

# RIVERSIDESTUDIOS

## STAFF HANDBOOK



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## GENERAL INFORMATION

This Staff Handbook (“Handbook”) contains information about working at Riverside Studios (“Riverside”) and it is important that you fully understand everything in this document. Within this Handbook you can read about the history of Riverside and find out about the companies that operate within the building. The Handbook also outlines policies and procedures which must be followed when working for Riverside. A breach of any of the policies or procedures could result in disciplinary action against you. If you are unclear about anything you should ask your Line Manager for further information.

The policies and procedures set out in this Handbook apply to all staff unless otherwise indicated. They therefore apply to managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees, casual and agency staff and volunteers (collectively referred to as “staff” in this Handbook). They do **not** form part of the terms and conditions of employment with us, which are provided to you separately.

Every effort has been made to ensure that this Handbook does not conflict with anything stated in your terms and conditions of employment. In the unlikely event that there is an inconsistency between these two documents your terms and conditions of employment will be deemed to take precedence over this Handbook.

Riverside reserves the right to amend and change non-contractual content from time to time. This Handbook will be reviewed on an annual basis and each review will be approved by the Riverside Trust Board.

By signing your employment contract, you are declaring that you have also read and fully understand this Handbook.

## RIVERSIDE COMPANY STRUCTURE AND INFORMATION

The original Riverside, which had been a foundry in the late Victorian era, became a film studio in the 1930s, then a BBC Television facility in the 1950s before opening as an arts centre in 1976.

During its twenty years as a film studio, Riverside hosted feature productions including *The Seventh Veil* starring James Mason, *The Happiest Days of Your Life* starring Margaret Rutherford and *Father Brown* starring Alec Guinness. While occupied by the BBC, Riverside was the home of *Doctor Who*, *Hancock's Half Hour*, *Dixon of Dock Green* and *Jackanory*, among many other celebrated programmes. As an arts centre, Riverside has played host to such luminaries as Samuel Beckett, Helen Mirren, Robert Lepage, Yoko Ono, David Bowie, and Amy Winehouse as well as world-renowned companies including Rambert, DV8, Complicite, the RSC and the Wooster Group.

In 2019, following a five-year redevelopment, Riverside reopened on its original site as a national centre for innovation in arts and entertainment. The new building is a 90,000 sq. ft. facility with 3 flexible performance spaces (small, medium and large), a 206-seat cinema, 56-seat screening room, community and rehearsal spaces and a choice of restaurants and bars with breath-taking views of the historic Hammersmith Bridge. With the Thames walkway opened up in front of the building, Riverside makes for an attractive and exciting destination in West London.

Riverside's state-of-the-art infrastructure enables the capture of live events, while the expertise and imagination of our staff and collaborators take digital projects to new audiences. Today, Riverside mixes the best of our past in film, theatre, comedy, dance and television with the latest technology to provide even greater opportunities and inspiration for artists and audiences alike.

Riverside is run by Riverside Trust, a non-profit making arts charity.

The Board of Directors formally convenes four times a year, under its Chair, Dr. Greg Parston. Following a management restructure the senior executive on this Board are the Interim Executive Director, Tony Lankester, the Interim Business & Finance Director, Guy Hornsby and the Interim Creative Director, Rachel Tackley supported by the departmental management team.

In addition to our ticket sales, Riverside Trust currently generates all income through commercial operations such as its food and drink offerings, hires, events and revenue from tenant arts and entertainment companies which operate out of Riverside.

**Riverside TV Studios Limited**, a separate company from the Riverside Trust, was set up to operate the largest studio, Studio 1, at Riverside having substantially invested in digital technology to provide one of the most up-to-date television studios in London. Studios 2 and 3 are also capable of hosting TV productions. Previously, shows such as *TFI Friday*, *SMTV*, *CD:UK*, *T4*, *Question Time*, *The Apprentice: You're Fired*, *Celebrity Juice*, *Russell Howard's Good News*, and *The Last Leg* have all been filmed on site.

**Sam's Riverside** operates as a fine dining restaurant within the building. It boasts a private dining space and outdoor seating looking out over the river. Sam's Riverside is a high impact, high profile restaurant. The menus are among the best in London served with old school charm, professionalism and hospitality set in a modern, vibrant setting. The customer will leave knowing that they have had an exceptional experience, something rare, something original.

## RIVERSIDE TRUST MISSION STATEMENT

Riverside returns as a dynamic cultural venue where artists, audiences and communities come together to discover and participate in extraordinary live and digital arts and entertainment.

Our new building offers flexible performance spaces, a TV studio, cinemas, event and rehearsal spaces, gallery, workspaces, an archive and bars and restaurants.

Riverside will continue to be a free-flowing confluence of theatre, film, music, dance, comedy, art, enterprise, events, innovative technology and hospitality.

Our charitable aims are to present high-quality arts and to make them accessible to all. We believe that the arts have the power to improve and change lives.

Riverside will be a gateway to the arts for everyone through our bold artistic and innovative community programmes.

With an anticipated 650,000 visitors, 1,000 artists, 1,000 community members, 300 live performances, 150 TV shows, and 100 films a year Riverside will make a huge impact on the arts and local communities.

### THE BUILDING

Riverside consists of three studio spaces, a cinema, a screening room, rehearsal space, community and events spaces, tenant offices and several food and drink offerings.

**Studio 1** (604 sq m/300 seated capacity) with dressing rooms at the back of the building, as well as the production galleries, are all leased to Riverside TV Studios.

**Studio 2** (472 sq m/400 seated capacity) stages predominantly theatre, both hires and co-productions, as well as one-off commercial events and occasional TV.

**Studio 3** (137 sq m/200 seated capacity) is used for theatrical productions, predominantly on a hire basis, and occasional TV.

**The Community and Rehearsal Room** (102 sq m/60 seated, 80 standing capacity) is a flexible space that can be used for a variety of events including rehearsals due to its sprung floor.

**The Events and Entertainment Space** (118 sq m/60 seated, 120 standing) is a flexible event space with river views that can be used for a variety of events including parties, workshops, receptions and presentations.

**The Cinema** (Screen 1) (239 sq m/206 seated capacity) includes a large state-of-the-art screen, a new digital projector, plush seating and a stage area perfect for talks or Q&As. It operates as a commercial cinema and is also used for event hires during the day.

**The Screening Room** (Screen 2) (52 sq m/46 seated capacity) is an intimate cinema space with comfortable, plush seating that is available to hire for private screenings.

**The Cinema Bar** (142 sq m/150 standing capacity) is a large basement reception area suitable for a variety of events and with access to a bar.

**The Bakery and Bar & Kitchen** at the front of the building are open every day. As well as a bar the Bar & Kitchen serves light refreshments, lunch and dinner to the general public, and has a south-facing terrace and outdoor seating overlooking the River Thames and Hammersmith Bridge.

# PERSONNEL POLICY

## INDUCTION

When you first start at Riverside you will be given the following:

- A staff information sheet
- Terms and conditions of employment and a job description
- A copy of this Handbook

You will also be given an introduction to the building which should include the following:

- Building, staff and departmental familiarity
- Emergency procedures, including evacuation, use of fire equipment and first aiders.

If you don't receive any of these please talk to your Line Manager as soon as possible.

## NATIONAL INSURANCE (NI)

You should ensure your NI number is correct on your staff information sheet.

## EMERGENCY CONTACT DETAILS

The Finance Department is responsible for maintaining up-to-date details of your home address and the emergency contact telephone numbers of the person or persons you would like us to contact in the event of an emergency, for example, if you have an accident. This information will be requested by your Line Manager when you start work and you should advise us of any changes straight away. This information is held in confidence and will only be used when needed.

We will write separately to the person or persons whose contact details you have provided, notifying them of why we hold their details, namely that it is in your legitimate interests.

## EQUAL OPPORTUNITIES

Riverside is committed to equal opportunities. Our policy is guidance only and does not form part of your contract of employment

It is Riverside's policy not to discriminate against its employees, job applicants or individuals who work at Riverside but who are not our employees, on the basis of their gender, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnicity or national origin, disability or age, pregnancy (collectively "protected characteristics"). The principle of non-discrimination and equality of opportunity applies equally to the treatment of visitors, clients, customers and suppliers and in certain circumstances to ex-employees.

Discrimination may be:

- **Direct** where someone is put at a disadvantage for a reason related to one of the unlawful grounds, e.g. rejecting an applicant because of their race;

- **Indirect** where an individual is subject to an unjustified provision criteria or practice which puts them at a particular disadvantage on the basis of one of the unlawful grounds, e.g. a height requirement that would eliminate a higher proportion of women than men;
- **Victimisation** where an individual is treated less favourably because of action taken to assert legal rights against discrimination or to assist a colleague in that regard; or
- **Harassment** is where an individual “A” engages in unwanted conduct on the basis of one of the unlawful grounds that has the purpose or effect of violating another individual’s “B’s” dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for B.
- **Disability discrimination** includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

The policy applies to the advertising of jobs and recruitment and selection, to training and development, opportunities for promotion, to conditions of service, benefits and facilities and pay, to health and safety and to conduct at work, to grievance and disciplinary procedures and to termination of employment, including redundancy.

All employees have a duty to act in accordance with this policy and not to discriminate against or harass other members of the workforce, visitors, clients, customers or suppliers. Those working at a management level have a specific responsibility to promote this policy and set an appropriate standard of behaviour. The management have overall responsibility for this policy and any questions about this policy should be directed in the first instance to a manager, followed by a director if necessary.

If you are subjected to harassment, discrimination or victimisation on any of the unlawful grounds, you will have the full support of Riverside’s management in terminating it. There are various ways in which you can deal with the behaviour, ranging from simply asking the person to stop, to taking up a formal complaint. You are encouraged to raise the matter through Riverside’s Grievance Procedure if you feel that means of dealing with this have not or will not work. You should act promptly - do not wait until working conditions reach an intolerable level or your personal well-being is put in jeopardy.

If, after investigation, you are proven to have discriminated against any other worker on any of the unlawful grounds, you will be subject to disciplinary action and in serious cases such behaviour may constitute gross misconduct and, as such, may result in summary dismissal.

Riverside will regularly monitor the effectiveness of this policy to ensure it is achieving the objectives stated above, by monitoring the composition of job applicants and the benefits and career progression of its workers.

Riverside is committed to providing relevant training for all staff on their responsibilities and duties under this policy.

# STANDARDS

## SERVICE

**Mission Statement** - Riverside aims to provide the highest level of service to all those using or working in the building. We recognise that all departments and employees have a vital role to play in presenting a professional and caring image in order to guarantee that customers, visiting companies, patrons and other users of the building are completely happy with their experience of Riverside as an environment. Every member of staff will deliver this through commitment to and delivery of the Service Policy.

All comments from patrons, customers and visiting companies should be noted and passed on to your Line Manager so that matters can be addressed immediately. If a customer has any specific comments/complaints that they feel require further action, they can email the Senior Management team. This will be followed up and their remarks will be acted upon as appropriate. The Duty Managers coordinate all aspects of the Service Policy, a copy of which will be provided at your induction or can be shared with you at any time.

## CORE SERVICE PRINCIPLES

**Professionalism** - Being conscious of portraying the best possible image of Riverside and wanting to convey this fully in all dealings with colleagues, patrons and visiting companies.

**High Expectations** - Being fully aware of the standard of professional service expected by all those using the building, especially patrons and visiting companies, meeting and where possible exceeding expectations of courtesy, helpfulness and knowledge of the building's activities.

**Consistency** - Ensuring that every Riverside employee works to the same high standards and expects the same in colleagues.

**Turnaround** - Ensuring that all complaints are dealt with quickly, effectively and according to the policy, so that a negative situation can be turned into a positive relationship with Riverside.

**Training** - All staff will receive comprehensive service training as part of their induction as well as on an ongoing basis to ensure that everyone at Riverside works to the same standard.

**Commercial Awareness** - In a fiercely competitive field all personnel must be aware that good service = increased revenue for Riverside, which in turn enables us to do better and better work and secure the building's future and reputation as one of the most distinctive venues in London.

## HYGIENE

Riverside sets high standards of hygiene and cleanliness in order to make conditions safe and pleasant for customers and staff. The responsibility for maintaining these high standards is shared by all staff and extends to both personal hygiene and the maintenance of working areas.

## DRESS CODE

All staff should dress in a fashion that is smart casual. Duty Managers should ensure, as they are in a direct customer-facing role, that they are dressed appropriately. All staff will be issued with a



relevant departmental uniform to wear, combined with dark smart trousers/skirt and shoes as preferred. Overall the following are not acceptable:

- Pale or faded/distressed jeans
- White, trashed or Converse trainers
- T-shirts with large logos/large commercial branding
- Overly revealing tops, including those showing midriff
- Sports clothes
- Flip-flops or sandals where the shoe can easily fall off

Technicians should wear blacks when on show duty.

Staff serving customers or preparing food in any of the food and beverage outlets, or those for whom having long hair poses a safety risk to themselves or others, are required to ensure that any long hair is neatly tied back, away from the face, such that it doesn't need adjustment in the course of fulfilling any duties.

