvement plan (PIP), which AUKN will seek to agree with you. It will give the following information:

- (a) an explanation of the reasons for the improvement notice;
- (b) an explanation of the improvements in performance required;
- (c) the timescale for making these improvements (referred to as the review period);
- (d) any support AUKN will provide to assist you;
- (e) an explanation of the consequences of any repetition of the poor performance or failure to improve the performance to the required level as set out in the PIP; and

- (f) advice as to your right to appeal against the decision to issue an improvement notice.

During the review period, your performance will be monitored and at the end of the review period, AUKN will inform you of the next step:

- (a) if AUKN is satisfied that you have met the requirements set out in the PIP, no further action will be taken;
- (b) if AUKN is not satisfied that you have met the requirements set out in the PIP, further action may be taken; or
- (c) where appropriate, the review period may be extended.

An improvement notice will normally remain in force for six months and a copy of the improvement notice will be kept on your personnel record. It will normally be disregarded for capability purposes after a period of six months, or any other period specified in the improvement notice, subject to satisfactory performance during that time, but will form a permanent part of your personnel record.

LEVEL 2: FINAL WRITTEN WARNING

If you fail to meet the requirements set out in the improvement notice, or where the poor performance is sufficiently serious to warrant it, a final written warning may be given to you. This will include a PIP which AUKN will seek to agree with you, and which in most cases will be the second PIP implemented by AUKN. It will give the following information:

- (a) an explanation of the reasons for the warning;
- (b) an explanation of the improvements required;
- (c) the timescale for making these improvements (referred to as the review period);
- (d) any support AUKN will provide to assist you;
- (e) an explanation that any repetition of the poor performance or failure to improve your performance to the required level as set out in the PIP will render you liable to dismissal; and
- (f) advice as to your right to appeal against the decision to give you a final written warning.

During the review period given in the final written warning, your performance will be monitored and at the end of the review period, AUKN will inform you of the next step:

- (a) if AUKN is satisfied that you have met the requirements set out in the PIP, no further action will be taken;
- (b) if AUKN is not satisfied that you have met the requirements set out in the PIP, further action may be taken; or
- (c) where appropriate, the review period may be extended.

The final written warning will normally remain in force for 12 months and a copy of the final written warning will be kept on your personnel record. The final written warning will normally be disregarded for capability purposes after 12 months, subject to satisfactory performance during that time, but will form a permanent part of your personnel record.

LEVEL 3: DISMISSAL OR OTHER SANCTION

If you fail to meet the requirements of the PIP set out in the final written warning, dismissal will normally result. There may also be very exceptional circumstances where the failure to perform is sufficiently serious to warrant dismissal without previous warnings.

A decision to dismiss will only be taken by a manager who has the authority to do so.

You will be provided with written confirmation of the dismissal as soon as reasonably practicable afterwards. This will set out:

- (a) details of the reason for the dismissal;
- (b) the date on which the employment terminated or will terminate;
- (c) the appropriate period of notice or pay in lieu of notice (if any); and
- (d) information on how to appeal against the dismissal.

ACTION OTHER THAN DISMISSAL

If a sanction other than dismissal is to be imposed (e.g. demotion or a change in your duties), you will, as soon as is reasonably practicable, be provided with written confirmation of the action to be taken, how the action is to be implemented, the reason for it, the date on which it will come into force (if appropriate) and information on your right to appeal.

3. PERSISTENT, INTERMITTENT, SHORT-TERM ABSENCE

This section of the policy and procedure applies if you have been persistently absent for short periods. Where formal action is required, AUKN will follow the capability procedure set out in paragraph 5, which may result in action being taken as set out in paragraph 3.3 below.

3.1 Objective

Where you have been persistently absent for short periods, the purpose of this capability procedure is to encourage and assist you to improve your attendance to a level acceptable to AUKN.

3.2 Principles

3.2.1 AUKN will seek to ensure when implementing this capability procedure that there is, where possible:

- (a) a full discussion of the situation with you;
- (b) an identification of any problems or difficulties being experienced by you and an exploration of possible causes of those problems or difficulties;
- (c) the provision of help and assistance where practicable to improve the situation;
- (d) a full discussion of the possible consequences of there being insufficient improvement in your absence levels;
- (e) the provision of a reasonable amount of time to achieve the improvements required by AUKN; and
- (f) a review of your progress.

- 3.2.2 It should be stressed that, since the circumstances of each case are likely to be different, the action taken in each case will be action that is appropriate taking into account the particular circumstances.
- 3.2.3 At any stage of the procedure, we may decide that it is necessary to obtain medical evidence as to whether your absences may be caused by an underlying medical condition in accordance with AUKN's Sickness and Attendance Policy. Where appropriate we will also consider whether your absences are related to a disability and if so whether there are any reasonable adjustments that could be made to assist you.

3.3 Levels of Capability Action

- 3.3.1 Where possible, AUKN will seek to deal with instances of repeated short-term absences informally. Where the absences are more persistent more serious or informal steps are not enough to bring your attendance to a satisfactory level, formal action will be taken as described in paragraph 5 below.
- 3.3.2 There are three levels of action that may result from the formal capability procedure. Other than in extremely rare cases, you will not normally be dismissed for a first instance of unacceptable persistent short-term absence. AUKN reserves the right to take action at any level, or to skip levels, depending on the circumstances of the case.

LEVEL 1: IMPROVEMENT NOTICE

In cases of persistent, intermittent short-term absences, you may initially be given an improvement notice. This will give the following information:

- (a) an explanation of the reasons for the improvement notice;
- (b) an explanation of the improvements in attendance required;
- (c) the timescale for making these improvements (referred to as the review period);
- (d) any support AUKN will provide to assist you;
- (e) an explanation of the consequences of failure to meet the required improvements in attendance set out in the improvement notice; and
- (f) advice as to your right to appeal against the decision to give you an improvement notice.

During the review period, your attendance will be monitored and at the end of the review period AUKN will inform you of the next step:

- (a) if AUKN is satisfied that you have met the required improvements in attendance set out in the improvement notice, no further action will be taken;
- (b) if AUKN is not satisfied that you have met the required improvements in attendance set out in the improvement notice, further action may be taken; or
- (c) where appropriate, the review period may be extended.

An improvement notice will normally remain in force for six months and a copy of the improvement notice will be kept on your personnel record. It will normally be disregarded for capability purposes after a period of six months, or any other period specified in the improvement notice, subject to satisfactory attendance during that time, but will form a permanent part of your personnel record.

LEVEL 2: FINAL WRITTEN WARNING

If you fail to meet the required improvements in attendance set out in the improvement notice, or where the level of persistent, short-term absences is sufficiently serious to warrant only one written warning, a final written warning may be given to you. This will give the following information:

- (a) an explanation of the reasons for the warning;
- (b) an explanation of the improvements required;
- (c) the timescale for making these improvements (referred to as the review period);
- (d) any support AUKN will provide to assist you;
- (e) an explanation of the consequences of failure to meet the required improvements in attendance set out in the final written warning; and
- (f) advice as to your right to appeal against the decision to give you a final written warning.

During the review period, your attendance will be monitored and at the end of the review period, AUKN will inform you of the next step:

- (a) if AUKN is satisfied that you have met the required improvements in attendance set out in the improvement notice, no further action will be taken;
- (b) if AUKN is not satisfied that you have met the required improvements in attendance set out in the improvement notice, further action may be taken; or
- (c) where appropriate, the review period may be extended.

The final written warning will normally remain in force for 12 months and a copy of the final written warning will be kept on your personnel record. The final written warning will normally be disregarded for capability purposes after 12 months, subject to satisfactory attendance during that time, but will form a permanent part of your personnel record.

LEVEL 3: DISMISSAL OR OTHER SANCTION

If you fail to make the required improvements in attendance levels set out in the final written warning, dismissal will normally result. There may also be very exceptional circumstances where the level of short-term absences is so persistent that it warrants dismissal without previous warnings.

A decision to dismiss will only be taken by a manager who has the authority to do so.

You will be provided with written confirmation of the dismissal as soon as reasonably practicable afterwards. This will set out:

- (a) details of the reason for the dismissal;
- (b) the date on which the employment terminated or will terminate;
- (c) the appropriate period of notice or pay in lieu of notice (if any); and
- (d) advice as to your right to appeal against the dismissal.

ACTION OTHER THAN DISMISSAL

If a sanction other than dismissal is to be imposed (e.g. demotion or a change in duties), you will, as soon as is reasonably practicable, be provided with written confirmation of the action to be taken, how the action is to be implemented, the reason for it, the date on which it will come into force (if appropriate) and information on your right to appeal.

4. LONG-TERM ABSENCE

This section of the policy and procedure applies if you have been absent from work due to ill-health, whether for a single, long period or for two or more periods which may have been punctuated by unsuccessful attempts to return to work but which, when taken together, amount to a long period of absence. Where formal action is required, AUKN will follow the capability procedure set out in paragraph 5 which may result in action being taken as set out in paragraph 4.3 below.

4.1 *Objective*

Where you have been on long-term absence due to ill-health, the purpose of this procedure is to encourage and assist you to return to work if possible. Where appropriate, AUKN will consider redeployment or retraining and/or reasonable workplace adjustments.

4.2 *Principles*

4.2.1 AUKN will endeavour to maintain regular contact with you throughout the period of absence (subject to any medical evidence that may be received to the contrary indicating that such contact may be harmful to you).

4.2.2 If not already known, AUKN will ascertain the reason for the absence from you (by way of a meeting with you, if possible). If you are not at work, this meeting may need to take place at your home at a time and date convenient to you. If that is not possible, it may need to take place by telephone. You will be informed of the reason for the meeting and may be accompanied by a work colleague or trade union representative.

4.2.3 It should be stressed that, since the circumstances of each case are likely to be different, the action taken in each case will be the action that is appropriate, taking into account the particular circumstances. AUKN reserves the right to vary the procedures set out below, or to jump stages, taking into account the particular circumstances.

4.3 *Levels of Capability Action*

4.3.1 AUKN will seek to understand your medical condition before taking formal action under this part of the capability procedure. This will usually

be done by seeking to obtain a report from your medical practitioner or a medical practitioner nominated by AUKN, in accordance with Sickness and Attendance Policy.

- 4.3.2 If it is necessary to take formal action, e.g. because it is not possible to put in place a 'Return to Work' programme, or the Return to Work programme is unsuccessful, there are potentially two levels of capability action. Other than in unusual cases, AUKN will not normally terminate your employment without first giving you a final written warning. However, AUKN reserves the right to take action at any level, depending on the circumstances of the case.

LEVEL 1: FINAL WRITTEN WARNING

You may be given a final written warning if, for example, the medical advice available is that it will not be possible for you to return to work or that there will be a considerable delay before you are able to return to work, or if it is not possible to put in place a Return to Work programme or if the steps set out in the Return to Work programme are not met. The final written warning will give the following information:

- (a) an explanation of the reasons for the warning;
- (b) a summary of the possible options, which may include alternative employment, reasonable adjustments, or early retirement under AUKN's pension scheme (where eligible);
- (c) the timescale for considering these options (referred to as the review period);
- (d) that if these options are not available, and there is otherwise no improvement in the situation, you are likely to be dismissed; and
- (e) advice as to your right to appeal against the final written warning.

The review period set out in the final written warning is likely to be relatively short, given the length of time it is likely to take to consider the options available. The final written warning itself may remain in force for 12 months and a copy of the final written warning will be kept on your personnel record. The final written warning will normally be disregarded for capability purposes after 12 months, subject to satisfactory attendance during that time, but will form a permanent part of your personnel record.

LEVEL 2: DISMISSAL

If the alternative options set out in the final written warning and are not viable, then (unless, for example, there has been a change in your health that makes it possible for you to return to work within a reasonable timescale) dismissal will normally result.

A decision to dismiss will only be taken by a manager who has the authority to do so.

The specific issues that will be considered if dismissal is a possible outcome will include:

- (a) the likelihood and timescale of an improvement in health and subsequent attendance at work;

- (b) the availability of alternative work;
- (c) the effect of past and future absences on the organisation;
- (d) any advice received from the employee's or AUKN's medical practitioner/occupational health service; and
- (e) whether there are any reasonable adjustments which could be made with regard to your work either to enable you to return or to assist you after your return.

You will be provided with written confirmation of the dismissal as soon as reasonably practicable afterwards. This will set out:

- (a) details of the reason for the dismissal;
- (b) the date on which the employment terminated or will terminate;
- (c) the appropriate period of notice or pay in lieu of notice (if any); and
- (d) advice as to your right to appeal against the dismissal.

ACTION OTHER THAN DISMISSAL

If an outcome other than dismissal is to be imposed (e.g. demotion or a change in duties), you will, as soon as is reasonably practicable, be provided with written confirmation of the action to be taken, how the action is to be implemented, the reason for it, the date on which it will come into force (if appropriate) and information on your right to appeal.

4.4 *Alternative Employment*

4.4.1 A request for a medical report may ask for advice on whether you might be able to return to work in a different role or with different duties. If you are unable to return to your own job, even with adjustments, AUKN will consider whether there is alternative work available that is suitable for you to do, with the assistance of the advice contained in the medical report. However, AUKN will not be obliged to create a new job for you.

4.4.2 If you are to return to work in an alternative role, revised terms and conditions will be discussed with you before your return.

4.5 More formal action may result in three levels of action. Other than in extremely rare cases, you will not normally be dismissed for a first instance of poor performance or unacceptable absence. AUKN reserves the right to take action at any level, or to skip levels, depending on the circumstances of the case.

5. FORMAL CAPABILITY PROCEDURE

5.1 *Invitation to Capability Meeting*

5.1.1 You will receive a written invitation to a capability meeting from AUKN.

5.1.2 This letter or notice will:

- (a) set out the nature of the issues to be discussed at the meeting in sufficient detail to enable you to prepare and respond appropriately;
- (b) advise you of the possible consequences;

- (c) set out the date, time and place of the meeting;
- (d) advise of your right to be accompanied at the meeting; and
- (e) provide copies of relevant documents, for example your absence record, any medical report and any relevant policies.

5.2 ***Right to be Accompanied***

5.2.1 You are entitled to be accompanied at any capability meeting (including any appeal meeting (also known as an appeal 'hearing')) by a fellow work colleague of your choice, or a trade union representative who meets the statutory requirements. Please note that it is your responsibility to secure the attendance of any fellow work colleague. You may not be accompanied by:

- (a) any other person, such as a relative, without the prior agreement of AUKN; or
- (b) a legal representative.

5.2.2 The person accompanying you is entitled to address the meeting to put and sum up your case, respond on your behalf to any views expressed at the meeting and confer with you during the meeting. The person accompanying you does not have the right to answer questions on your behalf, address the meeting if you do not wish it or prevent AUKN from explaining its case. Any work colleague whom you have requested to accompany you will be given a reasonable amount of paid time off to prepare for and attend the meeting.

5.3 ***Attendance at Capability Meetings***

5.3.1 You should make every effort to attend any capability meeting (including any appeal meeting). If either you or the person accompanying you cannot attend on the proposed date for the meeting, you may suggest a reasonable alternative date, which must be within five working days of the date first proposed. This five-day time limit may be extended by mutual agreement between you and AUKN. If you fail to attend any re-arranged meeting without good cause, AUKN will be entitled to make a decision on the evidence available at the re-arranged meeting, in your absence.

5.3.2 If you or your chosen companion has any difficulty at any stage of the procedure because of a disability or medical condition, you should contact AUKN.

5.4 ***Conduct of the Capability Meeting***

5.4.1 You will be given reasonable notice of the capability meeting. No decision will be made as to whether any capability action is to be taken or the nature of any capability action to be taken before the meeting takes place.

5.4.2 The meeting will be chaired by an individual with suitable seniority (the 'Chair'). Where possible, another person will be present at the meeting to take notes.

5.4.3 Where possible, another person will be present at the meeting to take notes.

5.4.4 At the meeting, the Chair will explain the purpose of the meeting, the issue to be discussed (whether of poor performance, persistent short-term absence or long-term ill health absence) and go through the relevant documents, including any medical evidence. The Chair will ensure that you fully understand the issues. You will have an opportunity to ask questions and comment on the issues and on the documents. You will be permitted to ask questions and present evidence.

5.4.5 The proceedings, any statements and all documents and records relating to capability meetings will be kept confidential.

5.5 ***Adjournment***

The Chair will have discretion to adjourn any capability meeting (including any appeal meeting) as appropriate at the reasonable request of AUKN or you or otherwise as they, at their discretion, deem necessary.

5.6 ***Decision***

At the end of the capability meeting, the Chair will normally adjourn before making a decision. Following the adjournment, the Chair may issue an oral decision. If the Chair is unable to reach an immediate decision following the meeting, they are entitled to deliberate on the meeting prior to issuing a decision in writing. In any event, written notification of the outcome of the meeting will usually be sent to you within five working days of the meeting, or as soon as reasonably practicable, together with an explanation of any capability action to be taken and notification of your right to appeal.

5.7 ***Appeals***

5.7.1 If you wish to appeal against a capability decision, you must inform the Chair in writing within five working days of receiving notification of the capability decision. Your written notification should specify the ground(s) for the appeal. If you wish to produce additional evidence to support your case, then this must be provided to the Chair in advance of the appeal meeting.

5.7.2 All appeals will be dealt with as promptly as possible, and a date will be set for the appeal meeting as soon as is reasonably practicable after the Chair has received written notification of your appeal. The appeal will be heard as soon as is reasonably practicable.

5.7.3 Wherever possible, the appeal will be heard by an individual with suitable seniority who has not been involved in the capability meeting, and who is more senior than the person who chaired the capability meeting (the 'Appeal Chair'). If there is no internal person available to hear the appeal, an external HR Consultant may act as Appeal Chair.

5.7.4 You will be informed of the arrangements for the appeal meeting, confirmation of the Appeal Chair, details of any other representative of AUKN who will be present (where possible, another person will be present at the meeting to take notes), and of the right to be accompanied at the appeal meeting. AUKN will inform you if any witnesses are to attend the appeal meeting on behalf of AUKN.

- 5.7.5 You must advise the Appeal Chair in advance of the appeal meeting of the name and relevance of any witness you intend to bring to the appeal meeting on your behalf. Any work colleague you have requested to accompany you or to appear as a witness for you will be given a reasonable amount of paid time off work to prepare for and attend the appeal meeting.
- 5.7.6 At the appeal meeting, you will be asked to present your appeal to the Appeal Chair.
- 5.7.7 The Appeal Chair will confirm to you in writing the outcome of the appeal meeting, usually within five working days of the appeal meeting, or as soon as is reasonably practicable.
- 5.7.8 The Appeal Chair's decision will be final. There is no further right of appeal.

Personal Property

1. INTRODUCTION

- 1.1 This policy applies to all workers, contractors, agency staff, volunteers, or interns.
- 1.2 This policy is for guidance only and does not form part of any contract of employment and AUKN may amend it at any time. Please contact your Manager or the Chief Executive if you have any queries about your entitlement.