Non-compliance with the Dress Code may result in disciplinary action on the grounds of misconduct and may result in a written warning.

### **STAFF T-SHIRTS/TOPS**

All shirts, T-shirts and sweaters supplied by Riverside remain the property of Riverside. You will be asked to sign for any clothing supplied, and items which are not returned will be charged for.

## **REGULATIONS**

Working for Riverside puts you in a position of trust and responsibility in what is one of the most important Off-West End venues in London. You should ensure that your conduct does not limit your effectiveness or damage Riverside's reputation.

Riverside's property, goods and cash must be used and maintained properly according to established procedures and regulations.

## **HEALTH AND SAFETY**

All staff have a legal obligation at work to take reasonable care for the health and safety of themselves, their colleagues and customers/clients.

You must comply with Riverside's regulations on health and safety and report all accidents and dangerous occurrences. Copies of Riverside's Health and Safety Policy will be made available to you and will be available on request. You should familiarise yourself with this document.

If you become aware of anything which might compromise health and safety in any way you should report it to a member of the management team immediately. All staff must cooperate with the policy and any associated instruction so far as is necessary to ensure that a safe working environment is maintained.

## **EMERGENCY PROCEDURES**

During your training you will be shown how to safely evacuate the building.

## **FIRE**

Fire prevention is the direct concern of all staff. During your training you will be taught about Riverside's Fire Regulations and you have a responsibility to ensure that you fully understand and follow these regulations. You must know where all the fire exits are, the assembly points and how to use fire extinguishers safely.

A member of staff who breaches the Fire Safety Regulations may be summarily dismissed.

## **PROTECTIVE CLOTHING**

You must wear any protective clothing provided and follow instructions regarding its use.

## **PERSONAL ACCIDENT**

Riverside has a Personal Accident Insurance Policy which provides cover for accidental death or injury to staff.

You must report any incident, no matter how small, as Riverside has a responsibility to act on all incidents. Please see a member of the management team for access to the online incident reporting.

## **FIRST AID**

A list of current first aiders is held at the Operations Office. First Aid Boxes can be found in the following locations:

- Reception
- Bar & Kitchen
- Staff Room/Welfare Area
- Cinema Foyer
- Studio 3 Control
- Riverside Office

## **SMOKING**

We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all workers, service users, customers and visitors from exposure to smoke.

Riverside is a non-smoking venue in accordance with the Health Act 2006 and associated regulations apart from designated areas outside the building where smoking is only permitted out of Riverside Uniform. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes. Staff found smoking will face disciplinary action on the grounds of gross misconduct and may face instant dismissal. Smoking in smoke-free premises is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

## **STAFF WELFARE AREA**

There is a dedicated staff welfare area for staff to eat, drink and spend time in on their breaks. This area is equipped with a kitchen for staff and crew use.

It is the responsibility of all staff to keep the staff welfare area and kitchen clean and tidy. Failure to do so may result in a ban from using these spaces. At certain times the area will be booked out for specific company use so be aware when planning your break.

## **FOOD AND DRINK**

There will be a discount provided at all food and drink outlets within the building as well as access to the staff welfare area as per above. No staff member is entitled to free food or drink from the public facing outlets, other than what may be specifically noted in your staff contract. Additional rules apply to Bar & Kitchen staff, particularly in regard to the handling of food and drink. Please consult the Bar & Kitchen Handbook for more information or talk to your Line Manager.

## **SPECIAL REQUIREMENTS FOR FOOD HANDLERS**

All members of staff working as food handlers or in food handling areas will be given access to food hygiene training, and there will be specific requirements as to personal hygiene and appropriate conduct within those departments.

## **ALCOHOL/DRUGS POLICY**

Consumption of alcohol, excess pharmaceutical or recreational drugs interferes with health and safety, attendance and work performance, and it puts the safety of others at risk. Consumption of alcohol, excess pharmaceutical or recreational drugs whilst an employee is on duty constitutes a gross breach of the employee's terms and conditions of employment. Any employee considered to be intoxicated whilst on duty, or who is found to have taken or been in possession of drugs, will face disciplinary action on the grounds of gross misconduct and may be summarily dismissed.

Riverside reserves the right, if it suspects that there has been a breach of this policy, or the employee's work or conduct has been impaired through alcohol or drug abuse, to require you to undergo a medical examination to determine the cause of the problem. Refusal to undergo such a medical examination may result in that employee facing disciplinary action on the grounds of gross misconduct and they may be summarily dismissed.

## **GENERAL CONDUCT**

You should always ensure that when you come off duty it is clear to other staff you have finished work and, more importantly to the public, visiting companies and tenants. This means that once off duty you should not be carrying sets of building keys (unless a key holder) or any other distinguishing items or clothing (such as a walkie-talkie). Similarly, you should not enter any backstage area or offices unless accompanied by an on-duty member of staff. Please remember the Bar is an important part of Riverside's commercial operation and you should conduct yourself appropriately when drinking or socialising off duty. Riverside reserves the right to ban employees from drinking alcohol on the premises, or in certain cases to exclude people from the building entirely. Any member of staff who fails to observe these regulations will face serious disciplinary action.

Due to the nature of the building and the organisations that operate within it, there will often be famous people in and around Riverside. It is not appropriate to ask for a photo or talk to them when on shift unless it is specifically part of your role. It is especially important not to post any photos or information on social media about celebrities in the building, or any photos from the back of house areas. Any breach will be regarded as gross misconduct.

## **PERSONAL PROPERTY**

You are individually responsible for the safekeeping of your personal property. Riverside cannot accept responsibility for the loss, theft of or damage to any personal property.

Riverside reserves the right to inspect vehicles parked on the premises and personal belongings.

## **LOST PROPERTY**

All staff must hand in any lost property found on Riverside's premises. Lost property must be recorded and any valuable items locked in the safe.

## **TRANSPORT AND EXPENSES**

Upon production of satisfactory receipts, employees will be reimbursed for all expenses directly incurred on Riverside business provided they are incurred with the authorisation of their Line Manager and submitted within 28 days of being incurred. Any attempt to claim expenses fraudulently or otherwise in breach of this policy may result in disciplinary action. Claims for

authorised expenses submitted in accordance with this policy will be paid directly into your bank/building society account via payroll.

In carrying out the employer's business, where it is not reasonably practicable to use public transport or taxis, the employee's own vehicle may be used with the authorisation of the appropriate Line Manager. Payment for taxis will be made on return of receipts within 28 days of being incurred to your Line Manager, whichever is appropriate.

These provisions do not apply to normal journeys between members of staff's homes and Riverside premises, except where a member of staff is detained for work beyond the time when normal public transport ceases. In that event the employer will pay for transport to or from the member of staff's usual place of residence in accordance with the conditions above.

## **HANDLING MONEY**

If your job involves handling money for Riverside you must ensure the following:

- any doubts or concerns you have about till procedure etc. are reported to your Line Manager;
- that your till is not opened or money removed from the safe for any reason other than a normal transaction/banking procedure;
- immediately report any incorrect charging of a customer to a member of Management.

## **COMPLIMENTARY TICKETS**

Complimentary tickets and ticket refunds are issued entirely at the discretion of the Senior Management team in conjunction with the Box Office Manager. Please consider that complimentary tickets are sometimes very limited and should be for personal use only.

## PENSIONS

Riverside's pension provider is The People's Pension. It is a flexible and portable workplace pension, designed for people, not profit. With no shareholders, any surpluses are used for the benefit of the members.

To help people save more for their retirement, all employers are now required by law to provide a workplace pension scheme for certain staff and pay money into it.

You will therefore be enrolled into our pension scheme if you meet all of the following criteria, or according to any updates made by the Department for Work and Pensions.

- You earn over £192 per week (or £833 per month)
- You are aged 22 or over and
- You are under state pension age

You can opt out of the pension scheme if you want to, but if you stay in you will have your own personal pension when you retire. Your pension will belong to you, even if you leave Riverside in the future.

Both yourself and Riverside Studios will pay contributions into it every pay period, and the Government will also contribute through tax relief. Please see the table below for current and future employee and employer contribution:

Date Effective	Employer minimum contribution	Employee minimum contribution	Total minimum contribution
6 April 2019 onwards	3%	5%	8%

For any further information please visit: <https://thepeoplespension.co.uk/>

## **INTERNET, EMAIL, MONITORING AND DATA PROTECTION**

This constitutes the Protocol on the use by any individual of the Internet, Intranet and email controlled and/or owned by Riverside. If you are an employee of Riverside the Protocol does not form part of your contract of employment and shall not give rise to any legal obligation on the part of Riverside. However, you should note that non-adherence to this Protocol may lead to disciplinary action.

Riverside provides anyone given computer access to Riverside's computer systems ("Users") with Internet access and any form of electronic communications service, including email and short message services (SMS), but excluding voice only telephone services ("Internet Access") at its expense as appropriate for the performance and fulfilment of Users' responsibilities to Riverside.

The ability to have Internet Access provides an important enhancement to Riverside's research capability and, used appropriately, will improve the services we can provide to beneficiaries of Riverside's activities. There is, however, the possibility that Internet Access may be abused.

This Protocol sets out the rules to be observed when using Internet Access to browse, download, store, transmit, communicate and otherwise use in any way ("Use") electronic resources including websites, electronic mail, and their content ("Content").

### **BUSINESS PURPOSE**

Users must understand that Internet Access is for the purpose of increasing productivity and not for non-business activities.

Any connection to the Internet offers an opportunity for non-authorized Users to view or access corporate information. Therefore, it is important that all connections be secure, controlled and monitored. Email is inherently insecure and emails containing information confidential to the recipient should only be sent to them with their consent. Emails containing information confidential to Riverside should only be sent with the approval of Riverside's Executive Director.

Internet Access is primarily for business use. Subject to the warnings given in this Protocol in relation to privacy, occasional and reasonable personal use is permitted, provided that this does not interfere with the performance of work duties and responsibilities and complies in all other respects with this Protocol.

Users may use the Internet Access for personal improvement, outside scheduled hours of work, provided that such use is consistent with professional conduct and is not for personal financial gain. If you are unsure whether a contemplated use or action is permitted under the terms of the protocol you should contact your Line Manager for advice.

### **RIVERSIDE'S ACCESS**

Users should have no expectation of privacy while using Riverside's computer equipment for Internet Access. Information passing through or stored on Riverside's equipment including email and Internet browsing results and data can and will be monitored, accessed, reviewed, copied, modified or deleted (collectively, "Controlled") as Riverside considers necessary in the circumstances of each case having regard to Riverside's legal obligations. Monitoring will take place within the scope of all communications, incoming and outgoing on Riverside's equipment.

## **MONITORING POLICY**

Internet Access should never be used for anything you wish to remain as private between you and a third party. That privacy is unlikely to be achieved and therefore in relation to private communications you should not use Riverside's systems.

All Users must treat communications and other information stored on Riverside's computer system as confidential.

## **CONFIDENTIAL INFORMATION**

Caution must be exercised when transmitting any confidential information, including such information relating to beneficiaries, in electronic form. The effort required to transmit information electronically is much smaller than when using traditional technologies and the scope for inadvertent disclosure to a third party is greater. Confidential information must never be transmitted or forwarded to third parties not authorised to receive it. Confidential information should not be sent to employees of or others within Riverside unless they need to know that information.

Care must be taken in addressing email messages and when using distribution lists. Do not copy emails unless you are sure you will not be making an unauthorised disclosure of someone's email address. You should not distribute anyone's email address, including as part of a group email, without their express consent.

Remember that the Internet is an inherently insecure medium. Take appropriate precautions or use alternative communication means. Your email address will be disclosed when you visit a website and this in itself may be sensitive information. Even when a message or other material is deleted, it may still be possible to retrieve it.

## **USE OF THE COMPUTER SYSTEM**

The IT systems, services and resources provided by Riverside are the property of Riverside and may only be used for authorised business of Riverside. The information created by, distributed with or stored on Riverside's property is also the property of Riverside.

This Protocol identifies some of the actions that Riverside considers to be abuse and which are therefore strictly prohibited. In addition to the other requirements of this protocol you may only use Riverside's systems, services and resources in a manner that is consistent with their defined purposes.

## **PROHIBITED USE**

The examples identified in the following paragraphs are non-exhaustive and are provided in part for guidance purposes. You are expressly forbidden to:

- use the Internet to access, view, download or save to any of Riverside's systems, services or resources any material that is or, you have any reason to believe, may be unlawful, obscene, discriminatory, threatening or may promote violent behaviour, or is abusive, libellous, or hateful, or that encourages conduct that may constitute a criminal offence, give rise to civil liability or otherwise violate the law;
- download programmes or other executable files without authorisation from your Line Manager;
- use the Internet Access in any way for personal financial gain;



- do anything that infringes any other person's intellectual property rights. Remember, the majority of material on the Internet is protected by copyright.

You should not send emails containing any of the following:

- jokes or office gossip;
- personal observations on colleagues (other than those required in the course of any HR process);
- onward transmission of something you have forwarded, which could cause difficulties and/or offence if disclosed or is related to something which is unlawful;
- any actual or potentially unwanted or unwelcome request/message whether repeated or not which can constitute a form of bullying or harassment (already covered in Riverside's Harassment at Work Policy).

## **USER AUTHENTICATION AND SECURITY**

You must not attempt to circumvent user authentication or security of any host network or account. This includes, but is not limited to, accessing data and/or logging onto a server or using an account, which you are not authorised to access/use.

Breach of this rule is a disciplinary offence and is likely to constitute a criminal offence. You must not disclose any password given to you by Riverside relating directly to the Riverside computer system or any other activity controlled by Riverside, to any other person.

## **EXPENDITURE, SUBSCRIPTIONS AND PURCHASES**

Only Senior Management are authorised to charge matters to Riverside's bank accounts. No employee or User, outside of those authorised within the Finance Department may enter Riverside's banking details into any website. If you require any goods or services which can only be purchased over the Internet you should seek the advice of the Finance Manager. If in doubt as to the procedure to follow you should consult your Line Manager.

## **USE OF PERIPHERAL EQUIPMENT**

Data storage equipment, including but not limited to USB drives, compact discs and data cartridges, must not be attached to the Riverside computer system until they have been virus checked.

## **RESPONSIBILITIES**

Users are responsible for:

- honouring acceptable use policies of networks accessed through Riverside's Internet;
- abiding by existing UK regulations and laws;
- complying with copyright laws regarding protected commercial software or intellectual property rights;
- minimizing unnecessary network traffic that may interfere with the ability of others to make effective use of the network resources;
- ensuring your electronic communications are courteous, professional and business-like;
- informing your Line Manager of any material received which is sexually explicit or offensive.

# **SOCIAL MEDIA POLICY**

## **ABOUT THIS POLICY**

This policy is in place to minimise the risks to Riverside's business through use of social media.

This policy deals with the use of all forms of social media including Facebook, LinkedIn, Twitter, Google+, Wikipedia, Whisper, Instagram, Tumblr and all other social networking sites, internet postings and blogs. It applies to use of social media for business purposes as well as personal use that may affect our business in any way.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

## **PERSONAL USE OF SOCIAL MEDIA**

Occasional personal use of social media during working hours is permitted so long as it does not involve unprofessional or inappropriate content, does not interfere with your employment responsibilities or productivity and complies with this policy.

## **PROHIBITED USE**

You must avoid making any social media communications that could damage Riverside's business interests or reputation, even indirectly.

You must not use social media to defame or disparage Riverside, its staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.

You must not express opinions on Riverside's behalf via social media, unless expressly authorised to do so by your Line Manager. You may be required to undergo training in order to obtain such authorisation.

You must not post comments about sensitive business-related topics, such as Riverside's performance, or do anything to jeopardise its trade secrets, confidential information and intellectual property. You must not include Riverside's logos or other trademarks in any social media posting or in your profile on any social media.

Any misuse of social media should be reported to your Line Manager.

## **GUIDELINES FOR RESPONSIBLE USE OF SOCIAL MEDIA**

You should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal e-mail address.

Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

If you disclose your affiliation with Riverside on your profile or in any social media postings, you must state that your views do not represent those of Riverside (unless you have been authorised to

speak on its behalf). You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.

If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your Line Manager.

If you see social media content that disparages or reflects poorly on Riverside, you should contact your Line Manager.

### **BREACH OF THIS POLICY**

Breach of this policy may result in disciplinary action up to and including dismissal.

You may be required to remove any social media content that Riverside considers to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

## **TELEPHONE POLICY**

This constitutes the policy for the staff of Riverside's use of the Riverside telephones but does not form part of your contract of employment and shall not give rise to any legal obligation on the part of Riverside. However, you should note that non-adherence to this policy may lead to disciplinary action. The telephone system is an essential part of Riverside's business and its use is intended to promote effective communication, both within and outside Riverside, on matters relating to its business. Telephone lines should, therefore, be left open for business calls and personal calls, either incoming or outgoing, should be avoided during office hours or made during break periods. Personal calls must not take precedence over business calls.

### **PERMITTED USE**

Riverside does, however, recognise that difficulties can arise if routine personal matters such as the making of appointments with doctors or tradespeople cannot be dealt with in office hours and it therefore allows staff to use the telephones for brief, private calls provided that this does not interfere with the performance of work duties and responsibilities.

The making of personal long-distance telephone calls from Riverside telephones is prohibited at all times unless prior authorisation has been obtained from your Line Manager. Staff who violate this rule will be asked to repay Riverside for any unauthorised long-distance charges incurred and may face further disciplinary action.

### **RIVERSIDE'S RIGHTS**

Staff are reminded that Riverside maintains the right from time to time to monitor and/or record the use of Riverside telephone system for business purposes. Such monitoring shall be carried out in accordance with Riverside Monitoring Policy. Misuse of telephones will result in disciplinary procedures.

# **DATA PROTECTION POLICY FOR EMPLOYEES, WORKERS AND CONTRACTORS**

Riverside is committed to protecting the privacy and security of your personal information.

The policy attached to this Handbook describes how we collect and use personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulation (GDPR).

It applies to all employees, workers and contractors.

## **WHAT IS THE PURPOSE OF THIS NOTICE?**

Riverside is a "data controller". This means that we are responsible for deciding how we hold and use personal information about you. We are required under data protection legislation to notify you of the information contained in this privacy notice.

This notice applies to current and former employees, workers and contractors. This notice does not form part of any contract of employment or other contract to provide services. We may update this notice at any time but if we do so, we will provide you with an updated copy of this notice as soon as reasonably practical.

It is important that you read and retain this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information and what your rights are under the data protection legislation.

## **DATA PROTECTION PRINCIPLES**

We will comply with data protection law. This says that the personal information we hold about you must be:

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
- Relevant to the purposes we have told you about and limited only to those purposes.
- Accurate and kept up to date.
- Kept only as long as necessary for the purposes we have told you about.
- Kept securely.

## **THE KIND OF INFORMATION WE HOLD ABOUT YOU**

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

There are certain types of more sensitive personal data which require a higher level of protection, such as information about a person's health or sexual orientation. Information about criminal convictions also warrants this higher level of protection.

We will collect, store, and use the following categories of personal information about you:

- (a) Personal contact details such as name, title, addresses, telephone numbers, and personal email addresses.
- (b) Date of birth.
- (c) Gender.
- (d) Marital status and dependants.
- (e) Next of kin and emergency contact information.
- (f) National Insurance number.
- (g) Bank account details, payroll records and tax status information.
- (h) Salary, annual leave, pension and benefits information.
- (i) Start date and, if different, the date of your continuous employment.
- (j) Leaving date and your reason for leaving.
- (k) Location of employment or workplace.
- (l) Copy of driving licence.
- (m) Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process).
- (n) Employment records (including job titles, work history, working hours, holidays, training records and professional memberships).
- (o) Compensation history.
- (p) Performance information.
- (q) Disciplinary and grievance information.
- (r) CCTV footage and other information obtained through electronic means such as swipe card records.
- (s) Information about your use of our information and communications systems.
- (t) Photographs.
- (u) Results of HMRC employment status check, details of your interest in and connection with the intermediary through which your services are supplied.

We may also collect, store and use the following more sensitive types of personal information:

- (a) Information about your race or ethnicity, religious beliefs, sexual orientation and political opinions.
- (b) Trade union membership.
- (c) Information about your health, including any medical condition, health and sickness records, including:
  - (i) where you leave employment the reason for leaving is determined to be ill-health, injury or disability, the records relating to that decision;
  - (ii) details of any absences (other than holidays) from work including time on statutory parental leave and sick leave; and
  - (iii) where you leave employment and the reason for leaving is related to your health, information about that condition needed for pensions and permanent health insurance purposes.
- (d) Genetic information and biometric data.
- (e) Information about criminal convictions and offences.

## **HOW IS YOUR PERSONAL INFORMATION COLLECTED?**

We collect personal information about employees, workers and contactors through the application and recruitment process, either directly from candidates or sometimes from an employment agency or background check provider. We may sometimes collect additional information from third parties including former employers, credit reference agencies or other background check agencies.

We will collect additional personal information in the course of job-related activities throughout the period of you working for us.

## **HOW WE WILL USE INFORMATION ABOUT YOU**

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

- Where we need to perform the contract we have entered into with you.
- Where we need to comply with a legal obligation.
- Where it is necessary for legitimate interests pursued by us or a third party and your interests and fundamental rights do not override those interests.

We may also use your personal information in the following situations, which are likely to be rare:

- Where we need to protect your interests (or someone else's interests).
- Where it is needed in the public interest.

## **SITUATIONS IN WHICH WE WILL USE YOUR PERSONAL INFORMATION**

We need all the categories of information in the list above primarily to allow us to perform our contract with you and to enable us to comply with legal obligations. In some cases we may use your personal information to pursue legitimate interests, provided your interests and fundamental rights do not override those interests. The situations in which we will process your personal information are listed below:

- (a) Making a decision about your recruitment or appointment.
- (b) Determining the terms on which you work for us.
- (c) Checking you are legally entitled to work in the UK.
- (d) Paying you and, if you are an employee or deemed employee for tax purposes, deducting tax and National Insurance contributions (NICs).
- (e) Providing relevant benefits to you.
- (f) Enrolling you in a pension arrangement in accordance with our statutory automatic enrolment duties.
- (g) Liaising with the trustees or managers of a pension arrangement operated by your pension provider and any other provider of employee benefits.
- (h) Administering the contract we have entered into with you.
- (i) Business management and planning, including accounting and auditing.
- (j) Conducting performance reviews, managing performance and determining performance requirements.
- (k) Making decisions about salary reviews and compensation.
- (l) Assessing qualifications for a particular job or task, including decisions about promotions.
- (m) Gathering evidence for possible grievance or disciplinary hearings.
- (n) Making decisions about your continued employment or engagement.
- (o) Making arrangements for the termination of our working relationship.
- (p) Education, training and development requirements.
- (q) Dealing with legal disputes involving you, or other employees, workers and contractors, including accidents at work.
- (r) Ascertaining your fitness to work.
- (s) Managing sickness absence.
- (t) Complying with health and safety obligations.

- (u) To prevent fraud.
- (v) To monitor your use of our information and communication systems to ensure compliance with our IT policies.
- (w) To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.
- (x) To conduct data analytics studies to review and better understand employee retention and attrition rates.
- (y) Equal opportunities monitoring.

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

## **IF YOU FAIL TO PROVIDE PERSONAL INFORMATION**

If you fail to provide certain information when requested, we may not be able to perform the contract we have entered into with you (such as paying you or providing a benefit), or we may be prevented from complying with our legal obligations (such as to ensure the health and safety of our workers).

## **CHANGE OF PURPOSE**

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

## **HOW WE USE PARTICULARLY SENSITIVE PERSONAL INFORMATION**

"Special categories" of particularly sensitive personal information, such as information about your health, racial or ethnic origin, sexual orientation or trade union membership, require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal information. We have in place an appropriate policy document and safeguards which we are required by law to maintain when processing such data.

We may process special categories of personal information in the following circumstances:

- In limited circumstances, with your explicit written consent.
- Where we need to carry out our legal obligations or exercise rights in connection with employment.
- Where it is needed in the public interest, such as for equal opportunities monitoring or in relation to our occupational pension scheme.

Less commonly, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.



## **SITUATIONS IN WHICH WE WILL USE YOUR SENSITIVE PERSONAL INFORMATION**

In general, we will not process particularly sensitive personal information about you unless it is necessary for performing or exercising obligations or rights in connection with employment. On rare occasions, there may be other reasons for processing, such as it is in the public interest to do so. The situations in which we will process your particularly sensitive personal information are listed below:

- We will use information about your physical or mental health, or disability status, to ensure your health and safety in the workplace and to assess your fitness to work, to provide appropriate workplace adjustments, to monitor and manage sickness absence and to administer benefits including statutory maternity pay, statutory sick pay, pensions and permanent health insurance.
- If you apply for an ill-health pension under a pension arrangement, we will use information about your physical or mental health in reaching a decision about your entitlement.
- We will use information about your race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation, to ensure meaningful equal opportunity monitoring and reporting.
- We will use trade union membership information to pay trade union premiums, register the status of a protected employee and to comply with employment law obligations.

## **DO WE NEED YOUR CONSENT?**

We do not need your consent if we use special categories of your personal information in accordance with our written policy to carry out our legal obligations or exercise specific rights in the field of employment law. In limited circumstances, we may approach you for your written consent to allow us to process certain particularly sensitive data. If we do so, we will provide you with full details of the information that we would like and the reason we need it, so that you can carefully consider whether you wish to consent. You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

## **INFORMATION ABOUT CRIMINAL CONVICTIONS**

We may only use information relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with our privacy standard.

We envisage that we will hold information about criminal convictions.

We will only collect information about criminal convictions if it is appropriate given the nature of the role and where we are legally able to do so. Where appropriate, we will collect information about criminal convictions as part of the recruitment process or we may be notified of such information directly by you in the course of you working for us.