2. PERSONAL PROPERTY

- 2.1 You are responsible for looking after your own money, valuables and other personal property brought on to AUKN's premises e.g. your handbag, wallet, mobile phone etc. You must take due care of your personal belongings whilst at work.
- 2.2 AUKN's liability to compensate you in the case of loss or damage to your personal property (whether caused wilfully, accidentally, by theft or otherwise) is limited to a reasonable amount having regard to such factors as to whether the loss, damage or theft was due to a negligent act or omission by AUKN.

3. PERSONAL MOBILE PHONES

Personal mobile phones must not be used within working hours with the exception of dedicated break times. A failure to comply with this policy will result in matters being dealt with under the disciplinary policy.

4. SEARCH OF PROPERTY

- 4.1 AUKN may ask you to submit to a search of your person (outer wear only) and/or property while on AUKN's premises (and of any vehicle used by you in the performance of your duties) if it has reasonable grounds for suspecting that you may have committed a criminal offence or any serious breach of contract and/or of its rules. All searches will be conducted with your consent and in the presence of at least one witness chosen by you and AUKN. Any refusal to give consent may, in appropriate circumstances, be treated as misconduct liable to disciplinary action against you.

- 4.2 AUKN reserves the right to search your workspace without prior notice to you where it has reasonable grounds to suspect you have committed a criminal offence or a breach of contract or any of its rules.

Recruitment

1. INTRODUCTION

- 1.1 All applicants for any position must be assessed objectively on their individual merits, in accordance with AUKN's Equality and Diversity Policy.
- 1.2 Any person involved in the interview or selection process whose impartiality is compromised in any way in relation to an applicant must declare it immediately to their line manager and, if so required, withdraw from the interview/selection process either completely or in relation to that applicant.
- 1.3 This policy is for guidance only and does not form part of any contract of employment and AUKN may amend it at any time. Please contact your Manager or the Chief Executive if you have any queries.

2. ADVERTISEMENTS

- 2.1 All vacancies advertised either internally or externally, will specify:
- 2.1.1 the job title;
 - 2.1.2 any significant benefits applicable to the position;
 - 2.1.3 any minimum qualifications for the position;
 - 2.1.4 any particular skills and/or experience required for the position;
 - 2.1.5 any atypical features of the position (e.g. part-time or fixed-term); and
 - 2.1.6 the closing date for applications.
- 2.2 Any advertisements should avoid specifying requirements for the position which are potentially discriminatory on the grounds of age, sex, pregnancy, gender re-assignment, race, religion or belief, sexual orientation, marriage or civil partnership status, disability, or trade union membership/non-membership. These can discriminate in a number of different ways:
- 2.2.1 **directly** – those which expressly or impliedly exclude applicants on one of the prohibited grounds (e.g. “pretty blonde 36-24-36 required for post of receptionist”, “would suit mum seeking flexible role”, “recent graduates sought for demanding new role...”).
 - 2.2.2 **indirectly** - those which apparently treat everyone the same but do so in a way which adversely affects members of one protected class or category (e.g. “must be over 2m tall” (which excludes more women than men), “must be willing to work long hours” (also excluding women as they are more likely than men to be primary carers for young children), or “must have at least seven years’ experience” (excluding more young

than old people). Any such statement must be a genuine requirement for the position.

- 2.2.3 **failure to adjust** premises or working practices to accommodate a disability.

3. APPLICATIONS AND DECISIONS

- 3.1 All applications will be acknowledged by email where possible within a reasonable period.
- 3.2 Application forms will seek from applicants only that information which is necessary to decide whether their application should proceed to the next stage of the process.
- 3.3 At each stage of the process, applicants will be told:
 - 3.3.1 when, approximately, they can expect to hear whether their application is to progress to the next stage of the recruitment process; and
 - 3.3.2 what the next stage will involve.
- 3.4 All decisions taken either to reject an application, to allow it to progress to the next stage of the interview process or to offer the position, will be checked and approved by the Chief Executive or an appropriate manager before they are communicated to the applicant.

4. INTERVIEWS

- 4.1 Before conducting an interview, interviewers should:
 - 4.1.1 identify the requirements of the position and the (objective) criteria they will use to select candidates for the position;
 - 4.1.2 avoid choosing criteria such as a particular level of qualifications or experience where it is possible that an applicant without such qualification or experience may be able to meet the requirements of the position in a different way.
- 4.2 At interview:
 - 4.2.1 questions asked should, wherever possible, be directly relevant to one or more of the identified selection criteria for the position;
 - 4.2.2 no assumptions should be made about an applicant's willingness to undertake, or suitability for, the position.

Redundancy

1. INTRODUCTION

- 1.1 This policy sets out AUKN's approach to dealing with potential redundancies. It does not form part of your terms and conditions of employment and may be subject to change at the discretion of AUKN.

- 1.2 Although AUKN's policy is to avoid redundancies whenever possible, the needs of the business may from time to time require a reduction in the overall number of staff employed or organisational changes that result in some eligible workers being made redundant. Where this is necessary AUKN will ensure that:
- 1.2.1 the total number of redundancies made is kept to a minimum;
 - 1.2.2 eligible workers and, where appropriate, their representatives are fully consulted on any proposals and their implementation;
 - 1.2.3 selection for redundancy is based on clear criteria that will, as far as possible, be objectively and fairly applied;
 - 1.2.4 every effort is made to redeploy or find alternative work for eligible workers selected for redundancy; and
 - 1.2.5 support and advice is provided to eligible workers selected for redundancy to help them find suitable work when their employment has come to an end.
- 1.3 In following the redundancy procedure set out in this policy, AUKN will not discriminate directly or indirectly on grounds of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, religion or belief, sex or sexual orientation. Part-time and fixed-term workers will not be treated less favourably than full-time or permanent comparators.
- 1.4 The aim of this policy is to set out the procedures that will be followed in cases of redundancy, ensuring compliance with employment law and relevant Acas guidance.
- 1.5 This policy applies only to eligible workers who are affected by a potential redundancy situation. It does not apply to agency workers, consultants or contractors, volunteers or casual workers.

2. AVOIDING OR MINIMISING COMPULSORY REDUNDANCIES

- 2.1 AUKN will seek to avoid compulsory redundancies wherever practicable. Where a reduction in the number of workers AUKN employs is unavoidable, every reasonable effort will be made to minimise the number of redundancies.
- 2.2 AUKN will, as an initial step, consider alternatives, such as some or all of the following examples, as appropriate to the situation and subject to AUKN's business needs at the time, in order to avoid compulsory redundancies:
- 2.2.1 natural wastage i.e. a freeze on recruitment to replace workers who have resigned or retired;
 - 2.2.2 restrictions on recruitment for new permanent members of staff;
 - 2.2.3 retraining and redeployment;
 - 2.2.4 salary freezes;
 - 2.2.5 flexible working arrangements;
 - 2.2.6 introduction of short-time working or temporary lay-offs;

- 2.2.7 reducing or ending overtime;
- 2.2.8 reducing contractual working time;
- 2.2.9 career breaks, sabbaticals and/or leave of absence;
- 2.2.10 reduced use of agency workers, relief staff, temporary workers, contractors and consultants;
- 2.2.11 voluntary redundancies, acceptance of which will be at AUKN's absolute discretion, or early retirement; and/or
- 2.2.12 offering suitable alternative employment where possible.

3. CONSULTATION

- 3.1 Where redundancies are proposed, AUKN will consult individually with all affected workers and, where appropriate, with trade union or other authorised representatives.
- 3.2 Where there are no eligible worker representatives:
 - 3.2.1 consultations will be carried out with individual eligible workers as appropriate. Where it is proposed that 20 or more redundancies are required arrangements will be made for the election of eligible worker representatives who will be consulted over the proposals and the general process to be followed; and
 - 3.2.2 individual eligible workers will still be consulted in respect of their own particular circumstances.
- 3.3 Where eligible workers are covered by trade union recognition:
 - 3.3.1 appropriate consultations will be carried out with the union in respect of any redundancy proposals; and
 - 3.3.2 individual eligible workers will also be consulted in respect of their own particular circumstances.
- 3.4 AUKN will consult on:
 - 3.4.1 the redundancy procedures to be followed; and
 - 3.4.2 the criteria to be applied.

4. VOLUNTARY REDUNDANCY

- 4.1 In order to minimise the need for compulsory redundancies, AUKN may consider requests from eligible workers for voluntary redundancies. Whether or not additional payments will be offered in relation to voluntary redundancies will be a matter for consultation and will depend upon the circumstances.
- 4.2 AUKN reserves the right at its absolute discretion to decline requests for voluntary redundancy.

5. REDUNDANCY SELECTION

- 5.1 The criteria used in selecting eligible workers for redundancy will depend upon the existing circumstances and the particular needs of AUKN at that time. However, every effort will be made to construct a fair and robust set of objective selection criteria following appropriate consultations.
- 5.2 Individual eligible workers who are provisionally selected for redundancy following the application of the criteria will be informed of the fact and invited to a meeting, at which they will be given an opportunity to make representations that the application of the criteria results in unfairness to them or if they feel that there has been a mistake in the application of the criteria.

6. NOTICE OF REDUNDANCY

- 6.1 If you are selected for redundancy, you will be given as much notice as reasonably practicable but, as a minimum, written notice of termination of employment in accordance with your contractual notice and subject to minimum statutory requirements.
- 6.2 AUKN, at its absolute discretion, may make payment in lieu of notice for all or part of the notice period, e.g. where it is not practicable or appropriate for you to work your notice and/or the needs of the business allow.
- 6.3 AUKN reserves the right, at its absolute discretion, to require any eligible worker made redundant not to attend their place of work for all or part of the redundancy notice period and/or to place the worker on garden leave in accordance with any relevant provisions of the employment contract.

7. REDUNDANCY PAYMENT

- 7.1 Any eligible worker made redundant who has at least two years' continuous service with AUKN is entitled to a statutory redundancy payment, calculated according to age, weekly pay and number of years of continuous service.
- 7.2 Any eligible worker who receives redundancy pay will receive a written notice setting out how their redundancy pay has been calculated.

8. ALTERNATIVE WORK

- 8.1 AUKN will make every effort to redeploy to suitable alternative work any eligible worker who is selected for redundancy.
- 8.2 Such eligible workers will be informed of all the available vacancies within AUKN's business at the time of their selection and will be given an opportunity to discuss with their line manager which vacancies are likely to be suitable for them.
- 8.3 While priority will be given wherever possible to eligible workers under threat of redundancy, AUKN reserves the right to select the best available candidate in relation to any given vacancy.
- 8.4 If suitable alternative employment is available, AUKN will provide a written offer detailing the terms and conditions applicable to the new employment. Acceptance of the suitable alternative employment should be in writing.

- 8.5 If you refuse the offer of alternative employment, you must do so in writing, setting out your reasons. Unreasonable refusal of an offer of a suitable alternative job will lead to the loss of your automatic right to a redundancy payment.
- 8.6 Alternative employment may be offered on a trial period.
- 8.7 Eligible workers have a separate legal entitlement to be offered any suitable alternative work that is available if they are made redundant while on maternity leave.
- 9. TIME OFF WORK**
- An eligible worker under notice of redundancy will be entitled to a reasonable amount of paid time off to look for alternative work, attend interviews, etc. Eligible workers wishing to take advantage of this right should make the appropriate arrangements with their line manager.
- 10. ANNUAL LEAVE**
- 10.1 Eligible workers may be expected to use any outstanding accrued annual leave prior to the date of termination of their employment.
- 10.2 Payment for untaken accrued annual leave will be made subject to and in accordance with the terms of your contract of employment.

Shared Parental Leave (Adoption)

- 1. INTRODUCTION**
- 1.1 The right to shared parental leave allows eligible workers to choose how to share the care of a child during the first year after its adoption.
- 1.2 The right is available to up to two eligible workers, namely:
- 1.2.1 the adopter of the child; and
 - 1.2.2 a second person, who must be married to, or the civil partner of, or the partner of, that adopter.
- 1.3 It may be that only one of these two eligible persons is employed by AUKN. Alternatively, it may be that both are employed by AUKN.
- 1.4 This policy applies to all eligible workers. The aspects of this policy relating to shared parental pay (paragraphs 5 and 6, the relevant parts of paragraphs 7 and 8, and paragraph 13) also apply to certain persons who are not eligible workers of AUKN but are in 'employed earner's employment' with AUKN: broadly speaking, this means persons working for AUKN in a capacity in relation to which class 1 National Insurance Contributions must be paid. There are certain exceptions; if you are unclear as to whether you fall into this category, please contact your Manager or the Chief Executive. No other aspects of this policy apply to non-eligible workers. This policy does not apply to consultants or self-employed contractors.
- 1.5 This policy is for guidance only and does not form part of any contract of employment. AUKN may alter the terms of this policy from time to time and

details of any alterations or additions will be notified to you. Please contact your Manager or the Chief Executive if you have any queries about your entitlement.

1.6 In this policy:

1.6.1 references to an (or the) 'Adopter' are to the adopter or expected adopter of the relevant child in respect of whom shared parental leave is being requested; and

1.6.2 references to an (or the) 'Adopter's Partner' are to the person who is married to, or the civil partner of, or the 'partner' of, that Adopter (in this context, 'partner' means a person who lives with the Adopter, and will live with the child, in an 'enduring family relationship', but is not the Adopter's child, parent, adoptive parent, former adoptive parents, grandchild, grandparent, brother, sister, half-brother, half-sister, aunt, uncle, niece or nephew).

1.7 If you are adopting a child from overseas, the procedures are slightly different.

1.8 Certain other persons may also be entitled to shared parental leave and pay, namely (a) foster parents who have children placed with them with a view to adoption, and (b) those who have entered a surrogacy arrangement with a woman, and have been granted, or intend to apply for, a parental order in relation to the child that she bears.

1.9 If you are expecting a child, and are interested in your shared parental leave rights, please refer instead to AUKN's Shared Parental Leave (Birth) Policy.

2. WHEN AN ADOPTER WILL BE ELIGIBLE FOR SHARED PARENTAL LEAVE

2.1 If you are the Adopter, you will only be entitled to take shared parental leave if you satisfy certain conditions and, in addition, the Adopter's Partner also satisfies certain conditions.

2.2 Some of the conditions you must satisfy relate to notice, declarations and evidence which you must provide to AUKN: see paragraphs 7 and 9 below.

2.3 In addition, if you are the Adopter, you must also satisfy the following conditions:

2.3.1 you must be an eligible worker of AUKN;

2.3.2 you must have been employed by AUKN for the 26-week period ending with the week in which you were notified of having been matched for adoption with the child;

2.3.3 you must still be in continuous employment with AUKN until the week before any period of shared parental leave that you take;

2.3.4 at the date of the child's placement for adoption, you and the Adopter's Partner must be the two persons with the greatest and second greatest (or equal) responsibility for the care of the child (but it does not matter which, if either, has the greater responsibility of the two);

2.3.5 you must be entitled to statutory adoption leave in respect of the child; and

- 2.3.6 you must, by the time you take any period of shared parental leave, have ended your entitlement to statutory adoption leave (see paragraph 8 below).
- 2.4 If you are the Adopter, then for you to be entitled to take shared parental leave, the Adopter's Partner must also satisfy the following conditions:
 - 2.4.1 looking at the 66 weeks immediately preceding the week in which you were notified of having been matched for adoption with the child, in at least 26 of those weeks, he or she must have been earning (as an eligible worker, or on a self-employed basis) during some part (or the whole) of each such week; and
 - 2.4.2 he or she must, during any 13 of those 66 weeks, have average weekly earnings that are not less than the 'maternity allowance threshold'. The method of calculating this average is set in the relevant legal regulations; please contact your Manager or the Chief Executive if you have any queries about it.
- 3. WHEN AN ADOPTER'S PARTNER WILL BE ELIGIBLE FOR SHARED PARENTAL LEAVE**
 - 3.1 If you are the Adopter's Partner, you will only be entitled to take shared parental leave if you satisfy certain conditions and, in addition, the Adopter also satisfies certain conditions.
 - 3.2 Some of the conditions you must satisfy relate to notice, declarations and evidence which you must provide to AUKN: see paragraphs 7 and 9 below.
 - 3.3 In addition, if you are the Adopter's Partner, you must also satisfy the following conditions:
 - 3.3.1 you must be an eligible worker of AUKN;
 - 3.3.2 you must have been employed by AUKN for the 26-week period ending with the week in which the Adopter was notified of having been matched for adoption with the child;
 - 3.3.3 you must still be in continuous employment with AUKN until the week before any period of shared parental leave that you take; and
 - 3.3.4 at the date of the child's placement for adoption, you and the Adopter must be the two persons with the greatest and second greatest (or equal) responsibility for the care of the child (but it does not matter which, if either, has the greater responsibility of the two).
 - 3.4 If you are the Adopter's Partner, then for you to be entitled to take shared parental leave, the Adopter must also satisfy the following conditions:
 - 3.4.1 looking at the 66 weeks immediately preceding the week in which the Adopter was notified of having been matched for adoption with the child, in at least 26 of those weeks, he or she must have been earning (as an eligible worker, or on a self-employed basis) during some part (or the whole) of each such week;
 - 3.4.2 he or she must, during any 13 of those 66 weeks, have average weekly earnings that are not less than the 'maternity allowance threshold' (the method of calculating this average is set in the relevant legal

regulations; please contact the Chief Executive if you have any queries about it);

3.4.3 he or she must be entitled to statutory adoption leave or statutory adoption pay in respect of the child; and

3.4.4 he or she must, by the time you take any period of shared parental leave, have ended his or her entitlement to statutory adoption leave, or fixed a date on which his or her adoption leave will end or (where he or she had no entitlement to statutory adoption leave anyway) fixed a date on which his or her adoption pay period (see paragraph 8 below).

4. THE AMOUNT OF LEAVE AVAILABLE AND WHEN AND HOW IT MAY BE TAKEN

4.1 The overall window of time during which the Adopter or Adopter's Partner may potentially (subject to entitlement) take shared parental leave begins on the date that the child is placed for adoption with the Adopter and ends on the day before the first anniversary of the child's placement for adoption.

4.2 Where the Adopter is entitled to statutory adoption leave, he or she may choose to begin his or her statutory adoption leave period no more than 14 days before the date on which the child is expected to be placed for adoption. Although the Adopter is not required to take a minimum period of statutory adoption leave, a minimum of two weeks of leave is deducted from the overall entitlement to shared parental leave.

4.3 In some cases, both the Adopter and the Adopter's Partner will be eligible to take shared parental leave. In other cases, only one of those persons will have that entitlement.

4.4 The overall amount of shared parental leave available, as calculated according to the paragraphs of this policy that follow, will be the total pool of leave that is available:

4.4.1 to share between the Adopter and the Adopter's Partner, in cases where they are both eligible; or

4.4.2 for the exclusive use of one of them, in cases where only that person is eligible.

4.5 It follows that, where both the Adopter and the Adopter's Partner are both entitled to take shared parental leave:

4.5.1 any week of leave taken by one or the other will reduce by one the overall number of weeks of shared parental leave that remains for either of them to take after that; and

4.5.2 if they both take a week of shared parental leave at the same time, this will reduce by two the overall number of weeks of shared parental leave that remains for either of them to take after that, because they will each (simultaneously) be using up one week of the overall pool of leave available.

4.6 Broadly speaking, shared parental leave is taken in substitution for the exercise by the Adopter of some portion of his or her adoption rights, by him or her giving up that portion of those rights.

- 4.7 It follows that the overall amount of shared parental leave available at the outset will depend on the extent to which the Adopter has already exercised his or her adoption rights, as shared parental leave will then be substituted for whatever portion is left. The exact calculation depends upon whether the Adopter is entitled to statutory adoption leave, or only to statutory adoption pay.
- 4.8 Where the Adopter is entitled to statutory adoption leave, he or she must bring it to an end before he or she may take shared parental leave, or fix a date on which it will end (or end it) before the Adopter's Partner may take shared parental leave.
- 4.9 Once the Adopter has done so, the maximum possible overall amount of shared parental leave available will be 50 weeks. This is because the overall number of weeks of shared parental leave available is 52 minus:
- 4.9.1 the number of weeks of statutory adoption leave taken, ending with the adoption leave curtailment date (in cases where the Adopter has curtailed his or her adoption leave period) (since the adoption leave curtailment date must be at least two weeks after the first day of the Adopter's adoption leave period, a minimum of two weeks of statutory adoption leave will always be deducted); or
 - 4.9.2 the number of weeks of statutory adoption leave taken or, if greater, two weeks (in cases where the Adopter's statutory adoption leave ends without the Adopter curtailing it, i.e. where he or she simply returns to work).
- 4.10 Where the Adopter is not entitled to statutory adoption leave, but is instead entitled to statutory adoption pay, he or she will not be entitled to take shared parental leave him or herself. However, an eligible Adopter's Partner will be entitled to take any shared parental leave available, but only if the Adopter brings his or her adoption pay period to an end early. Once he or she has done so, the overall number of weeks of shared parental leave available to the eligible Adopter's Partner will be 52 minus:
- (a) the number of weeks of the adoption pay period that have already elapsed on the date on which the Adopter brings that period to an early end, in cases where the Adopter uses the adoption pay curtailment procedure (discussed under paragraph 8.4 below); or
 - (b) the number of weeks of the adoption pay period that have already elapsed on the date on which the Adopter returns to work, in cases where the Adopter returns to work without first using that procedure to fix a date on which that period will be brought to an early end.
- 4.11 This means that the maximum amount of shared parental leave available to the Adopter's Partner will never be more than 50 weeks, unless the Adopter:
- 4.11.1 returns to work before he or she has received any statutory adoption pay without first serving an adoption pay curtailment notice; and
 - 4.11.2 subsequently submits an adoption pay curtailment notice.

- 4.12 Shared parental leave must be taken in complete weeks (i.e. an individual day, or a couple of days, is not permissible). It follows that the minimum period of shared parental leave which may be taken is one week.

5. ELIGIBILITY FOR SHARED PARENTAL PAY

- 5.1 It does not follow from the fact that an eligible worker is entitled to take shared parental leave in any given week that he or she will be entitled to claim shared parental pay in that week. Some eligible workers will be entitled to take shared parental leave, but not entitled to claim any shared parental pay. Some eligible workers will be entitled to take shared parental leave, and entitled to claim some shared parental pay, but will have exhausted their entitlement to shared parental pay by the time a particular week of shared parental leave is taken. In such cases, the week of shared parental leave may be taken but it will be unpaid.
- 5.2 Furthermore, some individuals who are working for AUKN, but are not eligible workers of AUKN, may be entitled to some shared parental pay, but will not be entitled to take any shared parental leave.
- 5.3 You will only be entitled to claim shared parental pay if certain conditions are satisfied.
- 5.4 Some of the conditions you must satisfy relate to notice, declarations, and evidence which you must provide to AUKN: see paragraph 7 below.
- 5.5 In addition, the following conditions must be satisfied:
- 5.5.1 you must be in 'employed earner's employment' with AUKN: broadly speaking, this means that you are either an eligible worker of AUKN, or you are not an eligible worker but are working for AUKN in a capacity in relation to which class 1 National Insurance Contributions must be paid. There are certain exceptions; if you are unclear as to whether you fall into this category, please contact your Manager or the Chief Executive;
 - 5.5.2 you must have been in that employed earner's employment with AUKN for the 26-week period ending with the week the Adopter was notified of having been matched for adoption with the child;
 - 5.5.3 for the last eight weeks of that 26-week period, your normal weekly earnings must have been at least equal to the 'lower earnings limit'. This limit is varied from time to time (please contact your Manager or the Chief Executive for the current rate);
 - 5.5.4 you must still be in that employed earner's employment with AUKN until the week before the first week in which you claim shared parental pay;
 - 5.5.5 at the date of the child's placement for adoption, the Adopter and the Adopter's Partner (you will be one or other of these people) must be the two persons with the greatest and second greatest (or equal) responsibility for the care of the child (but it does not matter which, if either, has the greater responsibility of the two).
- 5.6 If you are the Adopter:
- 5.6.1 you must be entitled to statutory adoption pay in respect of the child; and

- 5.6.2 you must have terminated your right to claim statutory adoption pay by bringing the adoption pay period to an early end (see paragraph 8.4 below).
- 5.7 If you are the Adopter's Partner:
 - 5.7.1 the Adopter must be entitled to statutory adoption pay in respect of the child;
 - 5.7.2 the Adopter must have fixed a date on which the adoption pay period will be brought to an early end (from which date he or she will no longer have the right to claim statutory adoption pay);
 - 5.7.3 you must intend to care for the child during any week in which you claim shared parental pay; and
 - 5.7.4 you must be absent from work during any week in which you claim shared parental pay.
- 5.8 If you are entitled to take shared parental leave from AUKN, you must be taking shared parental leave during any week in which you claim shared parental pay.
- 5.9 If you are the Adopter, then the Adopter's Partner must satisfy the employment and earnings conditions set out under paragraph 2.4 above.
- 5.10 If you are the Adopter's Partner, then the Adopter must satisfy the employment and earnings conditions set out under paragraphs 3.4.1 and 3.4.2 above.

6. THE AMOUNT OF SHARED PARENTAL PAY AVAILABLE AND ITS RATE

- 6.1 Shared parental pay is paid in place of the Adopter receiving some portion of the statutory adoption pay that he or she would otherwise receive. It will not be payable unless and until the Adopter chooses to end, earlier than would otherwise be the case, the period during which he or she is entitled to be paid statutory adoption pay. An Adopter entitled to receive statutory adoption pay will initially be entitled to receive it throughout the 'adoption pay period' (see AUKN's 'Adoption Leave Policy for further information on the adoption pay period. Broadly speaking, the overall amount of shared parental pay available at the outset will depend on how much statutory adoption pay the Adopter has already received when those payments are brought to an early end, as shared parental pay will then, subject to the eligibility criteria (see paragraph 5 above), be paid instead for an overall number of weeks equal to whatever portion of the adoption pay period is left.
- 6.2 An Adopter's adoption pay period is 39 weeks long. The maximum amount of shared parental pay available to the Adopter's Partner or Adopter will never be more than 37 weeks unless the Adopter:
 - 6.2.1 returns to work before he or she has received any statutory adoption pay without first serving an adoption pay curtailment notice; and
 - 6.2.2 subsequently submits an adoption pay curtailment notice.
- 6.3 The overall number of weeks of shared parental pay available at the outset will be 39 minus the number of weeks of the adoption pay period that have already elapsed (either before or after the placement for adoption):

- 6.3.1 on the date on which the Adopter brings that period to an early end (by using the procedure discussed under paragraph 8.4 below); or
 - 6.3.2 on the date on which he or she returns to work, in cases where the Adopter returns without fixing a date on which the adoption pay period will be brought to an early end.
- 6.4 In some cases, both the Adopter and the Adopter's Partner will be eligible to receive shared parental pay. In other cases, only one of those persons will have that entitlement. The overall amount of shared parental pay available, as calculated according to paragraph 6.3 above, will be the total pool of pay that is available:
- 6.4.1 to share between the Adopter and the Adopter's Partner, in cases where they are both eligible for shared parental pay; or
 - 6.4.2 for the exclusive use of one of them, in cases where only that person is eligible.
- 6.5 It follows that, where both the Adopter and the Adopter's Partner are entitled to shared parental pay:
- 6.5.1 any week in which one or the other receives shared parental pay will reduce by one the overall number of weeks of shared parental pay that remains for either of them after that; and
 - 6.5.2 if, in a given week, both of them are paid shared parental pay, this will reduce by two the overall number of weeks of shared parental pay that remains for either of them after that, because they will each (simultaneously) be using up one week of the overall pool of pay available.
- 6.6 The weekly rate for shared parental pay varies from time to time. Please contact your Manager or the Chief Executive to ascertain what figure would apply in your case. This is the smaller of the statutory rate of pay or 90% of your normal weekly earnings (calculated according to a formula set out in the legislation).
- 7. PROVIDING INITIAL NOTIFICATION THAT YOU INTEND TO EXERCISE SHARED PARENTAL LEAVE RIGHTS AND/OR CLAIM SHARED PARENTAL PAY**
- 7.1 If you wish to take one or more periods of shared parental leave, you must submit to AUKN two different types of notice (although they may be given at the same time):
- 7.1.1 a 'notice of entitlement', which provides initial notification to AUKN of your eligibility to take shared parental leave and of your intention to do so; and
 - 7.1.2 a 'period of leave notice', which must be submitted in order to make a firm booking of any specific period of shared parental leave.
- 7.2 Notices of entitlement are explained under this paragraph of the policy (i.e. paragraph 7 and its subparagraphs). Period of leave notices are explained below under paragraph 9 of this policy (and its subparagraphs).

- 7.3 If you wish to claim shared parental pay, you must also give AUKN advanced notice of that, and supply certain further information. This may be done by using the same notice of entitlement as is required in relation to taking shared parental leave, as described below within the remainder of this paragraph (i.e. paragraph 7) of the policy.
- 7.4 The law requires that a notice of entitlement be a written document that contains:
- 7.4.1 certain specified information;
 - 7.4.2 a declaration by the Adopter, signed by him or her, of certain specified facts and matters; and
 - 7.4.3 a declaration by the Adopter's Partner, signed by him or her, of certain specified facts and matters.
- 7.5 If you wish to take shared parental leave and/or claim shared parental pay, you:
- 7.5.1 are only required to submit a notice of entitlement once in relation to the adoption of a particular child;
 - 7.5.2 must submit it to AUKN not less than eight weeks before the start date of the first period of shared parental leave to be taken by you (or not less than eight weeks before the first week in which you wish to claim shared parental pay, if you are not eligible to take shared parental leave); but
 - 7.5.3 may submit it to AUKN at any stage earlier than that, provided that by then you know the date that the child is expected to be placed for adoption with you (as that information is required in the notice).
- 7.6 The precise requirements for a notice of entitlement differ according to whether it is the Adopter, or alternatively the Adopter's Partner, who is submitting it.
- 7.7 If you are the Adopter, you must use the form entitled 'Notice of Entitlement for Shared Parental Leave and/or Pay: Adopters'. It is obligatory to complete all relevant parts of the form with the information requested on it.
- 7.8 If you are the Adopter's Partner, you must use the form entitled 'Notice of Entitlement for Shared Parental Leave and/or Pay: Adopters' Partners'. It is likewise obligatory to complete all relevant parts of the form with the information requested on it.
- 7.9 If you are giving notice of entitlement to take shared parental leave, you will be required, in all cases, as stated in the forms, to include in your notice of entitlement the overall number of weeks of shared parental leave available at the outset to the Adopter and/or the Adopter's Partner. This should be calculated in the manner explained in paragraph 4, above.
- 7.10 If you are giving notice of entitlement to take shared parental leave, you will be required, in all cases, as stated in the forms, to include in your notice of entitlement a statement of how much shared parental leave the Adopter and the Adopter's Partner each intend to take, and an indication as to when you intend to take shared parental leave (including the start and end dates for each intended period of leave). However, this statement and indication:

- 7.10.1 do not in any way bind the Adopter or the Adopter's Partner as to how much leave each will in fact take or when you will in fact take leave;
- 7.10.2 are intended only to get the Adopter and the Adopter's Partner thinking in advance about how they might want to take their leave over the whole year, and to give AUKN an indication of what you are thinking, so as to create an opportunity for an early discussion between you and AUKN.
- 7.11 If you are giving notice of entitlement to claim shared parental pay, you will be required, in all cases, as stated in the forms, to include in your notice of entitlement the overall number of weeks of shared parental pay available at the outset to the Adopter and/or the Adopter's Partner. This should be calculated in the manner explained in paragraph 6 above.
- 7.12 If you are giving notice of entitlement to claim shared parental pay, you will be required, in all cases, as stated in the forms, to include in your notice of entitlement the number of weeks of shared parental pay you are intending to claim and to state which weeks those will be (i.e. to give dates). AUKN will use this information to inform accounts of when to pay shared parental pay to you. Note, however, that you are entitled, after you have submitted your notice of entitlement, to change your mind about how many weeks of shared parental pay you will claim, and/or which weeks those will be, provided you give at least eight weeks' notice before any requested change would take effect: see paragraph 13 below.
- 7.13 Once AUKN has received a notice of entitlement from you it may, within 14 days, request from you evidence of the child's adoption, and/or the name and address of AUKN of the other person relevant to shared parental leave in relation to this child (i.e. the name and address of AUKN of the Adopter, or of the Adopter's Partner, as the case may be).
- 7.14 If, on a day that is within 14 days of AUKN receiving your notice of entitlement, AUKN requests it, you must, within 14 days of AUKN's request, send this to your Manager (in the form of a document or documents issued by your adoption agency):
 - 7.14.1 the name and address of the adoption agency;
 - 7.14.2 the date you were notified of having been matched for adoption with the child; and
 - 7.14.3 the date on which the adoption agency expects to place the child with you.
- 7.15 If, within 14 days of receiving your notice of entitlement, AUKN requests the name and address of the other employer, you must, within 14 days of the request, send this to your Manager in writing:
 - 7.15.1 the name and address; or
 - 7.15.2 a declaration that the other person (i.e. the Adopter's Partner, or the Adopter, as the case may be) has no employer.
- 7.16 If you are the Adopter, then:
 - 7.16.1 if you were entitled to take shared parental leave and, at any time before the first anniversary of the child's adoption, you cease to care for the

child, you must inform AUKN immediately in writing, as you will no longer be entitled to take shared parental leave (please refer also to paragraph 11 below in these circumstances); and

7.16.2 if you were entitled to claim shared parental pay, and it becomes the case that your adoption pay period is no longer reduced, you must inform AUKN immediately in writing, as you will no longer be entitled to claim shared parental pay.

7.17 If you are the Adopter's Partner and, at any time before the first anniversary of the child's adoption, either of the two following events occurs, you must inform AUKN immediately in writing (and, if you are eligible to take shared parental leave, you should also refer to paragraph 11 below), as you will no longer be entitled to take shared parental leave and/or claim shared parental pay:

7.17.1 you cease to care for the child; or

7.17.2 the Adopter informs you that his or her statutory adoption leave is no longer curtailed, or his or her adoption pay period is no longer reduced.

8. THE NEED FOR THE ADOPTER TO END HIS OR HER ADOPTION ENTITLEMENTS

8.1 As noted above at paragraph 2.3.6, if you are the Adopter, and you are (or will be) otherwise eligible to take shared parental leave (see paragraph 2 above) you must, by the time you take any period of shared parental leave, have ended your entitlement to statutory adoption leave. If you have not already returned to work from your adoption leave, you must end your entitlement to statutory adoption leave by doing the following:

8.1.1 choose the date, which must be eight weeks or more in the future, on which you wish to end your statutory adoption leave (in order to become entitled to exercise shared parental leave rights instead). This date must be at least two weeks after the first day of your ordinary adoption leave period and at least one week before the last day of your additional adoption leave period in relation to the child in respect of whom shared parental leave is to be taken. If you are also submitting a request for your statutory adoption pay to end (using the procedure under paragraph 8.4 below), choose the date on which you wish your statutory adoption pay to end first (following the rules at paragraph 8.4.1 below) and then use that same date as the one on which your statutory adoption leave should end;

8.1.2 at least eight weeks before the date you have chosen, you must complete the form entitled 'Curtailed notice: adoption leave and/or adoption pay period', complete section A of it (and perhaps section B as well, see paragraph 8.5.2 below), and submit the form to AUKN. It is obligatory to complete all parts of section A of the form with the information requested on it.

8.2 If you, the Adopter, are planning on taking the earliest period of shared parental leave that is to be requested (either by you and/or by the Adopter's Partner), you must, at the same time as you submit your adoption leave curtailment notice, submit to AUKN your 'Notice of Entitlement'. The procedure for submitting notices of entitlement is explained at paragraph 7 above. You must do this whether (a) you intend to take that earliest period of shared parental leave on your own or (b) you and the Adopter's Partner intend to take that period of leave together.

- 8.3 Alternatively, if the earliest period of shared parental leave that is to be requested (either by you and/or by the Adopter's Partner) is to be taken by the Adopter's Partner alone, you must instead, before submitting the 'Curtailed Notice: Adoption Leave and/or Adoption Pay Period', fill in section C of the form (which is headed 'Declaration of Consent and Entitlement') with all the information requested there.
- 8.4 In addition, as noted above at paragraphs 5.6 and 5.7, if you are the Adopter, and you are (or will be) otherwise eligible to claim shared parental pay (see paragraph 5 above) you must, by the time you claim any shared parental pay, have ended your entitlement to statutory adoption pay (if you are entitled to it) by reducing your adoption pay period. It is also the case that if you are the Adopter, and entitled to statutory adoption pay, you must have fixed a date on which your adoption pay period will come to an early end before the Adopter's Partner (if he or she is otherwise eligible) will be entitled to claim shared parental pay. Furthermore, as noted at paragraph 3.4.4, if you are the Adopter and you are not entitled to statutory adoption leave, but you are entitled to statutory adoption pay, you must likewise, by the time the Adopter's Partner takes any shared parental leave, have fixed a date on which your adoption pay period will come to an early end. In any of these cases, to fix the date on which your entitlement to claim statutory adoption pay will cease, you must (whether or not you have already returned to work from your adoption leave) do the following:
- 8.4.1 choose a date, which must be eight weeks or more in the future, on which you want your statutory adoption pay to end. This date:
- (a) must be the last (seventh) day of a week within the statutory adoption pay period (for example, if your statutory adoption pay period began or will begin on a Tuesday, the date you give must be a Monday falling within the statutory adoption pay period);
 - (b) must be at least two weeks after the first day of the statutory adoption pay period; and
 - (c) must be at least one week before the last day of your adoption pay period.
- 8.5 If you are also submitting a request for your statutory adoption leave to end (using the procedure under paragraph 8.1 above), the date that you request your statutory adoption leave to end (see paragraph 8.1.1 above) must be:
- 8.5.1 the same as the date you choose on which you wish your statutory adoption pay to end;
- 8.5.2 at least eight weeks before the date you have chosen, you must (if you have not already obtained one for the purpose of bringing your statutory adoption leave to an end using the procedure under paragraph 8.1 above) obtain a copy of the form entitled 'Curtailed Notice: Adoption Leave and/or Adoption Pay Period', complete section B of it (and perhaps section A as well, see paragraph 8.1.2 above), and submit the form to AUKN. It is obligatory to complete all parts of section B of the form with the information requested on it.
- 8.6 It may be the case that you, the Adopter, are planning to leave AUKN's employment before the date on which you would otherwise commence your statutory adoption leave. If so, taking statutory adoption leave or shared

parental leave from AUKN will no longer be a relevant consideration for you personally, as you will no longer be employed by it.