## **AUTOMATED DECISION-MAKING**

Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention. We are allowed to use automated decision-making in the following circumstances:

- Where we have notified you of the decision and given you 21 days to request a reconsideration.

- Where it is necessary to perform the contract with you and appropriate measures are in place to safeguard your rights.
- In limited circumstances, with your explicit written consent and where appropriate measures are in place to safeguard your rights.

If we make an automated decision on the basis of any particularly sensitive personal information, we must have either your explicit written consent or it must be justified in the public interest, and we must also put in place appropriate measures to safeguard your rights.

You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making, unless we have a lawful basis for doing so and we have notified you.

## **DATA SHARING**

We may have to share your data with third parties, including third-party service providers and other entities in the group.

We require third parties to respect the security of your data and to treat it in accordance with the law.

We may transfer your personal information outside the EU.

If we do, you can expect a similar degree of protection in respect of your personal information.

## **WHY MIGHT YOU SHARE MY PERSONAL INFORMATION WITH THIRD PARTIES?**

We will share your personal information with third parties where required by law, where it is necessary to administer the working relationship with you or where we have another legitimate interest in doing so.

## **WHICH THIRD-PARTY SERVICE PROVIDERS PROCESS MY PERSONAL INFORMATION?**

"Third parties" includes third-party service providers (including contractors and designated agents) and other entities within our group.

## **HOW SECURE IS MY INFORMATION WITH THIRD-PARTY SERVICE PROVIDERS AND OTHER ENTITIES IN OUR GROUP?**

All our third-party service providers and other entities are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

## **WHEN MIGHT YOU SHARE MY PERSONAL INFORMATION WITH OTHER THIRD PARTIES?**

We may share your personal information with other third parties, for example in the context of the possible sale or restructuring of the business. In this situation we will, so far as possible, share anonymised data with the other parties before the transaction completes. Once the transaction is completed, we will share your personal data with the other parties if and to the extent required under the terms of the transaction.

We may also need to share your personal information with a regulator or to otherwise comply with the law. This may include making returns to HMRC and disclosures to shareholders such as directors' remuneration reporting requirements.

## **DATA SECURITY**

Riverside Studios uses Microsoft Data Loss Prevention (DLP) and file versioning to protect its data as it's a compliance feature designed to help prevent the unintentional or accidental exposure of sensitive information to unwanted parties. DLP and File Versioning is now turned on by default when creating a new document in OneDrive/SharePoint, and it will automatically save the last 500 versions of a document. This will help prevent losing important documents or data.

## **DATA RETENTION**

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you. Once you are no longer an employee, worker or contractor of the company we will retain and securely destroy your personal information in accordance with applicable laws and regulations.

## **RIGHTS OF ACCESS, CORRECTION, ERASURE, AND RESTRICTION**

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your working relationship with us.

Under certain circumstances, by law you have the right to:

Request access to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.

Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.

Request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).

Object to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.

Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.

Request the transfer of your personal information to another party.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact your Line Manager in writing.

### **NO FEE USUALLY REQUIRED**

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

### **WHAT WE MAY NEED FROM YOU**

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

### **RIGHT TO WITHDRAW CONSENT**

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact your Line Manager. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

### **CHANGES TO THIS PRIVACY NOTICE**

We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

# **MATERNITY LEAVE**

## **INTRODUCTION**

This Maternity Policy sets out the rights and responsibilities of employees who are pregnant or have recently given birth.

The policy applies to all employees. This policy does not apply to agency workers, consultants or self-employed contractors.

This policy is for guidance only and does not form part of your contract of employment. Riverside may alter the terms of this policy from time to time and details of any alterations or additions will be notified to you. You and your spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year. You will need to give us at least eight weeks' notice to opt into SPL, and you must remain on maternity leave until at least two weeks after birth. For information about SPL, see our Shared Parental Leave (Birth) Policy.

In this policy references to EWC are to your "Expected Week of Childbirth", that is, the week, starting on a Sunday, in which your doctor or midwife expects you to give birth.

## **NOTIFICATION**

No later than the end of the fifteenth week before your EWC or, if that is not possible, as soon as is reasonably possible afterwards, you must notify Riverside in writing of:

- the fact that you are pregnant;
- your EWC; and
- the date on which you would like your maternity leave to start (your "Intended Start Date"). Your Intended Start Date can be any time from the beginning of the 11<sup>th</sup> week before your EWC.
- You must provide a maternity certificate (form MAT B1) from your doctor or midwife confirming your EWC.

## **TIME OFF FOR ANTENATAL CARE**

If you are pregnant you may take a reasonable amount of paid time off work for antenatal care including any relaxation or parentcraft classes that your doctor, midwife or health visitor has advised you to attend.

You should inform Riverside as soon as possible of the time and date of any appointment and, except for the first appointment, provide proof of the appointment if asked to do so.

## **SICKNESS ABSENCE**

Periods of pregnancy-related sickness absence will be paid in the same manner as any other sickness absence, as set out in the Riverside's Sickness Absence Policy. However, periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness absence and will be disregarded in any future employment-related decisions.

If you are absent for a pregnancy-related reason during the four weeks immediately before your EWC, your maternity leave will start automatically as set out in paragraph 7 below.

## **HEALTH AND SAFETY**

Riverside has a general duty to take care of your health and safety. Where appropriate, we will carry out a risk assessment of your working environment once you inform us of your pregnancy and, if you return to work within six months of giving birth or are still breastfeeding, on your return to work following maternity leave.

You will be provided with information as to any risks identified in the risk assessment and any preventative and protective measures that have been or will be taken. If it is considered that you would be exposed to health hazards in carrying out your normal work, steps necessary to avoid those risks will be taken for as long as they are necessary, for example, your hours of work may be changed, you may be offered suitable alternative work on terms and conditions that are the same or not substantially less favourable, or you may be suspended from your duties on full pay unless you have unreasonably refused suitable alternative work.

## **LENGTH OF MATERNITY LEAVE**

All pregnant employees are entitled 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.

## **STARTING MATERNITY LEAVE**

Your maternity leave can start at any time from the beginning of the 11<sup>th</sup> week before your EWC. You must notify Riverside of your Intended Start Date as set out above. If you give birth before your Intended Start Date or are absent for a pregnancy-related reason during the four weeks immediately prior to your EWC, you must inform Riverside as soon as is reasonably practicable and Riverside of the date on which you gave birth or on which your sickness due wholly or partly to pregnancy began.

Your maternity leave will start on the earliest of:

- your Intended Start Date;
- the day after any day on which you are absent for a pregnancy-related reason during the four weeks before the EWC; or
- the day after you give birth.

You may change your Intended Start Date by informing Riverside in writing at least 28 days before the original start date or the new date, whichever is the earlier, or, if that is not reasonably practicable, as soon as is reasonably practicable.

## **MATERNITY PAY**

Statutory maternity pay ("SMP") is payable for up to 39 weeks. SMP will stop being payable if you return to work sooner (except where you are attending work as part of a keeping in touch day). You are entitled to SMP if:

- you have been continuously employed for at least 26 weeks at the end of the fifteenth week before your EWC (your "Qualifying Week") and are still employed by Riverside during that week;
- your average weekly earnings during the eight weeks ending with the Qualifying Week (the "Relevant Period") are not less than the lower earnings limit set by the government;

- you have provided Riverside with a doctor's or midwife's certificate (MATB1 Form) stating your EWC;
- you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
- you are still pregnant 11 weeks before the start of the EWC or have already given birth.

SMP is calculated as follows:

- first six weeks: SMP is paid at the Earnings-Related Rate of 90% of your average weekly earnings calculated over the Relevant Period;
  - remaining 33 weeks: SMP is paid at the Prescribed Rate which is set by the government for the relevant tax year, or the Earnings-Related Rate if this is lower.
- SMP payments will be made on the normal pay date through payroll. Income tax, national insurance and pension contributions will be deducted as appropriate.

If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. Riverside 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 Earnings-Related Rate (if any) will also be increased as necessary.

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.

## **TERMS AND CONDITIONS DURING MATERNITY LEAVE**

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 any sums payable by way of wages or salary). Holiday entitlement will continue to accrue during maternity leave. If your maternity leave will continue into the next holiday year, any holiday entitlement that is not taken before starting your maternity leave can be carried over and must be within three months of returning to work unless your Line Manager agrees otherwise. Please discuss your holiday plans with your Line Manager in good time before starting your maternity leave. All holiday dates are subject to approval by your Line Manager.

If you are a member of the pension scheme, we shall make employer pension contributions during OML and any period of paid AML, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any maternity pay you are receiving, unless you inform the Human Resources Department that you wish to make up any shortfall.

## **KEEPING IN TOUCH (KIT)**

Shortly before your maternity leave starts Riverside will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact during your leave. Riverside may make reasonable contact with you from time to time during your maternity leave.

Under current legislation employees on maternity leave may work (including attending training) for up to 10 days during maternity leave without bringing your maternity leave or SMP to an end. The arrangements, including in relation to pay, would be set by agreement between you and Riverside.

You are not obliged to undertake and Riverside is not obliged to offer any such work during maternity leave. In any case, you must not work in the two weeks following birth.

Shortly before you are due to return to work, Riverside 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.

## **NOTIFICATION OF RETURN TO WORK**

Once you have notified Riverside of your Intended Start Date, Riverside 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”).

If you change your Intended Start Date or your maternity leave starts on an earlier date than your Intended Start Date, Riverside will write to you within 28 days of the start of your maternity leave with your new Expected Return Date.

Riverside expects you to return on the Expected Return Date unless you inform us otherwise. It is helpful if you confirm during your maternity leave that you will be returning to work as expected.

If you wish to return to work earlier than your Expected Return Date, you must give Riverside eight weeks’ written notice of the date upon which you wish to return. If insufficient notice is given, your return date may be postponed until eight weeks after you give notice, or to the Expected Return Date if that is sooner.

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, giving no less than 21 days’ notice, or request paid annual leave in accordance with your contract of employment, which will be at Riverside’s discretion. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and Riverside’s usual sickness policy will apply. In any other case, late return will be treated as unauthorised absence.

## **RETURNING TO WORK**

You are not permitted to work during the two weeks immediately following childbirth.

You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment will be the same as they would have been in you had not been absent. However, if you have taken any period of AML or more than four weeks’ parental leave, and it is not reasonably practicable to allow you to return into the same position you may be given another suitable and appropriate job on terms and conditions that are not less favourable.

If you wish to change your working patterns (such as working part-time) after any period of maternity leave, you should notify Riverside in writing of your wish to do so. There is no absolute right to insist on working part-time however, Riverside will try 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.



## **DECIDING NOT TO RETURN**

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with Riverside as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract of employment. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise you may be required to return to work for the remainder of the notice period.

# PATERNITY LEAVE

## INTRODUCTION

This Paternity Policy sets out the rights and responsibilities of employees who wish to take paternity leave in respect of either the birth of a child or the placement of a child for adoption.

This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

This policy is for guidance only and does not form part of your contract of employment. Riverside may alter the terms of this policy from time to time and details of any alterations or additions will be notified to you.

In some cases you and your partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year. This applies where the Expected Week of Childbirth (EWC) starts on or after 5 April 2015, or if a child is placed with you for adoption on or after that date. This does not affect your right to take two weeks' paternity leave around the time of birth or placement. For information about SPL, see our Shared Parental Leave (Birth) and Shared Parental Leave (Adoption) Policies.

In this policy references to:

- EWC is the Expected Week of Childbirth, the week starting on a Sunday, in which the doctor or midwife expects your spouse, partner or civil partner to give birth;
- Matching Notification Date. the date on which you or your partner are notified by an adoption agency of having been matched with a child for adoption;
- Expected Placement Date, date on which an adoption agency expects that it will place a child into your care with a view to adoption.

## ELIGIBILITY

Where a couple adopts a child, subject to eligibility criteria, one person is entitled to take adoption leave and the other person is entitled to take paternity leave. In this policy, the person who opts to take adoption leave is referred to as the “adopter”. Where one person alone adopts a child, they are entitled to adoption leave.

You will be eligible to take paternity leave in relation to the birth or adoption of a child if you:

- are the biological father of the child or if you are the spouse, civil partner or partner of the child's mother or adopter (but not the child's father);
- have or expect to have responsibility for the upbringing of the child;
- have worked continuously for Riverside for at least 26 weeks by the end of the fifteenth week before the EWC or, in the case of adoption, at least 26 weeks ending with the week in which the Matching Notification Date occurs; and
- are taking the time off for the purpose of caring for the child or supporting the child's mother or adopter.

## NOTIFICATION REQUIREMENTS

If you wish to take paternity leave in relation to the birth of a child, by the end of the fifteenth week before the EWC you must inform Riverside of:

- your intention to take paternity leave;
- the EWC;
- the length of leave being taken; and
- the date on which you would like your paternity leave to start.

If the paternity leave relates to the adoption of a child, no more than seven days after the Matching Notification Date (or if that is not reasonably practicable, as soon as is reasonably practicable) you must inform Riverside in writing of:

- your intention to take paternity leave;
- the Matching Notification Date;
- the Expected Placement Date;
- the length of leave being taken; and
- the dates on which you would like your paternity leave to start.