- 8.7 In some cases, you may, despite having left AUKN's employment, remain entitled to receive statutory adoption pay from AUKN. See AUKN's Adoption Leave Policy for information on when this will be the case.
- 8.8 If you do remain entitled to statutory adoption pay from AUKN after your employment ends, and you would like the Adopter's Partner to be able to take shared parental leave from his or her employment, he or she will not be able to do so unless you first fix a date, before the end of the adoption pay period, on which your entitlement to receive statutory adoption pay from AUKN will come to an end (see AUKN's Adoption Leave Policy for information regarding when the adoption pay period begins and ends).
- 8.9 If you wish, in these circumstances, having already left AUKN's employment, to bring your entitlement to receive statutory adoption pay from AUKN to an end, please submit a request to do so using the same procedure set out under paragraph 8.4 above.

9. BOOKING PERIODS OF LEAVE

- 9.1 Provided you have demonstrated your entitlement to take leave by submitting your notice of entitlement (see paragraph 7 above and its subparagraphs), you will then be in a position to make a firm booking of one or more specific periods of shared parental leave by submitting a second type of notice called a 'period of leave notice'.
- 9.2 You must use the form entitled 'Shared Parental Leave Booking Form (Period of Leave Notice) (Adoption)'. It is obligatory to complete all parts of the form with the information requested on it.
- 9.3 A period of leave notice may contain a request for just one period of leave, or for two or more periods of leave (between which you intend to be working). You must submit the notice to AUKN not less than eight weeks before the start date of the first period of shared parental leave to be taken by you that is requested in it.
- 9.4 When booking the very first period of shared parental leave that you wish to take, you may, if you wish, submit your first period of leave notice at the same time as you submit your notice of entitlement, provided that both are submitted at least eight weeks before the start date of the first period of shared parental leave to be taken by you. Alternatively, you may have submitted your notice of entitlement at an earlier date. You may not, however, submit a period of leave notice before you have submitted your notice of entitlement.
- 9.5 No particular period of shared parental leave may be taken unless AUKN has received from you, at least eight weeks before the proposed start date of that period, a period of leave notice that includes a request in respect of that period.
- 9.6 Unlike the notice of entitlement (see paragraph 7 above and its subparagraphs), you may end up submitting more than one period of leave notices in relation to leave taken to care for a particular child, each of which may request one or several periods of leave. It is also possible to request a change to periods of leave that have already been booked, using a 'Variation Notice' (see paragraph 12 below). There is, however, an overall limit of three

to the number of either type of notice that you may submit, i.e. you are limited to submitting one of the following combinations:

- 9.6.1 three period of leave notices; or
 - 9.6.2 one period of leave notice and two variation notices; or
 - 9.6.3 two period of leave notices and one variation notice.
- 9.7 AUKN will not necessarily consent to the periods of leave you have requested in a period of leave notice. Rather, once you have submitted a period of leave notice, the process for discussing and agreeing the leave that will in fact be taken will commence (see paragraph 10 below).
- 9.8 Where you have submitted a period of leave notice that contains requests for two or more periods of leave, you have a right to withdraw it on or before the 15th day after it was submitted, by confirming this in writing to your Manager, provided that an agreement on the periods of leave to be taken has not been reached with you in the interim.

10. DISCUSSION AND AGREEMENT OF PERIODS OF LEAVE

- 10.1 If a period of leave notice that you submit only requests in it a single period of shared parental leave, and complies with the rules in all other respects, AUKN will agree to that request, and you will be allowed to take that leave. In such cases, the period of leave requested will become a firm booking as soon as AUKN receives the period of leave notice, and you will be sent a letter confirming this.
- 10.2 Where, on the other hand, a period of leave notice that you submit requests in it two or more periods of shared parental leave (between which it is proposed that you work), AUKN is under no obligation to agree to your request. In such cases, AUKN will, within the two-week period following receipt of the notice, choose either to:
- 10.2.1 consent to the periods of leave requested; or
 - 10.2.2 propose alternative dates for the periods of leave; or
 - 10.2.3 refuse the periods of leave requested without proposing alternative dates.
- 10.3 In cases where your period of leave notice requests two or more periods of shared parental leave, and AUKN is not immediately willing to consent to your proposal, you may be invited to a meeting by your Manager to discuss your prospective shared parental leave arrangements further.
- 10.4 If, within the two-week period following receipt of the notice, AUKN consents to the original request in your period of leave notice for two or more periods of leave, or agreement is reached with you on alternative dates for two or more periods of discontinuous periods of leave, the periods of leave consented to or agreed will from then onwards become firm bookings, and you will be sent a letter confirming this.
- 10.5 Where two or more periods of leave have been requested, but no agreement is reached within the two-week period following receipt of the notice you may, if you wish, choose to add up the overall amount of leave that was comprised

in the two or more periods that you requested in the notice and decide to take that amount of leave as one continuous period of leave instead.

- 10.6 If you choose to do this, you must notify AUKN of your intention to do so, using the form entitled 'Notice of Wish to Take all Requested Periods of Shared Parental Leave as One Period'. It is obligatory to complete all parts of the form with the information requested on it. This form, duly completed, should be submitted in writing to your Manager. It may not be submitted less than two weeks after the day on which the period of leave notice was submitted, or more than two weeks and five days after the day on which the period of leave notice was submitted. You may also include in that notification a start date of your choosing for that single continuous period of leave, which may be any valid date more than eight weeks after the date on which the period of leave notice was submitted. If your notification does not specify such a chosen start date, the start date will be the start date originally specified for the earliest period of leave that was requested in the period of leave notice. Following receipt by AUKN of such a notification, that single continuous period of leave will become a firm booking, and you will be sent a letter confirming this.
- 10.7 If you do not wish to consolidate the originally requested periods of leave into one continuous period, as described in paragraphs 10.5 and 10.6 above:
- 10.7.1 you may instead withdraw the period of leave notice, provided you do so on or before the 15th day after it was submitted, in writing (if you do this, the withdrawn period of leave notice will not count towards your maximum of three notices; this maximum is explained in paragraph 9.6 above);
- 10.7.2 if you do not withdraw the period of leave notice within that timeframe, you will be sent a letter confirming that the request for two or more periods of leave made in the period of leave notice has not been agreed and that no alternative agreement has been reached either; and
- 10.7.3 in either case, it will be open to you (provided you have not already reached the maximum number of notices permitted (see paragraph 9.6 above) to submit a further period of leave notice making a different suggestion for one or more periods of leave.

11. SPECIAL RULES REGARDING LEAVE WHERE CIRCUMSTANCES CHANGE

- 11.1 As noted above at paragraphs 7.16 and 7.17, there are certain changes in circumstances that will cause an eligible worker who has the right to take shared parental leave to lose it:
- 11.1.1 if you are the Adopter, you will lose your right to take shared parental leave if you cease to care for the child;
- 11.1.2 if you are the Adopter's Partner, you will lose your right to take shared parental leave if you cease to care for the child, or if the Adopter's statutory adoption leave is no longer curtailed, or his or her adoption pay period is no longer reduced.
- 11.2 In some circumstances, where a period of shared parental leave has already been firmly booked, and you unexpectedly inform AUKN (either before that leave or during it) that you have lost your entitlement to take that leave for one of the reasons set out under paragraph 11.1, it will be very difficult for AUKN to

alter arrangements at such short notice to allow you instead to work during that period (or during the remainder of that period) of shared parental leave.

- 11.3 Where you inform AUKN of one of the changes of circumstances listed at paragraph 11.1 above less than eight weeks before you are due to take a period of shared parental leave, AUKN has the right to compel you to take at least some part of the originally planned period of leave in any event. Where AUKN exercises that right:

11.3.1 the period of leave you are compelled to take will commence on the start date that the booked period of shared parental leave was due to start; and

11.3.2 the period will end no later than eight weeks after the date you informed AUKN of the change in circumstances, or no later than the original end date of the booked period of shared parental leave if that is earlier.

- 11.4 Similarly, where you inform AUKN of such a change of circumstances at a time when you are already taking a period of shared parental leave, AUKN has the right to compel you to remain on leave for a further period of time. Where AUKN exercises that right:

11.4.1 the period of further leave you are compelled to take will commence immediately, i.e. you will simply remain on leave; and

11.4.2 the period will end no later than eight weeks after the date you informed AUKN of the change in circumstances, or no later than the date on which the current period of shared parental leave was due to end if that is earlier.

- 11.5 Other special rules apply with regard to the entitlement to shared parental leave where, at any point before the first anniversary of the child's placement for adoption, the Adopter, or the Adopter's Partner, or the child dies. In such circumstances, you should contact your Manager for advice.

12. REQUESTING CHANGES TO BOOKED PERIODS OF LEAVE

- 12.1 Where a period of leave has already been firmly booked, circumstances may subsequently change in such a way that you wish to change the arrangement. If that happens, you should submit a 'variation notice' to AUKN as soon as possible. You must use the form entitled 'Request to Change Booked Period of Shared Parental Leave (Variation Notice)'. It is obligatory to complete all parts of the form with the information requested on it.

- 12.2 If you wish to change the start date or the end date of a period of booked leave:

12.2.1 the variation notice requesting that must be submitted not less than eight weeks before both the original (start or end) date and the revised (start or end) date; and

12.2.2 provided that amount of notice is given, and provided the variation notice contains requests to change the start and/or end date of only one period of shared parental leave, you will be entitled to make that change and, following AUKN's receipt of the variation notice, you will be sent a letter confirming the revised dates.

- 12.3 If you wish to convert a single period of leave that has been booked into two or more periods of leave, you should submit a variation notice requesting that. AUKN will not be obliged to agree to that request; rather it will treat such a variation notice in the same way as it would a period of leave notice that requests two or more periods of leave (see paragraphs 10.2 to 10.5 above).
- 12.4 If you wish to convert two or more periods of leave that have been booked into a single period of leave, you should submit a variation notice requesting that. Provided that the variation notice is submitted at least eight weeks before it is proposed that that single period should start, and provided the variation notice contains only that request to consolidate those periods into one period, you will be entitled to make that change and, following AUKN's receipt of the variation notice, you will be sent a letter confirming the revised dates of the period of leave to be taken.
- 12.5 If you wish to alter the length of a period of booked leave, you should submit a variation notice requesting that. This will inevitably involve changing the start date and/or the end date of the relevant period of booked leave, so the rules under paragraph 12.2 above apply with regard to the amount of notice that needs to be given in relation to each start or end date that you wish to change:
- 12.5.1 provided the variation notice gives the required amount of notice and contains requests to change the start and/or end date of only one period of shared parental leave, you will be entitled to make that change (and, following AUKN's receipt of the variation notice, you will be sent a letter confirming the revised dates of the period of leave to be taken); whereas
- 12.5.2 where the variation notice requests changes to the start and/or end dates of two or more periods of shared parental leave, AUKN will not be obliged to agree to that request; rather it will treat such a variation notice in the same way as it would a period of leave notice that requests two or more periods of leave (see paragraphs 10.2 to 10.5 above).
- 12.6 If you wish to cancel a period of booked leave altogether, you should submit a variation notice requesting that. Provided that variation notice is submitted no less than eight weeks before the booked period of leave in question was originally due to start, you will be entitled to cancel it and, following AUKN's receipt of the variation notice, you will be sent a letter confirming the cancellation.
- 12.7 As explained above at paragraph 9.6, there is a combined overall limit of three to the number of period of leave notices and variation notices that you may submit. Once this limit has been reached, AUKN may ignore any further variation notice that is submitted, and your rights as described in paragraphs 12.2 to 12.6 will not apply in such cases.

13. REQUESTING CHANGES TO WHEN SHARED PARENTAL PAY WILL BE PAID

- 13.1 If you are entitled to claim shared parental pay, you will initially set out the dates of all the weeks in which you intend to claim it in your notice of entitlement, as explained in paragraph 7.12 above. You are entitled, after you have submitted your notice of entitlement, to change your mind about how many weeks of shared parental pay you will claim, and/or which weeks those will be, provided your request to make changes falls within the bounds of the conditions set out in the following two paragraphs, and does not claim more weeks of shared parental pay in total than the amount to which you are entitled.

13.2 To make changes of this sort, you must use the form entitled 'Request to Make Changes to Shared Parental Pay Claimed (Adoption)'. You should submit it to AUKN as soon as possible. It is obligatory to complete all parts of the form with the information requested on it.

13.3 Although a form requesting changes to shared parental pay may request both a change to the overall number of weeks of pay you intend to claim, and also one or multiple changes to the specific weeks in which you will claim it, AUKN will only act on the form at all, and implement any of the proposed changes, if it is submitted at least eight weeks before the earliest week mentioned in the form in which you now intend (in line with your requested changes) to claim shared parental pay.

14. TERMS AND CONDITIONS DURING SHARED PARENTAL LEAVE

14.1 During any period of shared parental leave that you take, you will continue to receive all of your contractual benefits as set out in your contract of employment (with the exception of any sums payable by way of wages or salary).

14.2 In particular:

14.2.1 annual leave entitlement under your contract will continue to accrue (see paragraph 15 below); and

14.2.2 pension benefits will continue as set out in paragraph 16 below.

14.3 During any period of shared parental leave that you take you will be expected to continue to comply with the terms of your contract of employment, for example your duties as to confidentiality and the duty of fidelity.

15. ANNUAL LEAVE ISSUES RELATING TO SHARED PARENTAL LEAVE

15.1 You will continue to accrue annual leave during any period of shared parental leave that you take (at the rate specified in your contract of employment).

15.2 Annual leave entitlement will continue to accrue during SPL at the rate provided under your contract. If your SPL will continue into the next annual leave year, any annual leave entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your Manager agrees otherwise. You should try to limit carry over to one week's annual leave or less. Please discuss your annual leave plans with your Manager in good time before starting SPL. All annual leave dates are subject to approval in the normal way.

16. PENSION ISSUES RELATING TO SHARED PARENTAL LEAVE

16.1 Any weeks of shared parental leave that you take in which you claim shared parental pay will count towards your pensionable service. Your benefits will accrue as set out in the pension scheme and AUKN will continue to make any employer contributions that it usually makes, based on what your earnings would have been if you had not been on shared parental leave. If the pension scheme rules require you to make member contributions, these will be calculated by reference to the amount of actual pay you are receiving.

16.2 Unless the pension scheme rules allow, or the employment contract provides otherwise, any weeks of shared parental leave you take in which shared parental pay is not claimed will not count as pensionable service and you will

not be able to make contributions during this time. However, if you return to work at the end of a period of shared parental leave period in which shared parental pay is not claimed, pensionable service before and after this period will be treated as continuous.

17. KEEPING IN TOUCH DURING LEAVE (SPLIT DAYS ETC.)

- 17.1 Shortly before your first period of shared parental leave starts, AUKN will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact during your leave. AUKN may make reasonable contact with you from time to time during any periods of shared parental leave that you take.
- 17.2 Taking into account all periods of shared parental leave that you take in relation to the care of a particular child, you are permitted to work (including attendance at training sessions) on an overall total of up to 20 days that would otherwise be days on which you have booked shared parental leave without bringing your shared parental leave entitlement or shared parental pay entitlement to an end. These are referred to as 'Shared Parental Leave In Touch days' or 'SPLIT days'. The arrangements for any SPLIT days (including any payment for these days) will be agreed between you and AUKN. AUKN cannot oblige you to work any SPLIT days, and similarly you are not entitled to insist on working any SPLIT days. Furthermore, you are not entitled to attend work for any other reason during a period of booked shared parental leave.
- 17.3 Working a SPLIT day does not increase the overall amount of shared parental leave available; rather in this respect it is counted against the overall remaining shared parental allowance as if you had been on shared parental leave that day.
- 17.4 If you work on a day that would otherwise have been a day of shared parental leave, this will count as one whole SPLIT day against your 20-day allowance, irrespective of how long you work for on that day.

18. RETURNING TO WORK AFTER SHARED PARENTAL LEAVE

- 18.1 Periods of shared parental leave that you have taken will all have been to care for the same child, who will be referred to in the following paragraphs as 'the relevant child'. The nature of your rights when you return to work following shared parental leave differ depending on how much leave you have taken in total in relation to the relevant child:
- 18.2 If you are the Adopter, you must calculate, as at the date of your return to work from a period of shared parental leave, how much leave you have taken in total in relation to the relevant child, including all periods that were taken as ordinary adoption leave, additional adoption leave or shared parental leave.
- 18.3 If you are the Adopter's Partner, you must calculate, as at the date of your return to work from a period of shared parental leave, how much leave you have taken in total in relation to the relevant child, including all periods that were taken as ordinary paternity leave or shared parental leave.
- 18.4 If the total amount of leave, as calculated under paragraph 18.2 or 18.3 (as the case may be), is 26 weeks or less, you will be entitled (subject to three exceptions set out below at paragraph 18.6) to return to the job in which you were employed before your most recent period of continuous absence (i.e. before the overall period of absence from which you have just returned).

- 18.5 If the total amount of leave, as calculated under paragraph 18.2 or 18.3 (as the case may be), is more than 26 weeks, then:
- 18.5.1 if it is reasonably practicable for AUKN to permit you to return to the job in which you were employed before your most recent period of continuous absence (i.e. before the overall period of absence from which you have just returned), you will be allowed to do so; but
- 18.5.2 if it is not reasonably practicable for AUKN to permit you return to that job, you will be entitled instead to return to another job which is both suitable for you and appropriate for you to do in the circumstances.
- 18.6 In certain circumstances, your rights on return to work will be as described in paragraph 18.5 (rather than as described in paragraph 18.4) even though the total amount of leave taken in relation to the relevant child, as calculated under paragraph 18.2 or 18.3 (as the case may be), is 26 weeks or less:
- 18.6.1 the first set of circumstances where this is the case is where you have returned from one continuous period of leave, the last part of which was categorised as shared parental leave, which also included within that overall continuous period of leave from work a period of 'parental leave' that was more than four weeks long (see AUKN's separate Parental Leave Policy for further information regarding parental leave, which is a different type of leave from shared parental leave);
- 18.6.2 the second set of circumstances where this is the case is where you have returned from one continuous period of leave, the last part of which was categorised as shared parental leave, which also included within that overall continuous period of leave from work a period of additional maternity leave that was taken in relation to a child other than the relevant child. These circumstances would apply where you took some additional maternity leave in relation to that other child, and then, without returning to work, moved on without any breaks to a further period or periods of statutory leave in relation to the relevant child, the last of which was a period of shared parental leave, and only returned to work after that;
- 18.6.3 the third set of circumstances where this is the case is where you have returned from one continuous period of leave, the last part of which was categorised as shared parental leave, which also included within that overall continuous period of leave from work a period of additional adoption leave that was taken in relation to a child other than the relevant child. These circumstances would apply where you took some additional adoption leave in relation to that other child, and then, without returning to work, moved on to one or more periods of leave in relation to the relevant child, culminating (without any intervening break) with a period of shared parental leave in relation to the relevant child, and only returned to work after that.
- 18.7 Shortly before you are due to return to work from a period of shared parental leave, AUKN may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return to work. This may include updating you on any changes that may have occurred, discussing any necessary training, and discussing any changes to working arrangements.

- 18.8 If you are made redundant while on a period of shared parental leave, you are entitled to be offered a suitable alternative vacancy if there is one.
- 18.9 If, on returning to work, you decide that you would like to explore the possibility of changing the number of hours you work, and/or the times when you are required to work, and/or the location where you work, please consult AUKN's Flexible Working Policy.
- 18.10 If, while on shared parental leave, you decide that you do not wish to return to work, you should notify AUKN as soon as possible in writing to your Manager. In such circumstances, you must give notice of resignation to AUKN in accordance with your contract of employment. When you give notice to AUKN you should ensure that you have sufficient leave left to run (i.e. at least equal to your notice period), as otherwise you might be required to return to work for the remainder of the notice period.

Shared Parental Leave (Birth)

1. INTRODUCTION

- 1.1 This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If you are adopting a child, please refer to AUKN's Shared Parental Leave (Adoption) Policy instead.
- 1.2 This policy applies to all eligible workers. The aspects of this policy relating to shared parental pay also apply to those who are not eligible workers but are in 'employed earner's employment' with AUKN (this would include most qualifying agency workers). If you are unclear as to whether you fall into this category, please contact your Manager or the Chief Executive. No other aspects of this policy apply to non-eligible workers, such as consultants or self-employed contractors.
- 1.3 This policy is for guidance only and does not form part of any contract of employment and AUKN may amend it at any time. It outlines the rights eligible workers and others are given by law but is intended to be a summary only and not a complete statement of your rights. Please contact your Manager or the Chief Executive if you have any queries about your entitlement.
- 1.4 The definitions in this paragraph apply to this policy:
- 1.4.1 Expected Week of Childbirth (EWC): the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born;
- 1.4.2 Parent: one of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father or the mother's partner if not the father);
- 1.4.3 Partner: your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling or half-sibling, child, parent, adoptive parent or former adoptive parent, grandparent, grandchild, aunt, uncle, niece, or nephew;
- 1.4.4 Qualifying Week: the fifteenth week before the EWC.
- 1.5 Any document that you need to give to AUKN may be handed to, or sent by post or email to your Manager.

- 1.6 If you wish to take time off work to attend an antenatal appointment for your own antenatal care, or take time off to accompany a pregnant woman to an antenatal appointment, please refer instead to AUKN's Antenatal Appointments (Expectant Mothers or Companions) Policy, as these issues are not covered in this policy.

2. SHARED PARENTAL LEAVE

- 2.1 Shared parental leave (SPL) allows working parents to share periods of leave or pay entitlement following the birth of a child. It can be taken if you are the mother of a child, the father of a child or the partner of a mother.
- 2.2 Up to 50 weeks' statutory maternity leave (SML) and up to 37 weeks' statutory maternity pay (SMP) (or, if the mother is not entitled to SMP, maternity allowance (MA)) may be available to be shared. The leave can be shared so that it is taken at the same time as your partner or at different times.
- 2.3 The amount of leave and pay available to be shared will depend on how much SML has been used by, and how much SMP (or MA) has been paid to, the child's mother. Only the untaken balance of SML and SMP/MA is available to be shared. For example, if the child's mother is entitled to 52 weeks' maternity leave and 39 weeks' statutory maternity pay and has taken 16 weeks' leave and pay, the balance of 36 weeks' leave and 23 weeks' pay can be shared.
- 2.4 SPL is optional: if you decide you wish to take it you need to opt to do so (see paragraph 6).
- 2.5 In order for SPL to be taken, the mother must bring her entitlement to maternity leave or maternity pay/maternity allowance to an end. The process for doing this is outlined below (see paragraph). However, if you are the mother, you must take two weeks of compulsory maternity leave (four weeks for factory workers) following the child's birth; this cannot be shared.
- 2.6 If you are the child's father, any entitlement to SPL is in addition to any entitlement to statutory paternity leave and pay. The former right to take additional paternity no longer exists. For further information on paternity leave and pay, see AUKN's Paternity Leave Policy.

3. WHO MAY TAKE SHARED PARENTAL LEAVE

- 3.1 Provided you and your partner comply with the eligibility requirements and the conditions regarding the giving of notices, you may take SPL if you are i) the child's mother ii) the child's father; or iii) the mother's partner, if the child's father does not share the main responsibility for the care of the child.
- 3.2 In each case, in order to be eligible to take SPL, you must share the main responsibility for the care of the child.

4. ELIGIBILITY REQUIREMENTS

- 4.1 You must have at least 26 weeks' continuous employment with AUKN by the end of the Qualifying Week and still be employed by AUKN in the week before the SPL is to be taken.
- 4.2 The other parent of the child (or the partner of the mother) must have worked (in employed or self-employed capacity) for at least 26 of the 66 weeks before

the EWC and have had average weekly earnings of at least £30 during 13 of those weeks.

- 4.3 In addition to the requirements in paragraphs 4.1 and 4.2 above, you and the other parent (or partner of the mother) must give the required statutory notices and declarations summarised in paragraph 6 below.

5. EVIDENCE OF ENTITLEMENT

AUKN may require you to give AUKN a copy of the child's birth certificate or, if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth, and the name and address of the other parent's employer (or a declaration that they have no employer).

6. HOW TO OPT TO TAKE SHARED PARENTAL LEAVE AND PAY

- 6.1 If you are a mother who wishes to take SPL, you will need to give AUKN a leave curtailment notice, a notice of entitlement and a period of leave notice.
- 6.2 If you are the child's father, or the mother's partner, you will only be able to take SPL once the mother has either: (i) returned to work; or (ii) given her employer a curtailment notice to end her maternity leave or her SMP (if she is entitled to SMP); or (iii) given a curtailment notice to the benefits office to end her MA (if she is not entitled to maternity leave or SMP).
- 6.3 You must give AUKN a notice of entitlement and a period of leave notice.

7. LEAVE CURTAILMENT NOTICE

- 7.1 If you are the child's mother and you are still on maternity leave, you must give AUKN not less than eight weeks' written notice to end your maternity leave (known as a leave curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end.
- 7.2 You can give AUKN the leave curtailment notice before or after you give birth, but your maternity leave cannot end until two weeks after the child's birth, as this period of maternity leave is compulsory.
- 7.3 Unless you gave AUKN the leave curtailment notice before your child was born, once you have given AUKN a leave curtailment notice you cannot normally withdraw it.

8. NOTICE OF ENTITLEMENT

- 8.1 If you wish to take SPL, you must give AUKN a written notice of entitlement, which explains that you are entitled to take SPL and that you intend to take it.
- 8.2 The notice of entitlement must state:
- 8.2.1 your name and the name of your partner;
 - 8.2.2 the start date and end dates of your (or the mother's) maternity leave or, where there is no entitlement to maternity leave, the start date and end dates of any SMP or MA period;
 - 8.2.3 the total SPL available (i.e. 52 weeks less the number of weeks of maternity leave, SMP or MA period taken or to be taken by the mother);

- 8.2.4 how much of that SPL will be allocated to you and how much to your partner (you can change the allocation by giving AUKN a further written notice later and you do not have to use your full allocation);
 - 8.2.5 if you are claiming statutory shared parental pay, the total shared parental pay available (i.e. 39 weeks less the number of weeks of SMP or MA period taken or to be taken by the mother);
 - 8.2.6 how much of that available shared parental pay you will take and how much will be used by your partner (you can change the allocation by giving AUKN a further written notice and you do not have to use your full allocation);
 - 8.2.7 suggested start and end dates for each period of leave (this indication will not be binding at this stage but please give as much information as you can about your future intentions); and
 - 8.2.8 declarations by you and your partner that you meet the statutory conditions for entitlement to SPL and shared parental pay.
- 8.3 The notice of entitlement must be given to AUKN not later than eight weeks before you want the SPL to start.

9. PERIOD OF LEAVE NOTICE

- 9.1 You must give AUKN a period of leave notice that sets out the start and end dates of your SPL. This can be given at the same time as your leave curtailment notice and/or your notice of entitlement. It must be given not less than eight weeks before you want your SPL to start.
- 9.2 You must also state in your period of leave notice the dates on which you intend to claim shared parental pay, if applicable. For further information on shared parental pay.
- 9.3 You can give AUKN a maximum of three period of leave notices. Therefore if you wish to make any further arrangements for leave once you have reached this maximum, this must be with AUKN's prior agreement.

10. WHEN SHARED PARENTAL LEAVE MAY BE TAKEN:

- 10.1 SPL can be taken at any time until 12 months after the baby is born. It cannot start until two weeks after the birth.
- 10.2 Your period of leave notice specifies when you want to take SPL. SPL cannot be taken in odd days; it can only be taken in complete weeks.
- 10.3 You can choose to take SPL at the same time as your partner or at different times to your partner. You can also choose to take a continuous block of time as SPL, or you can ask to take it as discontinuous periods. If you ask to take it as discontinuous periods, AUKN may refuse your request and propose alternative dates for your leave or ask you to take it as a continuous block instead.
- 10.4 You can give up to three period of leave notices. If the period of leave notice is validly given and provides dates for a single continuous block of SPL, you will be entitled to take the leave set out in the notice. If you have requested to take your leave in discontinuous periods and AUKN has refused that request,

you may take your leave either on the alternative dates agreed with AUKN or as one continuous period of leave.

- 10.5 The rules regarding discontinuous periods of leave are particularly complicated so please seek early advice from your Manager if you propose taking your SPL in discontinuous periods.
- 10.6 You should discuss your proposed periods of leave with your Manager as early as possible in advance of submitting your formal request. This will give AUKN more time to consider your request and make arrangements to cover your absence.
- 10.7 Once you have given AUKN a period of leave notice, you can usually either cancel or vary the period of SPL by giving AUKN not less than eight weeks' notice in writing.

11. SHARED PARENTAL PAY

- 11.1 Statutory shared parental pay of up to 39 weeks (less any weeks of SMP claimed by you or the other parent) may be available provided you have at least 26 weeks' continuous employment with AUKN at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each year. Statutory shared parental pay is paid at a rate set by the government each year. Your Manager can advise you of the current rate.
- 11.2 Note that you may be eligible for SPL but not eligible for shared parental pay ('SPP'). Some eligible workers will be entitled to take SPL, and entitled to claim some SPP, but will have exhausted their entitlement to SPP by the time a particular week of SPL is taken. In such cases, the week of SPL may be taken but it will be unpaid.
- 11.3 You should tell AUKN in your period of leave notice(s) whether you intend to claim SPP during your leave and, if applicable, for what period. If it is not in your period of leave notice, you can tell AUKN separately in writing instead, not less than eight weeks before you want shared parental pay to start.

12. OTHER TERMS AND CONDITIONS DURING SHARED PARENTAL LEAVE

- 12.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
- 12.2 Annual leave entitlement will continue to accrue during SPL at the rate provided under your contract. If your SPL will continue into the next annual leave year, any annual leave entitlement that cannot reasonably be taken before starting your leave can be carried over *and must be taken immediately before returning to work unless your Manager agrees otherwise. You should try to limit carry over to one week's annual leave or less.* Please discuss your annual leave plans with your Manager in good time before starting SPL. All annual leave dates are subject to approval in the normal way.
- 12.3 If you are a member of AUKN's pension scheme, they will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any worker contributions you make will be based on the amount of any shared parental pay or enhanced shared parental pay you are receiving. If you wish to make up any shortfall in worker contributions, you must inform your Manager.

13. KEEPING IN TOUCH DURING SHARED PARENTAL LEAVE (SPLIT DAYS)

- 13.1 AUKN may make reasonable contact with you from time to time during any periods of SPL you take, for example to discuss arrangements for your return to work, although AUKN will keep this to a minimum. You should discuss with your Manager what contact they may make.
- 13.2 You may be asked to work (including attending training) on up to 20 days during your SPL (known as SPLIT days). This is in addition to any keeping in touch days (or KIT days) that you may have taken during maternity leave. SPLIT days are not compulsory and must be discussed and agreed with your Manager.

14. RETURNING TO WORK

- 14.1 If you want to end a period of SPL early, you must give AUKN not less than eight weeks' written notice of the new return date. If you have already given AUKN three period of leave notices, you will not be able to end your SPL early without AUKN's agreement.
- 14.2 If you still have unused SPL remaining and wish to extend your SPL, you must give AUKN a written period of leave notice not less than eight weeks before the date you were due to return to work. If you have already given AUKN three period of leave notices, you will not be able to extend your SPL without AUKN's agreement. You may instead be able to request annual leave or (ordinary) parental leave, subject to the needs of the business.
- 14.3 You are normally entitled to return to work in the position you held before starting SPL and on the same terms and conditions of employment. However, if it is not reasonably practicable for AUKN to allow you to return to the same position, AUKN may give you another suitable and appropriate job on terms and conditions that are no less favourable, but only in the following circumstances: a) if your SPL and any maternity or paternity leave you have taken in relation to the relevant child adds up to more than 26 weeks in total (whether or not it was taken consecutively); or b) if you took SPL consecutively with more than four weeks of (ordinary) parental leave.
- 14.4 Shortly before you are due to return to work from a period of SPL, AUKN may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return to work. This may include updating you on any changes that may have occurred, discussing any necessary training, and discussing any changes to working arrangements.
- 14.5 *If you would like to explore the possibility of changing your hours or other working arrangements on return from SPL, please consult AUKN's Flexible Working Policy. It is helpful if any request under the policy is made as early as possible.*
- 14.6 *If, while on SPL, you decide that you do not wish to return to work, you should notify AUKN as soon as possible by contacting your Manager. You must give notice of resignation to AUKN in accordance with your contract of employment. When you give notice to AUKN you should ensure that you have sufficient leave left to run (i.e. at least equal to your notice period), as otherwise you might be required to return to work for the remainder of the notice period.*

15. SPECIAL CASES

- 15.1 Special rules regarding SPL and SPP apply where: (i) the child is born earlier than expected; or (ii) you or your partner cease to care for the child; or (iii) the mother, father, partner, or the child dies.
- 15.2 In such circumstances, you should contact your Manager for advice.

Sickness and Attendance

1. POLICY

- 1.1 AUKN is committed to ensuring that its workers attend work whenever they are fit for work. However, AUKN also recognises that people do become ill and where this is the case, AUKN will, through consultation with the worker and medical advisers when appropriate, manage such absence with the ultimate aim of getting that worker back to work as soon as possible, with appropriate and reasonable assistance to achieve that aim.
- 1.2 This policy sets out the expected steps involved in managing sickness and attendance, but AUKN may use a different procedure or take additional steps as required in individual cases.
- 1.3 Certain parts of this policy are contractual requirements with which an eligible worker must comply. This policy is not otherwise contractual, does not form part of an eligible worker's contract of employment and AUKN may amend it at any time.
- 1.4 This policy applies to all workers except agency staff, or consultants, self-employed contractors, volunteers, interns, and casual workers.

2. PRINCIPLES

- 2.1 AUKN will implement this policy with the principles of the Equality and Diversity Policy and with due regard to a worker's disability and AUKN's duty to make reasonable adjustments to its arrangements, policies, and procedures, where applicable.
- 2.2 You will be notified of any concerns that AUKN has about attendance levels at the earliest possible opportunity.
- 2.3 Attendance will be managed fairly, reasonably and in a consistent manner. Records will be kept.
- 2.4 Persistent or unauthorised absence may result in disciplinary action. If the termination of employment becomes a possible outcome, AUKN will implement this policy in line with the principles of the Performance and Capability at Work Procedure or as appropriate AUKN's Code of Conduct and Disciplinary Procedure.
- 2.5 AUKN will comply with relevant data protection laws when handling information about a worker's health.

3. YOUR RESPONSIBILITIES

- 3.1 You must take responsibility for your own attendance at work and, if you are ill, your recovery and timely return to work. It is a contractual requirement that you must:
- 3.1.1 comply in a timely manner with AUKN's notification and certification procedures, whether set out in this policy or as notified from time to time by AUKN, and maintain communication with AUKN while you are absent from work;
 - 3.1.2 comply with any reasonable request for a medical and/or occupational health report to be obtained from your general practitioner and/or another doctor nominated by AUKN and/or AUKN's occupational health adviser and/or an occupational health professional (where appropriate) and for that purpose to undergo any medical and/or occupational health examination;
 - 3.1.3 provide sufficient information to AUKN as and when required to keep AUKN informed of your condition and prognosis; and
 - 3.1.4 co-operate with AUKN to implement any advice from medical and/or occupational health practitioners in order to facilitate a timely return to work.

4. PROCEDURE FOR ABSENCE REPORTING AND CERTIFICATION

- 4.1 You must notify your Manager of any absence at the earliest opportunity and no later than 30 minutes prior to your normal start time on the first working day of absence and on every subsequent day of absence for the first seven days of absence. Where you are absent for more than seven days, the frequency and timing of contact will be agreed on a case-by-case basis, but, as a minimum requirement, you should keep your Manager informed throughout the period of absence, on at least a weekly basis. Where days of absence span a weekend, the weekend days count towards the seven-day absence period. If you are absent due to ill health, you will be required to give details of the nature of the illness and an indication of the anticipated length of absence. Leaving a message with a colleague to report an absence will not amount to proper notification. Reporting an absence by text message will also not amount to proper notification.
- 4.2 If you are absent for seven days or less, you must complete an absence (self-certification) form immediately on your return to work, and this must be countersigned by your Manager, as soon as possible, but in any event, no later than *two* working days following the return date. For an absence of more than seven days, in addition to completing the absence form, you must obtain a Statement of Fitness for Work (also known as a 'Fit Note') from your GP or other treating doctor and forward this to your Manager within two working days of issue. If your absence continues after the expiry of the first Fit Note, further Fit Notes must be obtained as necessary to cover the whole period of absence and forwarded to your Manager within two working days of issue. Where days of absence span a weekend, the weekend days count towards the seven-day absence period.