## TAKING PATERNITY LEAVE

You can choose to take your paternity leave as one week or two consecutive weeks (but not as odd days or two separate weeks).

Your paternity leave can start on any day of the week but must be taken no earlier than the date on which the child is born or placed with you for adoption and must be completed within 56 days of the birth or placement. When notifying Riverside of the date you wish your leave to start, you can choose from either:

- the date of the child's birth or placement (whether this is earlier or later than expected); or
- a date falling on a chosen number of days or weeks after the date of the child's birth or placement (whether this is earlier or later than expected); or
- a set date which is later than the first day of the EWC or than the Expected Placement Date.

Once you have notified Riverside of the date you wish your paternity leave to start, you may change this date by informing Riverside in writing at least 28 days before the original start date or the new date, whichever is earlier, or if that is not reasonably practicable, as soon as is reasonably practicable.

Only one period of paternity leave will be available to you irrespective of whether more than one child is born as a result of the same pregnancy or, in respect of adoption, irrespective of whether more than one child is placed with you and the adopter at the same time.

You may be required to provide Riverside with a signed declaration that the purpose of your leave is to care for a child or support the child's mother or adopter and that you are entitled to take leave for those purposes.

## **TERMS AND CONDITIONS OF EMPLOYMENT DURING PATERNITY LEAVE**

During paternity leave, 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) and you will continue to be bound by the obligations in your contract of employment.

Holiday entitlement will continue to accrue during paternity leave. If your paternity leave continues into the next holiday year, any remaining holiday that is not taken before your paternity leave can be carried over to the next holiday year and must be taken within three months of returning to work unless your Line Manager agrees otherwise.

If you are a member of our pension scheme, we will make employer pension contributions during paternity leave, based on your normal salary, in accordance with the scheme rules. Any employee contributions you make will be based on the amount of any paternity pay you are receiving, unless you inform Human Resources that you wish to make up any shortfall.

### **STATUTORY PATERNITY PAY**

Statutory Paternity Pay (“SPP”) will be paid for either one or two consecutive weeks depending on what leave you have chosen to take.

SPP payments will be made on the normal pay date through payroll. Income tax, national insurance and pension contributions will be deducted as appropriate.

The rate of SPP is the same as the standard rate of Statutory Maternity Pay from time to time in force.

### **ANNUAL LEAVE**

During paternity leave, annual leave will accrue at the rate provided under your contract of employment.

### **RETURNING TO WORK**

You are entitled to return to work in the same position as you held before commencing paternity leave. Your terms of employment will be the same as they would have been if you had not been absent.

If your paternity leave has been combined with a period of additional maternity leave, additional adoption leave or a period of parental leave of more than 4 weeks, and it is not reasonably practicable to allow you to return into the same position you may be offered a suitable and appropriate alternative position.

If you wish to change your working patterns (such as working part-time) after any period of paternity leave, you should notify Riverside in writing of your wish to do so in accordance with the requirements set out in Riverside’s Flexible Working Policy. There is no absolute right to insist on working part-time, but Riverside will try 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.

Your paternity leave cannot last longer than two weeks. If you wish to take further time off to care for a child, you should either request unpaid parental leave in accordance with Riverside’s Parental

Leave Policy, giving no less than 21 days' notice, or request paid annual leave in accordance with your contract of employment, which will be at Riverside's discretion. If you are unable to return to work at the end of your paternity leave due to sickness or injury, this will be treated as sickness absence and Riverside's usual sickness policy will apply. In any other case, late return will be treated as unauthorised absence.

## **ADOPTION LEAVE**

This policy sets out the arrangements for adoption leave and pay for employees who are adopting a child through a UK adoption agency.

Arrangements for time off for adoption appointments are set out in our Time off for Adoption Appointments Policy.

In some cases you and your spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year. You will need to give us at least eight weeks' notice to opt into SPL, and one of you must take at least two weeks' adoption leave. For information about SPL, see our Shared Parental Leave (Adoption) Policy.

This policy only applies to employees and does not apply to agency workers or self-employed contractors. It does not form part of any employee's contract of employment and we may amend it at any time.

### **ENTITLEMENT TO ADOPTION LEAVE**

You are entitled to adoption leave if you meet all the following conditions:

- You are adopting a child through a UK or overseas adoption agency.
- The adoption agency has given you written notice that it has matched you with a child for adoption and tells you the date the child is expected to be placed into your care with a view to adoption (**Expected Placement Date**).
- You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
- Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (OAL) and 26 weeks' Additional Adoption Leave (AAL).

### **NOTIFICATION REQUIREMENTS**

Not more than seven days after the agency notifies you in writing that it has matched you with a child (or where that is not reasonably practicable, as soon as reasonably practicable), you must give us notice in writing of the Expected Placement Date, and your intended start date for adoption leave (**Intended Start Date**).

We will then write to you within 28 days to inform you of your expected return date assuming you take your full entitlement to adoption leave.

Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.

### **STARTING ADOPTION LEAVE**

OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.

If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new expected return date.

## **ADOPTION PAY**

Statutory adoption pay (**SAP**) is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. The first six weeks SAP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year.

You will qualify for company adoption pay if you have been continuously employed during the 12 month period ending with the Qualifying Week and have not received any company paternity pay, maternity pay, adoption pay or shared parental pay from our employment during the 12 month period ending with the Qualifying Week. This is paid at the rate of your normal basic salary during adoption leave and includes any SAP that may be due for that period

In order to receive company adoption pay you must first confirm in writing that you intend to return to work for at least six months after your adoption leave (and any shared parental leave in respect of the same child), and that you agree to repay any company adoption pay (but not SAP) if you later decide not to work this minimum period.

## **DURING ADOPTION LEAVE**

All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay.

Holiday entitlement will continue to accrue at the rate provided under your contract. If your adoption leave will continue into the next holiday year, any holiday entitlement that is not taken before starting your adoption leave can be carried over and must be taken within three months of returning to work unless your Line Manager agrees otherwise. Please discuss your holiday plans with your Line Manager in good time before starting your adoption leave. All holiday dates are subject to approval by your Line Manager.

If you are a member of the pension scheme, we shall make employer pension contributions during OAL and any further period of paid adoption leave based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any adoption pay you are receiving, unless you inform Human Resources that you wish to make up any shortfall.

## **KEEPING IN TOUCH**

We may make reasonable contact with you from time to time during your adoption leave although we will keep this to a minimum.

You may work (including attending training) on up to ten "keeping-in-touch" days during your adoption leave. This is not compulsory and must be discussed and agreed with your Line Manager.

You will be paid at your normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any adoption pay entitlement.

## **RETURNING TO WORK**

You must return to work on the expected return date unless you tell us otherwise. If you wish to return to work early, you must give us at least eight weeks' notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the expected return date if you request annual leave or parental leave, which will be at our discretion.

You are normally entitled to return to work in the position you held before starting adoption leave, on the same terms of employment. However, if you have taken AAL and it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

If you want to change your hours or other working arrangements on return from adoption leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.



# SHARED PARENTAL LEAVE (BIRTH) POLICY

## ABOUT THIS POLICY

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

This policy applies to employees. It does not apply to agency workers or self-employed contractors.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

## FREQUENTLY USED TERMS

The definitions in this paragraph apply in this policy.

- **Expected week of childbirth (EWC):** the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.
- **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).
- **Partner:** your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.
- **Qualifying Week:** the fifteenth week before the EWC.

## WHAT IS SHARED PARENTAL LEAVE?

Shared parental leave (SPL) is a form of leave that may be available if your child is expected to be born on or after 5 April 2015.

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

## ENTITLEMENT TO SPL

You are entitled to SPL in relation to the birth of a child if:

- you are the child's mother, and share the main responsibility for the care of the child with the child's father or with your partner;
- you are the child's father and share the main responsibility for the care of the child with the child's mother; or
- you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

The following conditions must also be fulfilled:

- you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;

- the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
- you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or Maternity Allowance (MA) if she is not entitled to maternity leave).

If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth [or four weeks for factory workers].

If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

### **OPTING IN TO SHARED PARENTAL LEAVE AND PAY**

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

- your name and the name of the other parent;
- if you are the child's mother, the start and end dates of your maternity leave;
- if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
- the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- how many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
- how many weeks of available ShPP will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see Paragraph 9 and Paragraph 10 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

### **ENDING YOUR MATERNITY LEAVE**

If you are the child's mother and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.

You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see above) or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.

The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:

- if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
- if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
- if the other parent has died.

Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, except in the circumstances provided above.

### **ENDING YOUR PARTNER'S MATERNITY LEAVE OR PAY**

If you are not the mother, but the mother is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:

- returned to work;
- given her employer a curtailment notice to end her maternity leave;
- given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
- given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

### **BOOKING YOUR SPL DATES**

Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.

The period of leave notice can either give the dates you want to take leave or, if the child has not been born yet, it can state the number of days after birth that you want the leave to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of birth and wish to take SPL straight afterwards.

Leave must be taken in blocks of at least one week.

If your period of leave notice gives a single continuous block of SPL you will be entitled to take the leave set out in the notice.

If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out below.

You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice.

## **PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL**

In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:

- choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
- withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case the notice will not be counted and you may submit a new one if you choose).

## **CHANGING THE DATES OR CANCELLING YOUR SPL**

You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.

You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.

You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.

You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see above which set out how much notice is required.

You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out above.

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

- it is a result of your child being born earlier or later than the EWC;
- you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period

- it is at our request; or
- we agree otherwise.

## **PREMATURE BIRTH**

Where the child is born early (before the beginning of the EWC), you may be able to start SPL in the eight weeks following birth even though you cannot give eight weeks' notice. The following rules apply:

- If you have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but your child is born early, you can move the SPL start date forward by the same number of days, provided you notify us in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary.)
- If your child is born more than eight weeks early and you want to take SPL in the eight weeks following birth, please submit your opt-in notice and your period of leave notice as soon as you can.

## **SHARED PARENTAL PAY**

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

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

## **OTHER TERMS DURING SHARED PARENTAL LEAVE**

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

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

If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform [the Human Resources Department that you wish to make up any shortfall.

## **KEEPING IN TOUCH**

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

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

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

## **RETURNING TO WORK**

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

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

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

- if your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
- if you took SPL consecutively with more than four weeks of ordinary parental leave.
- If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

# SHARED PARENTAL LEAVE (ADOPTION) POLICY

## ABOUT THIS POLICY

This policy outlines the arrangements for shared parental leave and pay in relation to the adoption of a child. If you or your partner are pregnant or have given birth please see the Shared Parental Leave (Birth) Policy instead.

This policy applies to employees. It does not apply to agency workers or self-employed contractors.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

## FREQUENTLY USED TERMS

The definitions in this paragraph apply in this policy.

**Partner:** your spouse, civil partner or someone living with you in an enduring family relationship at the time the child is placed for adoption, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

**Qualifying Week:** the week the adoption agency notifies you that you have been matched with a child for adoption.

## WHAT IS SHARED PARENTAL LEAVE?

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

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

## ENTITLEMENT

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

The following conditions must be fulfilled:

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

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

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

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

## **OPTING IN TO SHARED PARENTAL LEAVE AND PAY**

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

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

## **ENDING YOUR ADOPTION LEAVE**

If you are taking or intend to take adoption leave and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your adoption leave (a curtailment notice). The notice must state the date your adoption leave will end. You can give the notice before or after adoption leave starts, but you must take at least two weeks' adoption leave.

You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

If your partner is eligible to take SPL from their employer they cannot start it until you have given us your curtailment notice.



The curtailment notice is binding on you and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:

- if you realise that neither you nor your partner are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
- if your partner has died.

Once you have revoked a curtailment notice you will be unable to opt back in to the SPL scheme.

### **ENDING YOUR PARTNER'S ADOPTION LEAVE OR PAY**

If your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:

- returned to work;
- given their employer a curtailment notice to end adoption leave; or
- given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

### **BOOKING YOUR SPL DATES**

Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.

The period of leave notice can either give the dates you want to take SPL or, if the child has not been placed with you yet, it can state the number of days after the placement that you want the SPL to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of placement and wish to take SPL straight afterwards.

Leave must be taken in blocks of at least one week.

If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.

If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out below.

You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice).

### **PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL**

In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period.

At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:

- choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
- withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

## **CHANGING THE DATES OR CANCELLING YOUR SPL**

You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.

You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.

You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier. Since this will involve a change to the start date or end date, see above which set out how much notice is required for the request.

You can combine discontinuous periods of leave into a single continuous period of leave.

You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see above which set out how much notice is required for the request. We do not have to grant your request but will consider it.

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

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

## **SHARED PARENTAL PAY**

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

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

## **OTHER TERMS DURING SHARED PARENTAL LEAVE**

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

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

If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform the Pensions Administrator that you wish to make up any shortfall.

## **KEEPING IN TOUCH**

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

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

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

## **RETURNING TO WORK**

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

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

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

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

If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

# **TIME OFF FOR ANTENATAL APPOINTMENTS POLICY**

## **ABOUT THIS POLICY**

This policy outlines the statutory right to take time off to attend antenatal appointments.