5. STATUTORY SICK PAY

- 5.1 Subject to certain exceptions, you will be entitled to receive statutory sick pay ('SSP') for a maximum of 28 weeks in any period of entitlement (the maximum such period being three years) in accordance and subject to with the prevailing regulations.
- 5.2 SSP is not payable for the first three days (called waiting days). The rate of SSP will vary depending on your normal weekly earnings and the rate prescribed by the prevailing regulations. Details of the current rate can be obtained from your Manager or the Chief Executive.
- 5.3 You will only receive SSP when there is a period of four or more days' sickness. SSP will only be paid on days on which you would normally be working.
- 5.4 The main requirements in order to qualify for SSP are that you must:
 - 5.4.1 have four or more consecutive days of sickness (which may include Saturdays, Sundays, and bank holidays) during which you are too ill to be capable of doing your work;
 - 5.4.2 notify your absence to your Manager on the first day of absence and then weekly after that;
 - 5.4.3 supply evidence of incapacity, namely a self-certificate for periods of less than seven calendar days and a Statement of Fitness for Work (also known as a Fit Note), for any period after the first seven calendar days.

6. ANNUAL LEAVES DURING ABSENCE

- 6.1 The minimum annual leave entitlement required under the Working Time Regulations 1998 will continue to accrue if you are absent due to illness.
- 6.2 The normal restrictions on carrying over annual leave entitlement will apply. As such, any annual leave accrued but not taken by the end of the annual leave year will be lost, unless you have not had the opportunity to take your minimum annual leave under the Working Time Regulations 1998 due to being absent during the whole or part of an annual leave year. If you are in this situation, please contact your Manager for information on the rules regarding carrying forward untaken annual leave.

7. RETURN TO WORK AND ABSENCE MEETINGS

- 7.1 When you return to work following any period of absence, your Manager will usually conduct a Return to Work interview, to establish the reason for, and cause of your absence, that you are in fact fit to return to work and whether AUKN can do anything to assist you. AUKN's Code of Conduct and Disciplinary Procedure will be used if an explanation for absence is not forthcoming or is not thought to be satisfactory.
- 7.2 If you wish to return to work prior to the date noted on a Fit Note in cases of long-term absence or a serious health condition, you may be asked to see AUKN's nominated medical practitioner and/or occupational health adviser to confirm you are fit to return to work before you may return. In addition, where your general practitioner or consultant specifically advises that you are not fit to return to work and must not return to work, you will not be permitted to return.

This does not mean that you must always remain absent to the date specified in your current Fit Note if you feel able to return before that date, and it does not mean that you must always seek your doctor's agreement to returning earlier than the date specified in the Fit Note. Your return to work is subject to any risk assessment or adjustment, necessary for you, having been made by AUKN before the proposed earlier return date.

- 7.3 Where your Manager or the Chief Executive is concerned about the level or pattern of short-term absence, they may conduct an informal guidance meeting with you and/or monitor your attendance and/or deal with the situation under Managing Attendance at Work *Procedure or* Code of Conduct and Disciplinary Procedure.

8. ATTENDANCE MANAGEMENT

- 8.1 Where more formal measures to manage your attendance are required, AUKN will usually follow the procedure outlined below. However, AUKN reserves the right to take different action which they consider appropriate according to the particular circumstances.
- 8.2 In addition to the Return to Work discussions described in paragraph 7 above, if you are persistently or intermittently absent for short periods, your Manager will begin regular attendance reviews with you. The attendance reviews will usually involve meeting with you on a regular basis, either at your place of work or (with your agreement) at your home or another location, or by telephone if a face-to-face meeting is not possible. The purpose of such reviews is to ensure that you are receiving appropriate support and that AUKN has an up-to-date understanding of your state of health. You will be informed that your attendance is being monitored, and you will be asked to give any explanations or provide any further information you may wish to provide. The reviews will also seek to identify a level of improvement in your attendance that is acceptable to AUKN and achievable in the circumstances, and any steps AUKN can take to assist you in reaching that level of improvement. The reviews may also identify where further medical evidence may be required (see paragraph 10 below). If the medical evidence indicates that you have a disability, then the issue of reasonable adjustments will also be considered (see paragraph 11 below). The attendance reviews may also involve an external HR Consultant being present where appropriate.
- 8.3 If your attendance does not improve to an acceptable level despite these attendance reviews, then AUKN may invoke their Performance and Capability at Work Policy or Code of Conduct and Disciplinary Procedure. This may lead to a written improvement notice and/or a final written warning being given and, ultimately, to dismissal.

- 8.4 Absence Trigger Points:

Absence levels will become a concern at the following points:

- Two separate occasions in a rolling 1-month period
- Four separate occasions in a rolling 12-month period
- One occasion lasting 15 days or more in a rolling 12-month period

- A pattern of absence that is of concern (for example, repeated absence on a Monday or Friday or just before or after a period of annual leave).

9. LONG-TERM ABSENCE OR ABSENCES

- 9.1 In cases of long-term absence, AUKN will keep in regular contact with you in order to keep up to date with your state of health and when you might be expected to return. This contact will usually be with your Manager. The frequency of such contact will vary according to the particular circumstances and may, for example, be weekly, fortnightly, or monthly. AUKN will keep you informed of any developments affecting your work for them.
- 9.2 AUKN will seek to understand your medical condition by obtaining a medical report (see paragraph 10 below) and will then seek to meet with you to discuss the terms of the medical report(s) obtained and any recommendations made (including whether any measures can be taken by AUKN to assist you in returning to work) and your own view on the situation.
- 9.3 If the advice in the medical reports is, for example, that you are fit to return to work, or will be fit to return to work within a manageable period, or may be fit to return if AUKN can take measures to assist you in returning to work, they may seek to put in place a Return to Work programme which will describe in detail any steps to be taken by them, any stages of a phased return to work (e.g. shorter working hours or different working arrangements), and the timescale for achieving this.
- 9.4 If it is not possible to put in place a Return to Work programme, for example because the advice in the medical report(s) is that you will not be fit to return to work, or that it will be some considerable time before you are able to return to work, or if the Return to Work programme is unsuccessful, AUKN will seek to have a further meeting with you, and you may be given a final written warning. This will explain why you have received the warning, give a summary of the options available (such as alternative employment) and the timescale for considering these options. The warning will state that if none of the options are available, and there is otherwise no improvement in the situation, you are likely to be dismissed. You will be advised of your right to appeal against the written warning.
- 9.5 The final written warning itself may remain in force for 12 months and a copy of the final written warning will be kept on your personnel record. The final written warning will normally be disregarded for capability purposes after 12 months, subject to satisfactory attendance during that time, but will form a permanent part of your personnel record.
- 9.6 If you are unable to return to your own job even with adjustments, your Manager will, with the advice from an occupational health physician/other medical practitioner where appropriate, consider suitable alternative employment, although AUKN will not be obliged to create a new position for this purpose. If you are to return to work in an alternative role, revised terms and conditions will be discussed with you before your return and you will, as soon as is reasonably practicable, be provided with written confirmation of the revised terms and conditions, the date on which they will come into force (if appropriate) and information on your right to appeal against the decision.

- 9.7 If the alternative options set out in the final written warning are not viable, then unless, for example, there has been a change in your health that makes it possible for you to return to work within a reasonable timescale, AUKN will usually consider dismissal. If dismissal is a possible outcome, AUKN will consider matters such as the likelihood that your health may improve such that you may be able to return to work, whether there is alternative work you could do for AUKN, the effect of past and likely future absences on the organisation, medical advice and whether there are any reasonable adjustments that could be made with regard to your work to enable you return or to assist you after your return.
- 9.8 AUKN will seek to have a further meeting with you to discuss these matters and, if the decision as a result of that meeting is that you be dismissed, you will be provided with written confirmation of the dismissal as soon as reasonably practicable afterwards. This will set out details of the reason for dismissal, the date on which your employment terminated or will terminate, the appropriate period of notice or pay in lieu of notice (if any) and will advise you of your right to appeal against the decision to dismiss you.

10. MEDICAL EXAMINATIONS AND REPORTS

- 10.1 Such an examination enables AUKN to understand your state of health and any medical condition, and the causes of such condition, to obtain an accurate prognosis and to obtain advice upon what, if any, reasonable adjustments could be made to facilitate your return to work. AUKN will be entitled to see and retain a copy of any report, diagnosis or prognosis produced as a result of such examination and to discuss it with the occupational health practitioner/medical practitioner who produced the report.
- 10.2 Such health examinations will usually be considered and arranged once you have been absent for over four consecutive weeks, or for a total of four weeks in any period of six months but may be considered at other times, depending on the circumstances.
- 10.3 AUKN, its occupational health staff and/or any other medical practitioner nominated by AUKN may seek additional information from your general practitioner or consultant in accordance with the Access to Medical Reports Act 1988. You will be provided with the relevant consent forms to agree to any such release of the report. If you do not provide the information sought or you refuse consent to a medical examination or report, AUKN will need to proceed on the basis of the information they have available to them.

11. REASONABLE ADJUSTMENTS FOR DISABLED WORKERS

- 11.1 AUKN will comply with its obligations to make reasonable adjustments for disabled workers under the Equality Act 2010. A worker is disabled if he has a physical or mental condition which is long-term and which has a substantial effect on his ability to carry out normal day to day activities. A worker who is, or has been, absent due to illness may be disabled if he has a long-term condition that meets this definition, but this does not mean that all workers with health problems are disabled.
- 11.2 AUKN will, wherever possible, consider all reasonable adjustments which could be made in respect of a disabled worker's work in order to facilitate the worker's return to work or to assist him after a return to work. Such adjustments may include a reduction in hours, the transfer of certain duties to other workers,

physical adjustments, and retraining. Such adjustments may be adopted on a temporary or permanent basis depending on the circumstances of each case.

- 11.3 AUKN will usually seek your views in considering adjustments and will also usually ask your doctor for advice. It is however for AUKN, not your doctor, to decide what adjustments are reasonable, though the doctor's advice will be taken into account. Your doctor may give information in a report and/or Fit Note as to what adjustments might assist you to return to work or to help him once you are back at work and, if your doctor does so, AUKN will consider them.

12. SPECIFIC ABSENCES

- 12.1 Absence from work due to a substance misuse problem will be dealt with in accordance with AUKN's Substance Misuse Policy.
- 12.2 Absences due to pregnancy-related illness, maternity leave, and time off for antenatal appointments will not be taken into account when reviewing an individual's sickness attendance record.
- 12.3 Lateness linked to ill health will be managed in accordance with this policy. Lateness and absence which is not linked to ill health may be dealt with in accordance with AUKN's Code of Conduct and Disciplinary Procedure.

13. CAPABILITY MEETINGS

Any formal capability meeting under this procedure (Return to Work meetings and attendance review meetings are not formal capability meetings) will be convened by sending you a letter which will set out the date, time and place of the meeting, the nature of the issues to be discussed at the meeting in sufficient detail to enable you to prepare and respond appropriately, and will advise you of the possible consequences and of your right to be accompanied at the meeting by a companion. Where appropriate, AUKN will enclose copies of relevant documents, for example your absence record, any medical report, and any relevant policies. In other respects, the meetings will usually follow the procedure set out in AUKN's Performance and Capability at Work Procedure. However, AUKN reserves the right to follow a different procedure if they consider it appropriate in the particular circumstances.

Smoking

1. PURPOSE AND SCOPE

- 1.1 AUKN has a duty to ensure, so far as reasonably practicable, the health, safety, and welfare of its workers at work. AUKN must also take all reasonable steps to ensure that no smoking takes place in any designated smoke-free area.
- 1.2 Smoking tobacco has a detrimental effect on the smoker's health and may also affect others as a result of passive smoking. Smoking may also have a detrimental effect on AUKN's business because of associated absences due to ill health.
- 1.3 Whilst the use of e-cigarettes, personal vaporizers, and electronic nicotine delivery systems (referred to in this policy as e-cigarettes) currently falls outside the scope of smoke-free legislation, the long-term health effects of the use of these devices are unknown. The vapour from e-cigarettes may be a source of

irritation for some workers and may represent a health risk through passive consumption (as with passive smoking). *Customers and visitors may also confuse e-cigarettes with normal cigarettes and, if e-cigarettes are used on AUKN's premises, form the impression that AUKN does not comply with the smoke-free legislation.* As they are battery-operated, e-cigarettes may also pose a safety risk. AUKN has therefore decided that the use of e-cigarettes will be covered by this policy, as set out below.

2. POLICY

- 2.1 This policy applies to all workers, agency staff, contractors, consultants, and any other individual working for, at, or on behalf of, AUKN.
- 2.2 Smoking tobacco or any other substance and the use of e-cigarettes is forbidden anywhere in the workplace.
- 2.3 In addition, individuals should not smoke or use e-cigarettes immediately outside any entrance to any of AUKN's premises, or the premises of any clients, customers, suppliers etc, or in any of AUKN's vehicles.

3. PROCEDURE

- 3.1 A worker found smoking or using e-cigarettes on AUKN's premises (outside designated areas) or within AUKN's vehicles will be committing a serious offence and will be subject to disciplinary action. In such a case AUKN will follow its Code of Conduct and Disciplinary Procedure. Smoking tobacco in any smoke-free area of AUKN's premises is also a criminal offence, for which you may be liable on summary conviction to pay a fine.
- 3.2 Workers found to be taking smoking breaks (including for the use of e-cigarettes) in addition to their dedicated breaks will also be subject to disciplinary action.
- 3.3 Workers have the right to report breaches of this policy *in accordance with AUKN's Whistleblowing Policy*. Any such reports will be treated in confidence where possible and any worker making such a report will not suffer any detriment as a result of such a report.
- 3.4 The Chief Executive is responsible for ensuring that the policy is adhered to by all members of staff.
- 3.5 Any worker who needs assistance to adapt to AUKN's Smoking Policy is encouraged to come forward and ask for assistance.

Social Media

1. INTRODUCTION

- 1.1 AUKN understands that the internet and mobile communications technology are increasingly used as a means of communication both at work and at home. The manner in which AUKN's internet facilities can be used by their staff and representatives generally is governed by their Internet, Email and Communications *Policy*, and their Social Media *Policy*. This policy outlines the standards AUKN require staff to observe when using social media, the circumstances in which AUKN will monitor your use of social media and the action AUKN will take if this policy is breached.

- 1.2 This policy applies to all individuals, including workers, officers, consultants, contractors, volunteers, and interns (referred to as 'staff' in this policy).
- 1.3 This policy should be read in conjunction with AUKN's Data Protection and Personal Records *Policy*, Internet, Email and Communications *Policy*, Equality and Diversity *Policy*, Harassment and Bullying *Policy*, and Information Security *Policy*.
- 1.4 Except where otherwise stated, this policy does not form part of any contract of employment and AUKN may amend it at any time.

2. SOCIAL MEDIA

- 2.1 In this policy, 'social media' means internet-based applications which allow users to collaborate or interact socially by creating and exchanging content, such as social networks, community sites, blogs, microblogging sites, wikis, web forums, social bookmarking services and user rating services. Examples include Facebook, LinkedIn, Yammer, YouTube, Instagram, Twitter, Tumblr, Flickr, SlideShare, Foursquare and Pinterest.
- 2.2 Social media platforms allow us to build connections and to share ideas and content more broadly and quickly than ever before, and AUKN supports their use. However, improper use of social media may give rise to a breach of your employment contract and/or AUKN's policies, and/or defamation (i.e. damaging the good reputation of another person or organisation), misuse of confidential information or that of their *customers or clients* and/or suppliers and/or reputational damage.
- 2.3 This policy does not seek to regulate how staff use social media in a purely private capacity provided that use has no bearing on AUKN or its activities. This policy is intended to ensure that staff understand the rules governing their use of social media in relation to their work for AUKN or when referencing AUKN, or which may affect AUKN or its activities. It is designed to help you use these platforms and services responsibly, so as to minimise the risks set out above and to ensure consistent standards of use of social media. This policy therefore applies where:
 - 2.3.1 your use of social media relates to AUKN or its activities;
 - 2.3.2 your use of social media relates to or is otherwise connected with your work, whether the intended use is personal or professional;
 - 2.3.3 you represent yourself, or are otherwise identifiable, as someone employed by, or otherwise associated with, AUKN.

3. GENERAL RULES FOR USE OF SOCIAL MEDIA

- 3.1 You must not use your work email address to sign up for personal use of social media websites.
- 3.2 You should have no expectation of privacy or confidentiality in anything you create or share on social media platforms. When you create or exchange content using social media you are making a public statement. As such, your content will not be private and can be forwarded to third parties without your consent. You should therefore consider the potential sensitivity of disclosing information (such as health information) to the world. Once sensitive or confidential information (or offensive or defamatory information) has been

disclosed, it cannot be recovered, and this may result in liability both for AUKN and also you personally.

- 3.3 Bear in mind that, even if you are using social media in a personal capacity, other users who are aware of your association with AUKN might reasonably think that you speak on behalf of AUKN. You should also bear in mind at all times any adverse impact your content might have on AUKN's reputation or *client or customer* or supplier relationships.
- 3.4 When creating or exchanging content on a social media platform you must at all times comply with your contract of employment (or other contractual relationship) with AUKN, AUKN's disciplinary rules and any of AUKN's policies that may be relevant. In particular you must:
 - 3.4.1 not harass or bully other members of staff;
 - 3.4.2 not discriminate against other members of staff or third parties;
 - 3.4.3 not breach AUKN's Data Protection and Personal Records, Internet, Email and Communications, Information Security and/or Whistleblowing Policies;
 - 3.4.4 respect any confidentiality obligations owed by you or AUKN, and not disclose commercially sensitive material or infringe any intellectual property or privacy rights of AUKN or any third party;
 - 3.4.5 not make defamatory or disparaging statements about AUKN, its shareholders, workers, customers or clients, suppliers, or competitors;
 - 3.4.6 not create or exchange or link to abusive, obscene, discriminatory, derogatory, defamatory, or pornographic content;
 - 3.4.7 not upload, post, or forward any content belonging to a third party unless you have that third party's consent;
 - 3.4.8 ensure that any quotes from third party material are accurate;
 - 3.4.9 check that a third-party website permits you to link to it before including a link and ensure that the link makes clear to the user that the link will take them to the third party's site; and
 - 3.4.10 not post, upload, forward or post a link to chain mail, junk mail, cartoons, jokes, or gossip.
- 3.5 You should regularly review the privacy settings on your personal social media accounts and appropriately restrict the people who can read your comments. Review the content of your personal social media accounts on a regular basis and delete anything that could reflect negatively on you in a professional capacity or on AUKN.

4. USING SOCIAL MEDIA SITES IN AUKN'S NAME

In order to protect AUKN's commercial interests, you must not post any social media information on AUKN's behalf unless you are expressly authorised. Any breach of this restriction will be treated as gross misconduct.

5. PERSONAL USE OF SOCIAL MEDIA SITES

- 5.1 You must not use AUKN's computers, networks, or systems (including via smartphones or tablets) to access social media platforms for personal use *during working hours or at any time*.
- 5.2 Any unauthorised use of social media websites is strictly prohibited. Permission to use AUKN's systems to access social media websites for personal use may be withdrawn at any time at AUKN's discretion.