This policy applies to employees and agency workers. It does not apply to self-employed contractors.

If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

## **TIME OFF IF YOU ARE PREGNANT**

If you are pregnant you may take reasonable paid time off during working hours for antenatal appointments. If you are pregnant you may take paid time off during working hours for antenatal appointments. This may include any relaxation or parenting classes that your doctor, midwife or health visitor has advised you to attend. You should try to give us as much notice as possible of the appointment. Unless it is your first appointment, we may ask to see a certificate confirming your pregnancy and an appointment card.

## **TIME OFF FOR ACCOMPANYING A PREGNANT WOMAN: ELIGIBILITY**

You may take [unpaid] time off to accompany a pregnant woman to an antenatal appointment if you have a "qualifying relationship" with the woman or the child. This means that either:

- you are the baby's father;
- you are the pregnant woman's spouse, civil partner or cohabiting partner
- she has undergone assisted conception and at that time you were her wife or civil partner or gave the required legal notices to be treated in law as the second female parent; or
- you are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

## **TIME OFF FOR ACCOMPANYING A PREGNANT WOMAN: HOW TO BOOK TIME OFF**

Please give us as much notice of the appointment as possible. You must provide us with a signed statement providing the date and time of the appointment and confirming:

- that you meet one of the eligibility criteria above;
- that the purpose of the time off is to accompany the pregnant woman to an antenatal appointment; and
- that the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.

## **TIME OFF FOR ACCOMPANYING A PREGNANT WOMAN: AMOUNT OF TIME OFF**

You may take time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy.

You must not take more than six and a half hours off for each appointment, including travel and waiting time.

Time off to attend these appointments is unpaid.

Further time off for antenatal appointments is in our absolute discretion.

# **TIME OFF FOR ADOPTION APPOINTMENTS POLICY**

## **ABOUT THIS POLICY**

This policy outlines the statutory right to take time off to attend adoption appointments.

This policy applies to employees and agency workers. It does not apply to self-employed contractors.

If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

## **TIME OFF FOR AN ADOPTION APPOINTMENT**

An adoption appointment is an appointment arranged by an adoption agency (or at the agency's request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption.

You may take time off to attend an adoption appointment once the agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.

## **IF YOU ARE ADOPTING A CHILD WITH ANOTHER PERSON**

Where you and your partner are adopting a child, you must decide between you who will be treated as the primary adopter and who will be treated as the secondary adopter for the purposes of time off. You must tell us your decision the first time you request time off for an adoption appointment. This will affect how much time you can take off.

You would usually choose to be the primary adopter if you intend to take adoption leave when the child is placed with you. You would not be able to take paternity leave if you have elected to be the primary adopter.

You would usually choose to be the secondary adopter if you intend to take paternity leave when the child is placed with you, although you may be able to take adoption leave if your partner is not taking it.

## **IF YOU ARE ADOPTING A CHILD ALONE**

If you are adopting a child alone, you are treated as the primary adopter.

## **IF YOU ARE ADOPTING MORE THAN ONE CHILD**

If the agency is placing more than one child with you as part of the same arrangement, this is treated as one adoption and will not increase the number of appointments you can take time off to attend. Any time off under this policy must be taken before the first child is placed with you.

## **AMOUNT OF TIME OFF**

If you are adopting on your own or have elected to be the primary adopter, you may take paid time off to attend an adoption appointment on up to five occasions in relation to any particular adoption.

If you are the secondary adopter, you may take unpaid time off to attend an adoption appointment on up to two occasions only.

You must not take more than six and a half hours off for each appointment, including travel and waiting time.

## **HOW TO BOOK TIME OFF**

Please give us as much notice of the appointment as possible. You must provide your Line Manager with a signed statement or an email confirming:

- The date and time of the appointment.
- That the appointment has been arranged or requested by the adoption agency.
- Whether you are adopting a child alone or jointly with another person.
- If you are adopting with another person, whether you are electing to take paid or unpaid time off.

If you are an agency worker you may have to notify your agency as well. You should check with the agency.

We may sometimes ask you to try and rearrange an appointment where it is reasonable to do so. In exceptional circumstances we reserve the right to refuse a request for a particular appointment but we will not do so without good reason.



# **PARENTAL LEAVE POLICY**

## **ABOUT THIS POLICY**

This policy summarises the statutory right of employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

## **ENTITLEMENT TO PARENTAL LEAVE**

To be eligible for parental leave, you must:

- have at least one year's continuous employment with us;
- have or expect to have responsibility for a child; and
- be taking the leave to spend time with or otherwise care for the child.

You have responsibility for a child if you are the biological or adoptive parent or have legal parental responsibility in some other way, for example under a court order.

Eligible employees are entitled to take up to 18 weeks' parental leave in relation to each child.

You must tell us of any parental leave you have taken while working for another employer as this counts towards your 18-week entitlement.

## **TAKING PARENTAL LEAVE**

In most cases, parental leave can only be taken in blocks of a week or a whole number of weeks, and you may not take more than four weeks' parental leave a year in relation to each child. Parental leave can be taken up to the child's 18th birthday.

Special rules apply where your child is disabled, which for these purposes means entitled to a disability living allowance, armed forces independence allowance or personal independence payment. You can take parental leave in respect of that child in blocks of less than one week. However, there is still a limit of 4 weeks a year for each child and 18 weeks in total for each child.

## **NOTIFICATION REQUIREMENTS**

You must notify your Line Manager of your intention to take parental leave at least 21 days in advance. It would be helpful if you can give this notice in writing. Your notification should include the start and end dates of the requested period of leave.

If you wish to start parental leave immediately on the birth of a child, you must give notice at least 21 days before the expected week of childbirth.

If you wish to start parental leave immediately on having a child placed with you for adoption, you should give notice at least 21 days before the expected week of placement, or if this is not possible, give as much notice as you can.

## **EVIDENCE OF ENTITLEMENT**

We may ask to see evidence of:

- your responsibility or expected responsibility for the child such as birth certificate, adoption or matching certificate, parental responsibility agreement or court order.
- the child's date of birth or date of adoption placement.

## **OUR RIGHT TO POSTPONE PARENTAL LEAVE**

Although we will try to accommodate your request for parental leave, we may postpone your requested leave where it would unduly disrupt our business (for example, if it would leave us short-staffed or unable to complete work on time).

We will discuss alternative dates with you, and notify you in writing of the reason for postponement and the new start and end dates, within seven days of receiving your request for parental leave.

We cannot postpone parental leave if you have requested it to start immediately on the birth or adoption of a child.

We cannot postpone parental leave for more than six months, or beyond the child's 18th birthday (if sooner).

## **TERMS AND CONDITIONS DURING PARENTAL LEAVE**

Parental leave is unpaid.

Your employment contract will remain in force, and holiday entitlement will continue to accrue. You will remain bound by your duties of good faith and confidentiality, and any contractual restrictions on accepting gifts and benefits, or working for another business.

# **TIME OFF FOR DEPENDANTS POLICY**

## **ABOUT THIS POLICY**

The law recognises that there may be occasions when you need to take time off work to deal with unexpected events involving one of your dependants.

This time off for dependants policy gives all employees the right to take a reasonable amount of unpaid time off work to deal with certain situations affecting their dependants.

No-one who takes time off in accordance with this policy will be subjected to any detriment.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

## **REASONABLE UNPAID TIME OFF**

You have a right to take a reasonable amount of unpaid time off work when it is necessary to:

- provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
- make longer-term care arrangements for a dependant who is ill or injured;
- take action required in consequence of the death of a dependant;
- deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill); and/or
- deal with an unexpected incident involving your child while a school or another educational establishment is responsible for them.

A dependant for the purposes of this policy is:

- your spouse, civil partner, parent or child;
- a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
- anyone else who reasonably relies you to provide assistance, make arrangements or take action of the kind referred to above.

This policy applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where you need to take planned time off or provide longer-term care for a dependant. If this is the case, you should take advice from your Line Manager.

Whether action is considered necessary will depend on the circumstances, including nature of the problem, the closeness of the relationship between you and the dependant, and whether anyone else is available to assist. Action is unlikely to be considered necessary if you knew of a problem in advance but did not try to make alternative care arrangements.

Reasonable time off in relation to a particular problem will not normally be more than two days. However, we will always consider each set of circumstances on their facts.

## **EXERCISING THE RIGHT TO TIME OFF**

You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your Line Manager:

- the reason for your absence; and
- how long you expect to be away from work.

If you fail to notify us as set out above, you may be subject to disciplinary proceedings under our Disciplinary Procedure for taking unauthorised time off.

We may in some cases ask you to provide evidence for your reasons for taking the time off, either in advance or on your return to work. Suspected abuse of this policy will be dealt with as a disciplinary issue under our Disciplinary Procedure.

# **COMPASSIONATE LEAVE POLICY**

## **ABOUT THIS POLICY**

Compassionate leave is designed to help you deal with traumatic personal circumstances such as the death of a close relative or friend or where a close relative or friend has a life-threatening illness or injury.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

## **WHEN COMPASSIONATE LEAVE MAY BE AVAILABLE**

You may take unpaid compassionate leave of up to 7 days in any 12-month period where a close relative has died, is critically ill with a life-threatening illness, or has suffered a life-threatening injury.

In the event of the death of a child, including a stillbirth, please see our Parental Bereavement Leave Policy which applies instead of this policy. We may grant further unpaid compassionate leave in this situation at our discretion.

We will consider requests for compassionate leave due to other traumatic events or difficult personal circumstances on a case by case basis.

If you are still unable to return to work following compassionate leave you should contact your Line Manager. We may at our discretion grant you further unpaid compassionate leave in those circumstances. Alternatively, you may be able to take a period of annual leave, subject to your manager's approval.

## **REQUESTING COMPASSIONATE LEAVE**

We recognise that it may not always be possible to request compassionate leave in advance. However, where it is possible, you should make a request to your Line Manager. You should tell them the reasons for your request and the number of days leave you would like to take.

Where it is not possible to request leave in advance you should contact your Line Manager as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Someone can do this on your behalf if necessary.

In exceptional circumstances we may have to refuse a request for compassionate leave and will give you a written explanation of the reasons.

# **PARENTAL BEREAVEMENT LEAVE POLICY**

## **ABOUT THIS POLICY**

This policy sets out the arrangements for parental bereavement leave, which is a type of compassionate leave intended to help employees deal with the death of a child or a stillbirth after at least 24 weeks of pregnancy.

For compassionate leave in other circumstances please see our Compassionate Leave Policy.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

## **ENTITLEMENT TO PARENTAL BEREAVEMENT LEAVE**

You may be entitled to parental bereavement leave if your child or a child in your care has died or been stillborn after 24 weeks of pregnancy.

Parental bereavement leave can be one week, two consecutive weeks, or two separate weeks. It can be taken at any time during the first 56 weeks after the child's death.

Further unpaid compassionate leave may be available under our Compassionate Leave Policy at our discretion. Please speak to your Line Manager if you require further time off in addition to parental bereavement leave.

## **PARENTAL BEREAVEMENT PAY**

You may qualify for statutory parental bereavement pay (SPBP) during parental bereavement leave if:

- you have at least 26 weeks' continuous employment ending on the Saturday before the child died; and
- you earn at least the lower earnings limit for class 1 national insurance contributions.

SPBP is only payable in respect of whole weeks of leave, at the same rate as statutory paternity pay. The rate is set by the government each tax year.

All employees are entitled to full pay during the first week of parental bereavement. This includes any statutory parental bereavement pay that may be payable for that week.

For salaried employees, full pay is based on your basic pay. For hourly-paid employees, it is based on an average over a two-month period.

## **LEAVE IN THE FIRST EIGHT WEEKS**

In the first eight weeks after a child has died, there is no need to give advance notice to take parental bereavement leave. Please notify your Line Manager as soon as you can on the day you want your leave to start, preferably before the time you would normally start work, where possible. Someone can do this on your behalf if necessary.

If you have already started work, then your parental bereavement leave period will start on the following day. We would usually allow you to take the rest of the day off as compassionate leave.

You can cancel any planned parental bereavement leave in the first eight weeks by telling us at any time before the leave starts, and no later than the time you would normally start work on the first day of the leave period. You cannot cancel leave once it has started.

### **LEAVE AFTER MORE THAN EIGHT WEEKS**

To take parental bereavement leave more than eight weeks after the child has died, please give your Line Manager at least a week's written notice.

Parental bereavement leave can be cancelled with a week's written notice, and can be re-booked by giving a week's written notice.

### **WRITTEN CONFIRMATION**

We will ask you to confirm the following information in writing within 28 days of starting any period of parental bereavement leave:

- your name;
- the date the child died or was stillborn;
- the dates of paid or unpaid parental bereavement leave taken; and
- your relationship to the child.

# **FLEXIBLE WORKING POLICY**

## **ABOUT THIS POLICY**

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

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

This policy does not form part of any employee's contract of employment and we may amend it at any time.

## **ELIGIBILITY**

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

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

## **WHAT IS A FLEXIBLE WORKING REQUEST?**

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

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

## **MAKING A FLEXIBLE WORKING REQUEST**

Your flexible working request should be submitted to us in writing and dated. It should:

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

## **MEETING**

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

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



## **DECISION**

We will inform you in writing of our decision as soon as possible after the meeting.

If your request is accepted, we will write to you with details of the new working arrangements and the date on which they will commence. You will be asked to sign and return a copy of the letter.

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

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

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

- the burden of additional costs
- detrimental effect on ability to meet customer demand;
- inability to reorganise work among existing staff;
- inability to recruit additional staff;
- detrimental impact on quality;
- detrimental impact on performance;
- insufficiency of work during the periods that you propose to work; or
- planned changes.

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

## **APPEAL**

You may appeal to the Executive Director (or, if the Executive Director is the line manager who made the decision one of the other two Directors or, if that is not appropriate, the Chair) in writing within 14 days of receiving our written decision. This includes a decision following a trial period.

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

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

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

## **TEMPORARY CHANGES TO WORKING ARRANGEMENTS**

An employee may request permission from their line manager to temporarily change their working conditions on an ad hoc basis (e.g. to attend to a sick relative or to work from home for personal reasons). Riverside's management will consider all such requests and will act reasonably in reaching a decision, mindful of the operational requirements of Riverside Studios.

# **TIME OFF FOR PUBLIC DUTIES POLICY**

## **ABOUT THIS POLICY**

We wish to enable employees to perform any public duties that they may be committed to undertake and so will give them time off to do so where it does not conflict with the operational needs of our business. We are not legally obliged to grant paid leave for these purposes. The circumstances in which we are prepared to do so are set out below.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

## **JURY SERVICE**

You should tell your Line Manager as soon as you are summoned for jury service and provide a copy of your summons if requested.

Depending on the demands of our business we may request that you apply to be excused from or defer your jury service.

We are not required by law to pay you while you are absent on jury service. You will be advised at court of the expenses and loss of earnings that you can claim.

## **VOLUNTARY PUBLIC DUTIES**

Employees are entitled to a reasonable amount of unpaid time off work to carry out certain public duties, including duties as a tribunal member, magistrate, local councillor, member of an NHS Trust, prison visitor, police station lay visitor, charity trustee or school governor.

If you are unsure whether a public service that you perform is covered by this policy you should speak to the Business & Finance Director.

As soon as you are aware that you will require time off for performance of a public service you should notify your Line Manager in writing, providing full details of the time off that is being requested and the reasons for your request. In order that arrangements can be made to cover your duties in your absence you should make your request in good time.

Each request for time off will be considered on its merits taking account of all the circumstances, including how much time is reasonably required for the activity, how much time you have already taken, and how your absence will affect the business.

## **RESERVE FORCES DUTIES**

We are aware that employees who are members of the Reserve Forces (the Army Reserve, Royal Navy Reserve, Royal Marines Reserve or Royal Auxiliary Air Force) may be called-up at any time to be deployed on full-time operations, and are expected to attend regular training. Riverside wholly supports you in your role as a reservist by helping you to balance your civilian work with being part of the armed forces. We can support you in maintaining this balance by signing the Armed Forces Covenant and can pledge specific measures to make it easier for you to meet your reserve service commitments when necessary. Please ask for a copy of this Covenant if required.

However, please note Riverside is under no obligation to offer leave (either paid or unpaid) for reservists to undertake training and you should use existing holiday entitlement where possible. In exceptional circumstances we may grant additional unpaid leave in order for these commitments to be met.

When you have been demobilised you should make an application to return to work and notify us of the date on which you will be available to restart work. We will endeavour to reinstate you to your normal job but if this is not possible we will offer you a suitable alternative role on the most favourable terms and conditions which are reasonable and practicable. We will re-employ you as soon as you are reasonably able to do so from the date you are ready to return to work, this following any time needed to retrain or familiarise yourself with procedures.

Time spent away from work doesn't count towards continuous service but continuity of employment isn't broken where you are re-engaged within six months of the end of your active service.

There is no right to accrue annual leave while away on military service, but on demobilisation you will get a period of post-operational leave. During this time you will continue to be paid by the Ministry of Defence.

## **HARASSMENT POLICY**

Harassment pollutes the working environment and can have a devastating effect on the health, confidence, morale and performance of those affected by it. It may also have a damaging effect on other employees not themselves the object of unwanted behaviour who are witness to it or who have knowledge of the behaviour. All employees are entitled to a working environment which respects their personal dignity and which is free from such objectionable conduct. Harassment is a disciplinary offence and incidents will be dealt with under the disciplinary procedure.

### **WHAT IS HARASSMENT?**

Harassment takes place where unwanted conduct, whether verbal, non-verbal or physical, on a wide variety of grounds occurs with the purpose of violating the dignity of a person, and of creating an intimidating or hostile, degrading, humiliating or offensive environment. Grounds for harassment include but are not limited to:

- race, ethnic origin, nationality or skin colour;
- sex or sexual orientation;
- religion, religious belief or political conviction;
- disability;
- willingness to challenge harassment, leading to victimisation.

Sexual harassment occurs where the unwanted conduct is of a sexual nature - please refer to the Riverside Sexual Harassment Policy for full details.

Bullying of colleagues, especially junior colleagues by intimidating behaviour, is also unacceptable.

A single incident can amount to harassment if sufficiently grave.

Examples of harassment or bullying would include, but are not limited to, sexual or racial banter; the display of material with sexual or racial overtones (even if not directed at the complainant); sarcastic personal remarks about colleagues, especially those reporting to you; over-demanding or exigent requirements.

Full versions of our sexual harassment and protection of vulnerable adults policies can be obtained from your Line Manager, or on the Riverside website.

# **GRIEVANCE PROCEDURE**

## **INTRODUCTION**

Riverside recognises your right to raise any grievances relating to your employment. The grievance procedure should be used by you to bring Riverside's attention to concerns or complaints about your working environment, terms and conditions and workplace relationships. Complaints regarding bullying, harassment and whistle blowing shall constitute grievances for the purposes of this procedure, but Riverside may decide to deal with such complaints separately from other types of grievances.

The procedure is designed to ensure that any grievance you may have is dealt with fairly and quickly. Records of all proceedings will be kept confidential.

If you or your chosen companion has any difficulty at any stage of the grievance procedure because of a disability or medical condition, you should contact a member of the Senior Management Team.

The grievance procedure is for guidance only and does not form part of your contract of employment.

## **STAGES OF THE PROCEDURE**

### **Informal Stage**

If you have any grievance relating to your employment, you should discuss this initially with your Line Manager. If the grievance remains unresolved you may wish to use the formal stage of the procedure.

### **Mediation**

In some cases, Riverside may decide that it is appropriate to use an internal or external mediator, as part of or alongside the grievance process, to help you and Riverside to reach agreement on the best way forward. Riverside will seek your agreement prior to any mediation being commenced.

### **Formal Stage**

Where the matter cannot be resolved informally by discussion with your line manager, you should submit your complaint in writing to your Line Manager, without unreasonable delay. If your grievance lies against your line manager, then you should provide written details of the grievance to a member of the Senior Management Team who will then nominate the appropriate manager or director to hear the grievance (the "Chair"). In some circumstances Riverside may elect for an external consultant to act as Chair. Once a formal grievance has been submitted, Riverside may wish to investigate the matter even if you decided that you do not wish to pursue it further, depending on the nature of the grievance.

## **INVESTIGATING OFFICER**

In more complex grievances Riverside may nominate an investigation officer to investigate the matter before a formal grievance hearing is convened.

## **ATTENDANCE AT GRIEVANCE AND APPEAL HEARINGS**

You should make every effort to attend any grievance hearing (including any appeal hearing). If either you or the person accompanying you cannot attend on the proposed date for the hearing, 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 Riverside. If you fail to attend any rearranged hearing without good cause, Riverside will be entitled to make a decision on the evidence available at the rearranged hearing in your absence.

## **RIGHTS TO BE ACCOMPANIED**

You are entitled to be accompanied at any grievance hearing (including any appeal hearing) by a fellow work colleague of your choice or trade union representative. (Please note that it is your responsibility to secure the attendance at any hearing of any fellow work colleague.) You may not be accompanied by:

- any other person, such as a relative, without the prior agreement of Riverside;
- a legal representative; or
- a person whose presence would prejudice the hearing or a person from a remote geographical location if someone suitable and willing is available on site.

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

## **GRIEVANCE HEARING**

After the grievance is received, Riverside will invite you to attend a grievance hearing without unreasonable delay, in order to allow you the opportunity to present your case formally to Riverside. Where possible, another manager or member of Riverside, who is not involved in your grievance, will be present at the grievance hearing in order to take notes.

You will be informed of the arrangements for any grievance hearing. You will be entitled to bring relevant witnesses along to any hearing provided that you notify the Chair in advance of the name of the witness and their relevance. Any witness you have requested to attend a hearing who is a fellow work colleague will be given a reasonable amount of time off to prepare for and attend the hearing.

If appropriate, a representative from Riverside will be given an opportunity to respond to the grievance at any hearing.

After any grievance hearing it may be necessary for the Chair to carry out such further investigations as he or she deems necessary to respond to the grievance. You should note that in the course of investigating your grievance, due consideration will be given to the need for confidentiality of information provided by witnesses where appropriate.

## **RELATED DISCIPLINARY PROCEEDINGS**

If a grievance is raised during disciplinary proceedings or a performance improvement or capability procedure, Riverside may decide to suspend the disciplinary, performance improvement or capability procedure for a short period until the grievance can be considered. Where the grievance is related to the disciplinary or performance improvement or capability procedure, Riverside may decide to deal with both issues concurrently.

## **DECISION**

Following the hearing, the Chair will respond in writing to the grievance, usually within five working days of the hearing or as soon as is reasonably practicable, setting out what action Riverside intends to take to resolve the grievance and your right to appeal if you are not content with the action taken. If the Chair is unable to respond to the grievance within five working days you will be given an explanation for the delay and will be advised as to when a response can be expected.

## **APPEAL**

If you are not satisfied with Riverside's response to the grievance, you should inform the Chair in writing within five working days of receiving notice of the response. Your written notification should specify the reason why you are not satisfied with Riverside's response to the grievance.

Riverside will then invite you to an appeal hearing and will remind you of your right to be accompanied at the appeal hearing.

The appeal hearing will be held by a member of the Senior Management Team or director (the "Appeal Chair") who has not been involved in the grievance procedure.

If the Appeal Chair is not available to hear the appeal, Riverside shall, at its sole discretion, determine who is the appropriate person to carry out the role of Appeal Chair. In some circumstances, Riverside may elect for an external consultant to hear the appeal.

Where possible, another manager or member of Riverside will be present at the appeal hearing in order to take notes.

The Appeal Chair will issue a written decision in relation to your appeal as soon as possible after the hearing. The Appeal Chair's decision is final.

## **SICKNESS ABSENCE POLICY**

This policy sets out our arrangements for sick pay and for reporting and managing sickness absence.

Abuse of sickness absence, including failing to report absence or falsely claiming sick pay will be treated as misconduct under our Disciplinary Procedure.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **REPORTING WHEN YOU ARE SICK**

If you cannot attend work because you are sick or injured you should telephone your manager as early as possible and no later than 30 minutes after the time when you are normally expected to start work.

### **EVIDENCE OF INCAPACITY**

You must complete a self-certification form for sickness absence of up to seven calendar days.

For absence of more than a week you must obtain a certificate from your doctor stating that you are not fit for work, giving the reason. You must also complete a self-certification form to cover the first seven days. If absence continues beyond the expiry of a certificate, a further certificate must be provided.

If your doctor provides a certificate stating that you "may be fit for work" you must inform your manager immediately. We will hold a discussion with you about how to facilitate your return to work, taking account of your doctor's advice. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date for review.

### **STATUTORY SICK PAY**

You may be entitled to Statutory Sick Pay (SSP) if you satisfy the relevant statutory requirements. Qualifying days for SSP are Monday to Friday, or as set out in your employment contract. The rate of SSP is set by the government in April each year. No SSP is payable for the first three consecutive days of absence. It starts on the fourth day of absence and may be payable for up to 28 weeks.

### **RETURN-TO-WORK INTERVIEWS**

After a period of sick leave your manager may hold a return-to-work interview with you. The purposes may include:

- ensuring you are fit for work and agreeing any actions necessary to facilitate your return
- confirming you have submitted the necessary certificates;
- updating you on anything that may have happened during your absence;
- raising any other concerns regarding your absence record or your return to work.



## **MANAGING LONG-TERM OR PERSISTENT ABSENCE**

The following paragraphs set out our procedure for dealing with long-term absence or where your level or frequency of short-term absence has given us cause for concern. The purpose of the procedure is to investigate and discuss the reasons for your absence, whether it is likely to continue or recur, and whether there are any measures that could improve your health and/or attendance. We may decide that medical evidence, or further medical evidence, is required before deciding on a course of action.

We will notify you in writing of the time, date and place of any meeting, and why it is being held. We will usually give you a week's notice of the meeting.

Meetings will be conducted by your Line Manager and will normally be attended by a member of the Finance or Admin Department.