6. MONITORING

- 6.1 AUKN's Internet, Email and Communications *Policy*, in particular in relation to AUKN's right to monitor, intercept and read communications, applies equally to use of social media platforms.
- 6.2 AUKN will also monitor how the worker uses social media generally and what is said about AUKN and about their competitors. The Chief Executive is responsible for this monitoring.

7. RECRUITMENT

- 7.1 AUKN may use social media to perform due diligence on candidates during the recruitment process in line with the Data Protection Act 1998 or subsequent legislation and AUKN's Equality and Diversity Policy. An example of when AUKN may perform due diligence via social media includes:
 - 7.1.1 where AUKN has a legal basis for doing so;
 - 7.1.2 doing so is necessary and relevant for the performance of the position applied for;
 - 7.1.3 the applicant has been informed that their social media profiles will be reviewed;
 - 7.1.4 the applicant has agreed to such use; and
 - 7.1.5 AUKN complies with all of the data protection principles set out in the law.

8. BREACHES OF THIS POLICY

- 8.1 AUKN considers this policy to be extremely important. If an eligible worker is found to be in breach of the policy, they will be disciplined in accordance with AUKN's Code of Conduct and Disciplinary Procedure. In certain circumstances, breach of this policy may be considered gross misconduct, which may lead to immediate termination of employment without notice or payment in lieu of notice.
- 8.2 Staff should note in particular that creating or sharing content on a social media platform may amount to misconduct even if it takes place:
 - 8.2.1 on a personal account with appropriate privacy settings;
 - 8.2.2 outside normal working hours; and/or
 - 8.2.3 without using AUKN's computers, systems, and networks.

- 8.3 Staff are also reminded that, in certain circumstances, breach of this policy may also constitute a criminal offence.
- 8.4 If, in the course of using social media, you become aware of any misconduct or wrongdoing by any worker, officer, or agent of AUKN, you must report this to the Chief Executive.
- 8.5 You may be required to remove content created or shared by you which AUKN deems to be in breach of this policy.
- 8.6 Workers who feel that they have been harassed or bullied because of material posted or uploaded by a colleague onto a social media platform should inform their line manager in accordance with AUKN's Harassment and Bullying *Policy or Grievance Procedure*.

Stress and Mental Health

1. PURPOSE AND SCOPE

- 1.1 AUKN is committed to protecting the health, safety, and welfare of its workers, promoting positive mental health, and tackling the causes of stress and work-related mental ill health.
- 1.2 AUKN aims to promote a positive working environment where:
 - 1.2.1 it works with individuals to promote their physical and mental health;
 - 1.2.2 all staff feel able to talk openly about their mental health and not fear discrimination if their condition is a disability, or bullying or harassment;
 - 1.2.3 people with mental health issues have the opportunity to participate in the workplace.
- 1.3 AUKN recognises that stress in the workplace is a health and safety issue and acknowledges the importance of identifying and reducing the causes of workplace stress.
- 1.4 AUKN also recognises that an individual's performance or behaviour can be affected if they are experiencing mental ill health, and that appropriate support and adjustments should be explored before considering any formal measures such as disciplinary action.
- 1.5 This policy applies to all workers (including temporary and agency workers), other contractors, interns, volunteers, and apprentices. Managers are responsible for implementation and AUKN is responsible for providing the necessary resources.

2 IDENTIFYING STRESS

- 2.1 The Health and Safety Executive (HSE) defines stress as 'the adverse reaction people have to excessive pressure or other types of demand placed on them'. This makes an important distinction between pressure, which can be a positive state if managed correctly, and stress, which is likely to be detrimental to physical or mental health if it is prolonged. Stress is not in itself an illness, but it can make you ill.

- 2.2 Causes of stress may include:
 - 2.2.1 demands - e.g. where individuals are not able to cope with the demands of their jobs;
 - 2.2.2 control - e.g. where individuals are unable to control the way they do their work;
 - 2.2.3 support - e.g. where individuals do not receive enough information and support;
 - 2.2.4 relationships - e.g. where individuals are having trouble with relationships at work, or are being bullied;
 - 2.2.5 role - e.g. where individuals do not fully understand their role and responsibilities;
 - 2.2.6 change - e.g. where individuals are not engaged when a business is undergoing change.
- 2.3 Signs of stress in a team may include:
 - 2.3.1 arguments;
 - 2.3.2 higher staff turnover;
 - 2.3.3 increased reports of stress;
 - 2.3.4 increased sickness absence;
 - 2.3.5 decreased performance; and
 - 2.3.6 increased complaints and grievances.
- 2.4 Signs of stress in an individual may include:
 - 2.4.1 taking more time off;
 - 2.4.2 arriving for work later;
 - 2.4.3 being more twitchy or nervous;
 - 2.4.4 mood swings;
 - 2.4.5 being withdrawn; or
 - 2.4.6 loss of motivation, commitment, and confidence.
- 2.5 An individual who is stressed may notice changes in the way they think or feel, or act, e.g.:
 - 2.5.1 feeling negative;
 - 2.5.2 being indecisive;
 - 2.5.3 feeling isolated;

- 2.5.4 feeling nervous;
- 2.5.5 being unable to concentrate;
- 2.5.6 eating more or less than usual;
- 2.5.7 smoking, drinking, or taking drugs to 'cope'; or
- 2.5.8 having difficulty sleeping.

3 MENTAL HEALTH CONDITIONS

- 3.1 Anyone can suffer a period of mental ill health. It can emerge suddenly, as a result of a specific event, or gradually, where it worsens over time. It can range from common mental health issues, such as anxiety and depression, to more serious mental health conditions such as bipolar disorder or schizophrenia.
- 3.2 Some conditions can be persistent and may be classed as a disability, while others come and go, giving the individual 'good days' and 'bad days'. While someone may be diagnosed with a mental health condition, with the right support they can still enjoy positive mental health.
- 3.3 AUKN considers it important to better understand mental health because mental ill-health is very common, and because staff with positive mental health are more likely to work productively, interact well with colleagues and find it easier to adapt to change, whereas staff who feel unable to talk to their manager about their mental health may attend work when they are unwell, which can have an impact on individual and team productivity, and staff supported by their employer are more likely to be able to stay in work or more easily return to work after a period of absence.
- 3.4 If, as a manager, you know that an individual has a mental health condition, you should:
 - 3.4.1 if you see that the individual is having difficulties, talk to them at an early stage and ask questions in an open, exploratory, and non-judgemental way. If the individual does not want to speak to you, suggest they speak to someone else, e.g. their GP;
 - 3.4.2 if the individual has a disability, concentrate on making reasonable adjustments at work, rather than understanding the individual's diagnosis. Seek guidance from the individual's GP or other medical practitioner or a medical practitioner nominated by AUKN, in accordance with AUKN's Sickness and Attendance Policy, on what you can do to help them;
 - 3.4.3 if the individual is absent due to sickness, make sure you keep them informed about what is going on at work, including social events, and reassure them early on and throughout their absence;
 - 3.4.4 before the individual returns to work after any sickness absence:
 - (a) discuss, where possible, with the individual their return to work and reintegration into the workplace, and whether any change should be made to their duties, taking into account the available medical advice (as appropriate) and the needs of the business; and

- (b) consider the need for a written plan that sets out when the individual will have reached the stage of 'business as usual', when you can use existing management processes to review their performance, needs etc; and

3.4.5 if an individual gets upset, talk to them, reassure them, and tell them that you will give them all the help and support available. Explain that things will go at a pace that suits them. If you are in a meeting with them, ask if they would like someone else with them.

4 POLICY

4.1 AUKN will:

- 4.1.1 carry out risk assessments to identify risks of stress in the workplace and seek to eliminate or control those risks. Risk assessments will be regularly reviewed;
- 4.1.2 aim to manage and control the risks from work-related stress in accordance with the HSE's Management Standards;
- 4.1.3 provide training, where possible, for managers in dealing with stress and mental health issues, and good management practices;
- 4.1.4 provide training, where possible, for staff in mental health awareness;
- 4.1.5 where appropriate, arrange confidential counselling for staff affected by stress caused by either work or external factors, following action by an individual or manager;
- 4.1.6 provide adequate resources to enable managers to implement this policy and procedure;
- 4.1.7 implement this policy in line with the principles of AUKN's Equality and Diversity Policy, and with due regard to any individual's disability and AUKN's duty to make reasonable adjustments to its policies, arrangements, and procedures.

5 RESPONSIBILITIES - MANAGERS / SUPERVISORS / SENIOR MANAGEMENT TEAM

5.1 Managers / Supervisors / Senior Management will:

- 5.1.1 carry out and implement recommendations of risk assessments within their area;
- 5.1.2 review job descriptions to identify tasks that may cause stress;
- 5.1.3 ensure good communication between management and staff, particularly where there are organisational and procedural changes;
- 5.1.4 ensure staff are fully trained to discharge their duties;
- 5.1.5 ensure staff are provided with meaningful developmental opportunities;
- 5.1.6 monitor workloads to ensure that staff are not overloaded or under-utilised;

- 5.1.7 discourage work-related contact with staff outside normal working hours or while on holiday;
- 5.1.8 monitor working hours and overtime to ensure that staff are not overworking;
- 5.1.9 monitor holidays to ensure that staff are taking their full entitlement;
- 5.1.10 attend training, as requested, in good management practice and/or health and safety;
- 5.1.11 ensure that bullying and harassment is not tolerated within their jurisdiction;
- 5.1.12 be vigilant and offer additional support to a member of staff experiencing stress outside work, e.g. bereavement or separation; and
- 5.1.13 ensure that individuals' personal data, including information about their mental health, is handled in accordance with AUKN's Data Protection and Personal Records Policy.

6 RESPONSIBILITIES - INDIVIDUALS

- 6.1 You agree that you will:
 - 6.1.1 if you are experiencing mental health difficulties, or stress at work, seek help at the earliest opportunity from your GP or other medical practitioner, in the knowledge that AUKN will do its best to support you;
 - 6.1.2 raise any issues of concern with your Manager or the Chief Executive;
 - 6.1.3 take an active part in the process of assessing the risk, e.g. completing surveys, or providing honest feedback when requested; and
 - 6.1.4 accept opportunities for counselling / support when recommended.

Substance Misuse

1. INTRODUCTION

- 1.1 AUKN is committed to maintaining healthy, safe, and productive working conditions for its entire staff. AUKN recognises the impact that both alcohol and drugs may have upon an individual's ability to work safely and correctly and, as such, AUKN aims to ensure a working environment free from the inappropriate use of substances and where its workers are able to carry out their duties in a safe and efficient manner. AUKN recognises that in certain circumstances an alcohol or drug problem can be an illness.
- 1.2 This policy is designed to prevent and treat problems created in the workplace by inappropriate alcohol consumption and drug usage.
- 1.3 Matters concerning alcohol or drug misuse will be kept confidential as far as possible though in certain circumstances it will be necessary to inform a worker's manager of alcohol/drug issues.

2. POLICY OBJECTIVES

- 2.1 The intention of this policy is to achieve the following key objectives:
- 2.1.1 to alert all workers to the risks associated with drinking alcohol and using non-medicinal drugs and to promote good practice and a progressive change of behaviour and attitude concerning use;
 - 2.1.2 to encourage and assist workers who suspect or know that they have an alcohol or drug problem to seek help at an early stage; and
 - 2.1.3 to offer where appropriate a worker a referral to an appropriate agency or department for assessment and, if necessary, specialist help.

3. POLICY APPLICATION

- 3.1 This policy applies to all workers within AUKN. For the purposes of this policy the term 'drug' includes:
- 3.1.1 substances covered by the Misuse of Drugs Act 1971 (referred to as 'controlled drugs');
 - 3.1.2 prescribed and over the counter drugs;
 - 3.1.3 solvents and any other substances; and
 - 3.1.4 psychoactive drugs and new psychoactive substances (formerly known as 'legal highs') (even where these may not be banned under the Misuse of Drugs Act 1971).
- 3.2 In addition to eligible workers, the requirements of this policy must be observed by all agency staff, contractors, consultants and any other individual working for, at or on behalf of, AUKN.
- 3.3 This policy does not otherwise form part of any contract of employment or otherwise have contractual effect. AUKN reserves the right to make additions or alterations to the policy from time to time.

4. EMPLOYERS RULES ON ALCOHOL AND DRUGS

- 4.1 The use of alcohol and drugs can lead to reduced levels of attendance at work, reduced productivity and performance, impaired judgement and decision-making and increased risks to the health and safety of the individual concerned and others including, in serious cases, the risk of serious injury or death. In some cases, this may result in criminal prosecution or other action that in turn may damage AUKN's reputation and business.
- 4.2 All staff are expected to arrive at work fit to carry out their duties and to remain able to perform their duties throughout the working day, without any limitations or impairment due to the use, or after-effects, of alcohol or drugs.
- 4.3 AUKN's rules on alcohol and drugs at work are as follows:
- 4.3.1 Staff should not drink alcohol during the normal working day, at lunchtime, at other official breaks and at official, work-related meetings and events. Drinking alcohol at work, or attending for work under the

influence of alcohol, may be treated as serious misconduct under AUKN's Code of Conduct and Disciplinary Procedure.

- 4.3.2 AUKN expects all staff to behave in a professional and responsible manner when at work, work-related functions and at work-related social events, including events where alcohol may be served. Staff must at all times act in a way that will not have a detrimental effect on AUKN's business or reputation. Those entertaining clients or representing AUKN at events at any time are considered to be at work for these purposes and must remain professional and fit for work.
- 4.3.3 The use of drugs (as defined above) by members of staff is prohibited at any time when at work, work-related functions and at work-related social events or before or outside work whenever work performance might be affected.
- 4.3.4 Any eligible individual who is prescribed medication must seek advice from their doctor or pharmacist about the possible effect on their ability to carry out their job and in particular on their ability to drive and/or operate machinery and whether their duties should be changed, or they should be assigned to a different role on a temporary basis. If so, the eligible individual should immediately discuss the relevant issues with their manager.
- 4.3.5 Dispensing, distributing, possessing, using, selling or offering to buy drugs at work is prohibited. Any such activity (including reasonable suspicion of it) on AUKN's premises will be reported immediately to the police.
- 4.3.6 Various offences relating to driving, or attempting to drive a motor vehicle on a road or other public place, when unfit through drink and/or drugs and/or when under the influence of drink and/or drugs are set out in legislation. Any such activity (including reasonable suspicion of it) will be reported immediately to the police. Conviction for drink-driving and/or drug-driving may harm AUKN's reputation and, where an eligible individual's job requires them to drive, that individual may be unable to continue to do that job. Committing a drink-driving or drug-driving offence while at work or at any time may lead to disciplinary action under AUKN's Code of Conduct and Disciplinary Procedure and could lead to dismissal.
- 4.4 Any individual who is found to be in breach of these rules will be liable to dismissal on the grounds of gross misconduct under AUKN's Code of Conduct and Disciplinary Procedure.

5. SUSPICIONS OF INTOXICATION AT WORK

- 5.1 If, at any time at work, there is a reasonable belief that any member of staff is under the influence of alcohol or drugs, this should be reported immediately, in order that the individual in question can be provided with appropriate assistance and an investigation can be undertaken.
- 5.2 In these circumstances, the individual who is suspected of being under the influence of alcohol or drugs may be asked to leave the premises and may be

suspended from duties in accordance with AUKN's Code of Conduct and Disciplinary Procedure.

6. MEDICAL EXAMINATION

- 6.1 If AUKN suspects that there has been a breach of the above provisions, or a worker's work performance or conduct has been impaired through drug or alcohol abuse, AUKN will immediately invoke its Code of Conduct and Disciplinary Procedure which may result in the worker's dismissal or other disciplinary action. In investigating the incident, however, AUKN may require the worker to undergo a medical examination to determine the cause of the problem.
- 6.2 If, having undergone a medical examination, it is confirmed that the worker has no underlying drug or alcohol problem, AUKN will continue to deal with the issue under its Code of Conduct and Disciplinary Procedure.
- 6.3 If, having undergone a medical examination, it is confirmed that the worker has been positively tested for a controlled drug, or the worker admits to having a drug and/or alcohol problem, AUKN reserves the right to suspend the worker from work on full pay to allow AUKN to decide whether to deal with the matter under the terms of the Code of Conduct and Disciplinary Procedure.

7. MONITORING THIS POLICY

- 7.1 To assist in the effective implementation of this policy, AUKN reserves the right to have tests carried out on workers following any incident or act of misconduct, where there is a reasonable suspicion on the part of the line manager that drugs and/or alcohol may have been a contributory factor.
- 7.2 Where testing takes place, the individual will be expected to sign a written consent to be tested. Failure to give consent, or refusal to supply the urine sample, will be considered to be a breach of these rules and may lead to disciplinary action being taken.
- 7.3 AUKN reserves the right to search any worker property held on AUKN's premises, workers' workspaces, or their Company Vehicle at any time if the worker's manager believes that the prohibition of substance use is being or has been infringed.
- 7.4 If a worker refuses to comply with the search procedure, such refusal will normally be treated as amounting to gross misconduct and will entitle AUKN to take disciplinary action.

8. IDENTIFYING THE NEED FOR REFERRAL

- 8.1 An individual may choose to seek help with drug and/or alcohol issues on a completely voluntary basis. Any individual who believe that they have an alcohol and/or drug problem should seek specialist help as soon as possible.
- 8.2 A worker's manager may identify them as having poor health, attendance or work performance which may be due to a drug- or alcohol-related problem.
- 8.3 A colleague or manager who identifies a possible drug- or alcohol-related problem should draw this to the attention of the relevant manager, who will then arrange to interview the worker.

- 8.4 The purpose of the interview is to:
- 8.4.1 discuss with the worker their deteriorating work and/or behaviour and ask if they wish to comment;
 - 8.4.2 inform the worker of the possible disciplinary consequences in continuing with the present pattern of work/behaviour;
 - 8.4.3 determine whether disciplinary action will be taken with regard to the original incident;
 - 8.4.4 review what, if any, internal support is available to the worker.

9. SEARCHES

- 9.1 In order to monitor this policy, AUKN reserves the right to search any eligible individual and/or any property on AUKN's premises and/or an eligible individual's workspace and/or a Company Vehicle and its contents at any time if there is a reasonable belief that AUKN's rules are being or have been infringed.
- 9.2 Any search will be carried out, in private so far as possible, by a senior manager, with a witness in attendance. The eligible individual subject to the search may also have a witness present.
- 9.3 If there is a refusal to co-operate with the search procedure, such refusal will normally be treated as amounting to gross misconduct and will lead to disciplinary action in accordance with AUKN's Code of Conduct and Disciplinary Procedure.
- 9.4 Where the search is proposed because AUKN suspects an offence has, or may have, taken place, and the eligible individual refuses to co-operate, AUKN may involve the police, who may undertake their own search.
- 9.5 Any alcohol or drugs found as a result of a search will be confiscated, recorded and held securely until handed to the police or disposed of, as appropriate. The police will be informed of any illegal substance confiscated.

10. DRUG AND ALCOHOL SCREENING

- 10.1 To assist in the effective implementation and operation of this policy, AUKN reserves the right to require certain workers and other eligible individuals to undertake alcohol and/or drug screening tests, including a breathalyser test, when required to do so, namely:
 - 10.1.1 all staff who are subject to a requirement to undergo annual medical checks;
 - 10.1.2 any person who has been involved in a workplace accident or any incident that caused or could have caused a danger to health and safety;
 - 10.1.3 any person who management have reasonable grounds to believe or suspect is or may be under the influence of alcohol or drugs or whose work has been affected by alcohol or drug misuse.

- 10.2 A rolling programme of random alcohol and drug testing will be carried out on members of staff who work in safety-critical roles, including those working with machinery, whose job duties involve driving, and whose job involves responsibility for the safety or care of others.
- 10.3 Individuals are advised that a request to undergo alcohol and drug testing does not, in itself, indicate that they are suspected of wrongdoing.
- 10.4 Where testing takes place, the individual will be expected to sign a written consent to be tested. Failure to give consent, or refusal to supply a sample of urine, blood, hair or other sample as reasonably required, will be considered to be a breach of these rules and may lead to disciplinary action being taken.
- 10.5 Screening tests will be conducted under the direction of, and test results interpreted by, a professional external service that meets appropriate standards, or by a competent individual who is suitably qualified and/or experienced in relation to alcohol and/or drug testing. Wherever possible, staff will have access to a duplicate of any sample taken to enable them, if they wish, to have it independently analysed. Other arrangements relating to screening will be discussed with affected members of staff at the time.
- 10.6 When screening for alcohol, a blood-alcohol level which exceeds the current legal limit for driving in the UK will usually lead to disciplinary action in accordance with AUKN's Code of Conduct and Disciplinary Procedure.

11. CONFIDENTIALITY

- 11.1 AUKN aims to ensure that matters concerning alcohol or drug misuse will be kept confidential as far as possible. However, in certain circumstances it will be necessary to inform an eligible individual's manager of alcohol/drug issues to enable staff to be supported appropriately.
- 11.2 Any eligible individual who seeks help with a drug or alcohol-related problem directly from AUKN and who wishes to keep matters confidential from their manager and colleagues, should advise AUKN at the time. Confidentiality will be respected unless the relevant staff consider there is reason to believe that this may put you, your work colleagues or others at risk, or if there is some other material risk for AUKN's business. In such circumstances, you will be encouraged to inform your Manager and will be given time to do so before the relevant staff contact your Manager directly.

12. ORGANISATIONAL RESPONSIBILITY

- 12.1 AUKN will endorse this policy and periodically consider the need for review.
- 12.2 Managers will, in respect of their own unit:
- 12.2.1 promote the policy and ensure its effective implementation;
 - 12.2.2 ensure that managers understand their responsibilities for action and confidentiality to ensure consistency of approach; and
 - 12.2.3 be alert to the signs of misuse of alcohol and drugs and deal with individual cases in accordance with this policy.
- 12.3 All eligible individuals are expected to:

12.3.1 take personal responsibility for their own alcohol consumption and/or drug use; and

12.3.2 co-operate with management in assisting colleagues who have an alcohol or drug use problem

Time Off for Dependants

1. INTRODUCTION

- 1.1 This policy sets out the approach that AUKN will take in relation to the statutory right that eligible workers have to take unpaid time off work to deal with unexpected events affecting their dependants and the steps you should take if you need to make a request for such leave.
- 1.2 This policy applies only to eligible workers. It does not apply to agency workers, consultants, contractors, volunteers, interns, or casual workers.
- 1.3 This policy does not form part of any contract of employment and AUKN may amend it at any time.

2. LEAVE ENTITLEMENT

- 2.1 You are entitled to take a reasonable amount of time off during working hours in order to take action which is necessary:
 - 2.1.1 to provide assistance when a dependant falls ill, or is injured or assaulted (this includes mental or physical illnesses and they do not have to be life-threatening or need full-time care; it could be an existing condition that has got worse);
 - 2.1.2 to provide assistance when a dependant gives birth (for example if a dependant goes into labour unexpectedly and they rely on you to take them to the hospital);
 - 2.1.3 to arrange care for a dependant who is ill or injured (for example to make arrangements for a dependant's longer-term care in hospital);
 - 2.1.4 in consequence of the death of a dependant;
 - 2.1.5 because of the unexpected disruption or termination of care arrangements for a dependant (for example if a nursing home closes unexpectedly, or a child minder or carer fails to turn up to look after a dependant); or
 - 2.1.6 to deal with an incident which involves your child or one of your children and which occurs unexpectedly while the child is at school or nursery (for example if their nursery closes unexpectedly, or if your child has been involved in a fight, injured on a school trip, or suspended from school).
- 2.2 Please note that time off is limited to the time that is reasonable to enable you to deal with the immediate emergency situation and, where necessary, to make appropriate ongoing arrangements for your dependant only. You are not entitled to time off under this policy if you know about a situation beforehand.

For example, leave under this policy is not available if you need to take your child to hospital for a pre-booked appointment.

- 2.3 You may take a reasonable amount of time off work to take action which is *necessary* to deal with one of the emergency situations listed at paragraph 2.1. Generally speaking, it will be very rare that any absence lasting more than one day will be covered. For example, you may take leave under this policy to deal with the immediate care needed if your child falls ill while at school and has to be collected, but it would not cover time off to care for the child for the duration of the illness.
- 2.4 Where you need to take time off in relation to a dependant, but it is not an emergency, you may apply for annual leave, parental leave, or, where appropriate, compassionate leave instead. Please refer to AUKN's policies for further information on those types of leave. You should make any request for such leave to your Manager in accordance with the usual procedure for requesting leave.

3. DEPENDANTS

- 3.1 For these purposes, a 'dependant' is:
 - 3.1.1 your spouse, or civil partner;
 - 3.1.2 your child;
 - 3.1.3 your parent; and
 - 3.1.4 a person who lives in the same household as you (but excluding tenants, lodgers or boarders, or anyone you employ).
- 3.2 Where the time off is (a) to provide assistance when a dependant falls ill, gives birth or is injured or assaulted, or (b) to make arrangements for the provision of care for a dependant who is ill or injured, a 'dependant' will also include, in addition to the categories set out in paragraph 3.1 above, any person who reasonably relies on you for assistance if they fall ill or are injured or assaulted, or to make arrangements for their care in the event of illness or injury. For example, this may include your grandparents, a stepchild, or a grandchild.
- 3.3 Where the time off is sought because of the unexpected disruption or termination of arrangements for the care of a dependant, your 'dependants' will also include, in addition to the categories set out in paragraph 3.1 above, any person who reasonably relies on you to make arrangements for the provision of care for them.
- 3.4 There is no right to time off under this policy to care for a person who is not a dependant, or when a person you know, who is not a dependant, dies. If you wish to take time off work in those circumstances, you should apply for annual leave or compassionate leave as appropriate.

4. PAY

Leave under this policy is unpaid.

5. REQUESTING LEAVE

- 5.1 In order to have the right to time off work, you must notify AUKN, as soon as reasonably practicable, of:
 - 5.1.1 the reason for your absence, and
 - 5.1.2 for how long you expect to be absent.
- 5.2 You should do this by telephoning and speaking to your Manager as soon as practicable. AUKN will expect you to ask someone to do this on your behalf if you are unable to notify AUKN yourself. If you need to notify AUKN out of normal working hours or if you cannot get through on the telephone to your Manager, you should leave a voicemail message and send an email to them giving the relevant information instead.
- 5.3 While AUKN acknowledges that you may not be able to request leave in advance (i.e. before you are due to start work on the day in question), you must notify AUKN of your need to take leave as soon as possible. In most cases, AUKN would expect you to be able to notify AUKN at some time during the first day of absence.
- 5.4 In the unlikely event that it is not reasonably practicable to tell AUKN the reason for your absence until after you have returned to work, you must do so as soon as you return.
- 5.5 If the reason for a continuing absence changes from the reason you originally notified to AUKN, you must contact AUKN again as soon as reasonably practicable, to inform AUKN of the new reason, in accordance with paragraphs 5.1 to 5.4 above.
- 5.6 When you speak to your Manager, you may also wish to discuss what, if anything, should be communicated to your colleagues regarding your absence.
- 5.7 AUKN may ask you to confirm the reason for your absence in writing when you return to work. AUKN may also ask you to provide evidence of the reason for taking leave.
- 5.8 Eligible workers should take care to follow the notification requirements set out in this policy. Any failure to follow these procedures, or abuse of the right to leave under this policy, may result in disciplinary action under the Code of Conduct and Disciplinary Procedure.

Time Off for Jury Service or Court Attendance

1. INTRODUCTION

- 1.1 AUKN acknowledges that any eligible worker summoned for jury service is under a legal obligation to serve, and that AUKN is legally obliged to allow time off for this.
- 1.2 You are expected to work with AUKN to ensure that serving on a jury does not adversely affect AUKN, its business or its staff.

- 1.3 This policy also covers other occasions when your attendance at court may be required.
- 2. JURY SERVICE**
- 2.1 On receiving a summons to serve on a jury you must:
- 2.1.1 report the fact to AUKN as soon as the summons is received;
 - 2.1.2 notify AUKN of:
 - (a) the date you are required to attend;
 - (b) where known, the duration of the jury service; and
 - (c) the court you are required to report;
 - 2.1.3 provide (upon request) a copy of:
 - (a) the Confirmation of Jury Service letter; and
 - (b) the Certificate of Loss of Earnings; and
 - 2.1.4 make a formal request for leave to AUKN.
- 2.2 Leave will be granted unless exemption or deferral from jury service has been secured.
- 2.3 AUKN will cease to pay your salary during jury service. You are however able to claim an allowance for loss of earnings from the Courts and Tribunals Service. You will be given a Certificate of Loss of Earnings by the court which you must forward to AUKN for completion.
- 2.4 AUKN will make a top-up payment to ensure that you continue to receive your usual take-home pay for the period of your jury service. On completion of your jury service you must provide AUKN with a statement from the court or other evidence of the sum you have received from the Courts and Tribunals Service for loss of earnings to ensure that any adjustments to salary made by AUKN are accurate.
- 2.5 You should claim for any travel or subsistence expenses directly from the court. No deduction will be made from your pay for such expenses as the court is simply refunding money already expended.
- 2.6 If you are not required to appear on a particular day or part-day, you should report for work as normal.
- 2.7 If jury service is cancelled or completed earlier than expected:
- 2.7.1 you should inform AUKN and return to work immediately. Failure to do so will render you absent without permission and disciplinary action may be taken in accordance with AUKN's Code of Conduct and Disciplinary Procedure; and
 - 2.7.2 you must ensure that the leave request is cancelled.
- 2.8 If you consider that you have not been allowed reasonable time off for jury service to which you are entitled, your recourse in first instance is through AUKN's Grievance Procedure.

- 2.9 It would be against the law for AUKN to treat you unfairly as a consequence of your jury service.
- 3. OTHER COURT ATTENDANCE**
- 3.1 Witness to a crime:
- 3.1.1 if you are called as a witness to a crime, you will be released from work to fulfil that duty. The time off will be unpaid; and
- 3.1.2 claims for loss of earnings and/or travel and subsistence expenses should be made through the court system (see Jury service above).
- 3.2 Character witness:
- 3.2.1 you will be given reasonable time off, at AUKN's discretion, to allow you to act as a character witness during a court hearing;
- 3.2.2 this time off will be unpaid; and
- 3.2.3 your claim for loss of earnings and/or travel and subsistence expenses should be submitted via the relevant solicitor.
- 3.3 Court appearance on your own behalf:
- 3.3.1 you are required to use annual leave and/or work flexibly to make time up; and
- 3.3.2 authorised unpaid leave will be granted if you have insufficient annual leave entitlement or if time cannot be made up.

Whistleblowing

1. PURPOSE AND SCOPE

- 1.1 All organisations face the risk of things going wrong or of unknowingly harbouring malpractice.
- 1.2 AUKN takes malpractice very seriously. AUKN is committed to conducting their business with honesty and integrity and they expect all staff to maintain high standards too. AUKN encourages open communication from all those who work for them and want everyone to feel secure about raising concerns. AUKN will provide regular training to all staff in relation to whistleblowing law and this policy.
- 1.3 All staff have protection under whistleblowing laws if they raise concerns in the correct way. This policy is designed to give staff that opportunity and protection.
- 1.4 It does not matter if an individual who raises a concern is mistaken about it. You do not have to prove anything about the allegation you are making but you must reasonably believe that the disclosure is made in the public interest and that the information you have tends to show some malpractice.
- 1.5 This policy applies to all workers, officers, consultants, contractors and to other workers including agency workers, casual workers, *volunteers*, and *interns*.

- 1.6 This policy does not form part of any contract of employment and AUKN may amend it at any time.

2. WHEN TO USE THIS POLICY

- 2.1 There is a difference between whistleblowing and raising a grievance:
- 2.1.1 whistleblowing is where an individual has a concern about a danger or illegality that has a public interest aspect to it, for example because it threatens customers, third parties or the public generally; but
 - 2.1.2 a grievance is a complaint that generally relates to an individual's own employment position or personal circumstances at work.
- 2.2 This policy does not set out the procedure that applies to general grievances. If you have a complaint about your own personal circumstances, then you should use AUKN's Grievance Procedure instead.

3. MALPRACTICE COVERED BY THIS POLICY

- 3.1 Whistleblowing is the reporting of suspected malpractice, wrongdoing, or dangers in relation to the activities AUKN undertakes.
- 3.2 The kinds of malpractice covered by this policy include:
- 3.2.1 criminal offences including those in relation to bribery and corruption;
 - 3.2.2 miscarriages of justice;
 - 3.2.3 danger to the health and safety of any individual;
 - 3.2.4 damage to the environment;
 - 3.2.5 breach of any legal or professional obligation including those in relation to bribery and corruption;
 - 3.2.6 deliberately concealing any of the above.

4. EMPLOYER'S GUARANTEE

- 4.1 AUKN is committed to the principles set out in this policy. If you use this policy to raise a concern AUKN gives you their assurance that you will not suffer any form of retribution or detrimental treatment. AUKN will treat your concern seriously and act according to this policy.
- 4.2 If you ask for a matter to be treated in confidence, AUKN will respect this request and, unless the law requires otherwise, only make disclosures to third parties or other staff with your consent.

5. PROCEDURE FOR RAISING A CONCERN

- 5.1 If you are concerned about any form of malpractice covered by this policy, you should normally raise the issue with your Manager.
- 5.2 If you feel you cannot tell your Manager, for whatever reason, you should raise the issue with the Chief Executive.

- 5.3 A concern can be raised by telephone, in person or in writing. It is preferable if it is made in writing. Although you are not expected to prove the truth of your concern beyond doubt or provide evidence, you will generally need to provide, as a minimum, the following information:

5.3.1 details of the nature of the concern and why you believe it to be true; and

5.3.2 the background and history of the concern (giving relevant dates where possible).

6. RESPONDING TO CONCERNS RAISED

- 6.1 AUKN is committed to ensuring that all disclosures raised will be dealt with appropriately, consistently, fairly, and professionally.

- 6.2 AUKN will arrange a meeting as soon possible to discuss the concern raised. You may bring a colleague or trade union representative to any meeting that takes place. The companion must respect the confidentiality of the disclosure and any subsequent investigation. AUKN may ask you for further information about the concern raised, either at this meeting or at a later stage.

- 6.3 After the meeting, AUKN will decide how to respond. Usually this will involve making internal enquiries first, but it may be necessary to carry out an investigation at a later stage which may be formal or informal depending on the nature of the concern raised. External investigators may be brought in where necessary. AUKN will endeavour to complete investigations within a reasonable time.

- 6.4 AUKN will keep you informed of the progress of the investigation carried out and when it is completed, and give you an indication of timings for any actions or next steps that they will take, but they cannot inform you of any matters which would infringe any duty of confidentiality owed to others.

7. CONFIDENTIALITY

- 7.1 All concerns raised will be treated in confidence and every effort will be made not to reveal your identity if that is your wish. If disciplinary or other proceedings follow the investigation, it may not be possible to take action as a result of a disclosure without your help, so you may be asked to come forward as a witness. If you agree to this, you will be offered advice and support.

- 7.2 AUKN hopes that all staff will feel able to voice their concerns openly under this policy. Although a concern may be raised anonymously, AUKN encourages you to give your name when reporting your concern whenever possible. If this is not done, it will be much more difficult for AUKN to protect your position or to give feedback on the outcome of investigations.

- 7.3 Concerns that are expressed completely anonymously are also much less powerful and are difficult to investigate. AUKN will consider them at its discretion, taking into account factors such as the seriousness of the issue raised, the credibility of the concern and the likelihood of confirming the allegation from other sources.

8. RAISING YOUR CONCERN EXTERNALLY (EXCEPTIONAL CASES)

- 8.1 The main purpose of this policy is to give all staff the opportunity and protection they need to raise concerns internally. AUKN would expect that in almost all cases raising concerns internally would be the most appropriate course of action.
- 8.2 However, if for whatever reason, you feel you cannot raise your concerns internally and you reasonably believe the information and any allegations are substantially true, the law recognises that it may be appropriate for you to raise the matter with another prescribed person, such as a regulator or professional body or an MP. A list of the relevant prescribed people and bodies for this purpose and the areas for which they are responsible is available from the GOV.UK website.
- 8.3 AUKN strongly encourages any individual to seek appropriate advice before reporting a concern to anyone external.
- 8.4 Protect (formerly known as Public Concern at Work) is a leading independent whistleblowing charity whose main objectives are to promote compliance with the law and good practice in the public, private and voluntary sectors. They are a source of further information and advice and operate a confidential helpline. The contact details for Protect can be found at the end of this policy.

9. PROTECTION AND SUPPORT FOR THOSE RAISING CONCERNS

- 9.1 AUKN is committed to good practice and high standards and to being supportive to staff who raise genuine concerns under this policy, even if they turn out to be mistaken.
- 9.2 Any individual raising a genuine concern must not suffer any detriment as a result of doing so. If you believe that you have suffered such treatment, you should inform the Chief Executive immediately. If the matter is not dealt with to your satisfaction, you should raise it formally using AUKN's *Grievance Procedure*.
- 9.3 No member of staff must threaten or retaliate against an individual who has raised a concern and AUKN will not tolerate any such harassment or victimisation. Any person involved in such conduct may be subject to disciplinary action.
- 9.4 However, to ensure the protection of all staff, those who raise a concern frivolously, maliciously and/or for personal gain and/or make an allegation they do not reasonably believe to be true and/or made in the public interest will also be liable to disciplinary action.
- 9.5 Further information, with particular regard to Homecare can be found on AUKN's Whistle Blowing Procedure (QCS PM11).