You may bring a companion to any meeting or appeal meeting under this procedure. Your companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.

If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.

If you have a disability, we will consider whether reasonable adjustments may need to be made to the sickness absence meetings procedure, or to your role or working arrangements.

## **MEDICAL EXAMINATIONS**

We may ask you to consent to a medical examination by a doctor or occupational health professional or other specialist nominated by us (at our expense).

You will be asked to agree that any medical report produced may be disclosed to us and that we may discuss the contents of the report with the specialist and with our advisers. All medical reports will be kept confidential and held in accordance with our Data Protection Policy.

## **INITIAL SICKNESS ABSENCE MEETING**

The purposes of a sickness absence meeting or meetings will be to discuss the reasons for your absence, how long it is likely to continue, whether it is likely to recur, whether to obtain a medical report, and whether there are any measures that could improve your health and/or attendance.

In cases of long-term absence, we may seek to agree a return-to-work programme, possibly on a phased basis.

In cases of short-term, intermittent absence, we may set a target for improved attendance within a certain timescale.

## **IF MATTERS DO NOT IMPROVE**

If, after a reasonable time, you have not been able to return to work or if your attendance has not improved within the agreed timescale, we will hold a further meeting or meetings. We will seek to establish whether the situation is likely to change, and may consider redeployment opportunities at that stage. If it is considered unlikely that you will return to work or that your attendance will

improve within a short time, we may give you a written warning that you are at risk of dismissal. We may also set a further date for review.

### **FINAL SICKNESS ABSENCE MEETING**

Where you have been warned that you are at risk of dismissal, and the situation has not changed significantly, we will hold a meeting to consider the possible termination of your employment. Before we make a decision, we will consider any matters you wish to raise and whether there have been any changes since the last meeting.

### **APPEALS**

You may appeal against the outcome of any stage of this procedure. If you wish to appeal you should set out your appeal in writing to your Line Manager, stating your grounds of appeal, within one week of the date on which the decision was sent or given to you.

If you are appealing against a decision to dismiss you, we will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially and, where possible, by a more Senior Manager who has not previously been involved in the case.

We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

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

## **ANTI-CORRUPTION AND BRIBERY POLICY**

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.

This policy does not form part of any employee's contract of employment and we may amend it at any time. It will be reviewed regularly.

### **WHO MUST COMPLY WITH THIS POLICY?**

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

### **WHAT IS BRIBERY?**

Bribe means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.

Bribery includes offering, promising, giving, accepting or seeking a bribe.

All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, raise it with your Line Manager.

Specifically, you must not:

- give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;
- accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else;
- give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure;

You must not 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.

### **GIFTS AND HOSPITALITY**

This policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services.

A gift or hospitality will not be appropriate if it is unduly lavish or extravagant or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process).

Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers) or be given in secret. Gifts must be given in our name, not your name.

Promotional gifts of low value such as branded stationery may be given to or accepted from existing customers, suppliers and business partners.

## **RECORD-KEEPING**

You must declare and keep a written record of all hospitality or gifts given or received. You must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.

All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

All gifts received up to a value of £50 have to be entered on to a centralised register held by the Finance Department, including complimentary tickets from other venues.

## **HOW TO RAISE A CONCERN**

If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify your Line Manager as soon as possible.

# CONFLICTS OF INTEREST POLICY

## INTRODUCTION

We seek to avoid Conflicts of Interest but, where they occur, we manage them by making appropriate reports to our Board of Director Trustees and abiding by their suggested actions to help resolve or manage the Conflict of Interest.

This Conflict of Interest Policy is mandatory and applies to all employees, directors and contractors of Riverside. Breaches of this policy are not acceptable and may result in disciplinary action up to and including dismissal.

This Policy:

- provides a framework for our approach to Conflicts of Interest;
- sets out our Conflict of Interest reporting standard.

## COMMON TERMS

**Conflict of Interest:** any relationship (whether personal or professional), influence or activity that may impair or appear to impair the ability of employees to:

- make fair and objective decisions when performing their jobs; or
- act in the best interests of the Trust.

Examples (non-exhaustive) are available in the Conflict of Interest Guidance at the end of this Policy.

**Line Manager:** direct manager of an employee.

**Conflict of Interest Report:** any written report detailing a Conflict of Interest which can be made in a written format agreed from time to time by Riverside. The written report must include the nature of the Conflict of Interest and steps taken to manage, resolve or remove the Conflict of Interest.

## ALL EMPLOYEES, DIRECTORS AND CONTRACTORS

You must seek to avoid any relationship, influence or activity that will impair, or appear to impair, your ability to do your job or make fair and objective decisions when performing your job, or that is not in the best interests of Riverside.

Where such a situation cannot be avoided you must:

- report the situation promptly to your Line Manager (or the Chair in the case of the Executive Director);
- take steps to remove or mitigate the Conflict of Interest;
- carry out any Conflict of Interest resolution or termination activities your Line Manager recommends;
- complete a Conflict of Interest Report;

- report as soon as possible if you know or suspect a breach of this or any other by you or by another person whether such breach is deliberate or inadvertent. Reports should be made to your line manager, the Chair or another Director.

## **LINE MANAGER**

You must:

- assess any potential Conflicts of Interest that are reported to you, or you become aware of, and determine if an actual Conflict of Interest exists and therefore whether a Conflict of Interest Report is required;
- determine the best course of action to resolve, manage or terminate the Conflict of Interest after consulting with the Chair as required;
- complete a Conflict of Interest Report (as detailed in the definitions above) where one is required, and ensure it is completed and submitted as required;
- review on an annual basis any reported Conflicts of Interest to ensure they are being managed in accordance with the resolution activities suggested in accordance with the above.

## **CONFLICT OF INTEREST GUIDANCE**

### **PRACTICAL EXAMPLES**

The following examples illustrate the application of the Policy in various contexts. While the examples are meant to provide guidance, they cannot cover every possible situation that may arise. It is your responsibility to read, understand and apply the Policy correctly and to seek further guidance if you need it. If there is a conflict between this Guidance and the Policy, then the Policy will apply.

### **OUTSIDE EMPLOYMENT (WHETHER PAID OR UNPAID)**

You have a duty to fulfil the responsibilities of your role at Riverside, and additional employment outside the Company may compromise your ability to do so and be in breach of your contract of employment. You must discuss with your Line Manager any work you undertake which is in addition to your employment with Riverside that may cause a Conflict of Interest. You must not work for, or provide any services to, a competitor or potential competitor, customer of Riverside or supplier to Riverside. You must not foster any relationship with any supplier, customer, competitor or other business partner of Riverside that compromises your ability to conduct business in the best interests of Riverside in an objective manner.

### **OWNERSHIP AND FINANCIAL INTERESTS**

You must not influence Riverside's decision to place external business with a company or other entity that is owned or controlled by you, your partner or any of your family members, or with a company in which you or your family members control more than 2%, or such lower level of economic interest that might influence or appear to influence your judgement. Riverside may place external business with such a company or other entity only if you have not influenced the decision to place business there and have completed a Conflict of Interest Report.

### **TRUST ASSETS**

You are responsible for the proper use of Riverside's assets. On exceptional occasions it may be appropriate to use Riverside's assets for non-Riverside activities, for example, to support another

local charitable or educational activity. Any such proposed use must be discussed with and approved by your Line Manager or the Chair. Riverside assets must never be used for personal gain or benefit or any political activity.

#### **EMPLOYMENT OF FAMILY MEMBERS AND PERSONAL FRIENDS**

The recruitment, management and development of Riverside employees must be free from any actual, perceived or potential Conflicts of Interest. You should consult your Line Manager and/or Chair unless such Conflict of Interest has been appropriately declared and any suitable mitigations have been put in place, you must not directly supervise, carry out performance appraisals of, be involved with deciding any form of remuneration for, or participate in any selection activity involving a family member or personal friend or any person you are in a relationship with.

#### **EXTERNAL COMPANY DIRECTOR**

If you are the company director of another entity external to Riverside, you are required to declare it to your Line Manager or the Chair. Such an external directorship is not permissible if it is with a company which may be considered, in good faith, a competitor of Riverside or otherwise incompatible with the Riverside's interests.

# **WHISTLEBLOWING POLICY**

## **ABOUT THIS POLICY**

We are committed to conducting our business with honesty and integrity and we expect all staff to maintain high standards. Any suspected wrongdoing should be reported as soon as possible.

This policy covers all employees, officers, consultants, contractors, volunteers, interns, casual workers and agency workers.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

## **WHAT IS WHISTLEBLOWING?**

Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, facilitation of tax evasion, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations.

## **HOW TO RAISE A CONCERN**

We hope that in many cases you will be able to raise any concerns with your Line Manager. However, where you prefer not to raise it with your Line Manager for any reason, you should contact the Executive Director. Above this level the Board of Trustees will also be available for any member of staff wishing to raise concerns.

We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

We hope that staff will feel able to voice whistleblowing concerns openly under this policy. Completely anonymous disclosures are difficult to investigate. If you want to raise your concern confidentially, we will make every effort to keep your identity secret and only reveal it where necessary to those involved in investigating your concern.

## **EXTERNAL DISCLOSURES**

The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.

The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external. Protect operates a confidential helpline. Their contact details are at the end of this policy.

## **PROTECTION AND SUPPORT FOR WHISTLEBLOWERS**

We aim to encourage openness and will support whistleblowers who raise genuine concerns under this policy, even if they turn out to be mistaken.



Whistleblowers must not suffer any detrimental treatment as a result of raising a genuine concern. If you believe that you have suffered any such treatment, you should inform your Line Manager immediately. If the matter is not remedied you should raise it formally using our Grievance Procedure.

You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action. In some cases the whistleblower could have a right to sue you personally for compensation in an employment tribunal.

However, if we conclude that a whistleblower has made false allegations maliciously, the whistleblower may be subject to disciplinary action.

Protect operates a free confidential helpline which is 020 3117 2520.

# **DISCIPLINARY AND CAPABILITY PROCEDURE**

## **ABOUT THIS PROCEDURE**

This procedure is intended to help maintain standards of conduct and performance and to ensure fairness and consistency when dealing with allegations of misconduct or poor performance.

Minor conduct or performance issues can usually be resolved informally with your Line Manager. This procedure sets out formal steps to be taken if the matter is more serious or cannot be resolved informally.

This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.

This procedure does not form part of any employee's contract of employment and we may amend it at any time.

## **INVESTIGATIONS**

Before any disciplinary hearing is held, the matter will be investigated. Any meetings and discussions as part of an investigation are solely for the purpose of fact-finding and no disciplinary action will be taken without a disciplinary hearing.

In some cases of alleged misconduct, we may need to suspend you from work while we carry out the investigation or disciplinary procedure (or both). While suspended, you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless authorised to do so. Suspension is not considered to be disciplinary action.

## **THE HEARING**

We will give you written notice of the hearing, including sufficient information about the alleged misconduct or poor performance and its possible consequences to enable you to prepare. You will normally be given copies of relevant documents and witness statements.

You may be accompanied at the hearing by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion.

You should let us know as early as possible if there are any relevant witnesses you would like to attend the hearing or any documents or other evidence you wish to be considered.

We will inform you in writing of our decision, usually within one week of the hearing.

## **DISCIPLINARY ACTION AND DISMISSAL**

The usual penalties for misconduct or poor performance are:

- Stage 1: First written warning. Where there are no other active written warnings on your disciplinary record, you will usually receive a first written warning. It will usually remain active for six months.
- Stage 2: Final written warning. In case of further misconduct or failure to improve where there is an active first written warning on your record, you will usually receive a final written warning.

This may also be used without a first written warning for serious cases of misconduct or poor performance. The warning will usually remain active for 12 months.

- Stage 3: Dismissal or other action. You may be dismissed for further misconduct or failure to improve where there is an active final written warning on your record, or for any act of gross misconduct. Examples of gross misconduct are given below. You may also be dismissed without a warning for any act of misconduct or unsatisfactory performance during your probationary period.

We may consider other sanctions short of dismissal, including demotion or redeployment to another role (where permitted by your contract), and/or extension of a final written warning with a further review period.

## **APPEALS**

You may appeal in writing within one week of being told of the decision.

The appeal hearing will, where possible, be held by someone senior to the person who held the original hearing. You may bring a colleague or trade union representative with you to the appeal hearing.

We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. There is no further right of appeal.

## **GROSS MISCONDUCT**

Gross misconduct will usually result in dismissal without warning, with no notice or payment in lieu of notice (summary dismissal).

The following are examples of matters that are normally regarded as gross misconduct:

- theft or fraud;
- physical violence or bullying;
- deliberate and serious damage to property;
- serious misuse of the organisation's property or name;
- deliberately accessing internet sites containing pornographic, offensive or obscene material;
- serious insubordination;
- unlawful discrimination or harassment;
- bringing the organisation into serious disrepute;
- serious incapability at work brought on by alcohol or illegal drugs;
- causing loss, damage or injury through serious negligence;
- a serious breach of health and safety rules;
- a serious breach of confidence.

This list is intended as a guide and is not exhaustive.