

ASSESSOR'S PROGRESS REPORT TO THE LOTHIAN VALUATION JOINT BOARD

30 January 2023

1.0 PURPOSE

1.1 To provide members with an overview of current service delivery, priorities, risks, and future direction.

2.0 ELECTORAL REGISTRATION – MAINTENANCE

2.1 Since the last progress report to the Board in October 2022 all maintenance tasks supporting the registration process have continued.

2.2 Processing volumes during canvass and rolling registration period, from 1 October 2022 until 4 January 2023, show significant volumes of changes with 48373 transactions undertaken.

2.3 During the period 28 September 2022 to 11 January 2023 a total of 19436 Invitation to Register forms have been issued by post. A breakdown of the numbers is shown in Appendix 1 (A)

3.0 ELECTORAL REGISTRATION – HOUSEHOLD CANVASS 2022

3.1 The updated register was published on the 1 December 2022. For canvass there was an overall return rate of 88%. (385715 out of 436823 properties). Route 2 property returns were 52%. (54456 out of 105564 properties).

3.2 Telephone and tablet canvass was utilised for cost and efficiency savings. Electors are also encouraged to make returns online to save money and reduce carbon footprint.

3.3 The statistics show an overall increase in the electorate. See Appendix 1 (B) (C) (D)

3.4 There was a small drop in registered electors within CEC. This was partially due to effort in certain areas, using door to door canvass, to improve the accuracy of the Register. This targeted private let multi occupancy properties. However, taking into account young attainers, (14/15 year olds) registered but not included in the statistics, and the disproportionate number of overseas electors being removed there is a continued upward trend in the total number of registered electors.

4.0 POSTAL VOTES

4.1 During the period 28 September to 11 January 2023 a total of 5680 postal vote packs were issued. At publication of the Register there was a total of 164674 postal voters. See Appendix 1 (E)

- 4.2 A total of 18337 annual personal identifier refresh documents for postal votes were issued w/c 9 January. Reminders are due on 26 January three weeks after original issue.

5.0 ELECTORAL REGISTRATION – LEGISLATION

5.1 VOTER AUTHORITY CERTIFICATES

I have signed the Data sharing Agreement with the Department for Levelling Up, Housing & Communities (DHLUC) to enable access to their portal which allows us to check identity for VAC's.

- 5.2 We have now received a grant of £20,058.45 from DHLUC to help with the cost of VAC's

- 5.3 At present we have had nine applications via the government portal.

6.0 ELECTORAL REGISTRATION – ELECTIONS

- 6.1 The by election in West Lothian, ward 2 (Broxburn, Uphall and Winchburgh) took place on the 1 December 2022. Everything appears to have gone smoothly.

- 6.2 A by election has been called in Edinburgh, ward 6 (Corstorphine/Murrayfield) and is due to take place on 9 March 2023. The electorate is 19287 with 5887 postal voters.

7.0 ELECTORAL REGISTRATION ENGAGEMENT

- 7.1 We continue to engage with electors and promoting the functions of the Electoral Registration office.

- 7.2 There has been a drop in student registration due, possibly, to factors such as no scheduled elections in 2023. To encourage registration emails will be issued to all students on lists provided by the four Universities and Edinburgh College, increasing awareness that students can register at both term-time and home addresses and inviting those not yet registered to do so through the Gov.uk website.

- 7.3 Engagement opportunities and resources have continued to be developed in partnership with outside organisations and constituent council's Communications Departments. Elections related engagement is aimed at the electoral population in general with a particular focus on reaching under-represented groups such as 16–17-year-olds, students, and eligible foreign nationals.

- 7.4 Schools Lists data mined to issue 'Invitation to Register' (ITR) forms to all eligible school pupils not already registered or added during canvass.

- 7.5 Promotion of the Electoral Commission's 'Welcome to Your Vote' week running from 30 January to 5 February 2023 through the LVJB website and social media channels. Will involve visits to schools to encourage registration and promote participation in democracy.

- 7.6 Dissemination of curriculum linked political literacy resources produced by the Electoral Commission, including lesson plans, shorter interactive activities, and an assembly plan to all schools within the Lothians.

7.7 Foreign Nationals

Whilst aware of the temporary accommodation of Ukrainian nationals on a ship docked at Leith a decision was made not to canvass nor add the ship as a dwelling on the Electoral Register. The position regarding the residents is being monitored in case a review of the decision is required.

Promotion of the Electoral Commission's 'Welcome to Your Vote' week on 30 January – 5 February.

Distribute the Electoral Commission's political literacy resources to local groups such as ReAct Scotland, ELREC and constituent councils Refugee and Migration teams.

7.8 Prisoners

Prisoner ITRs continue to be issued to all eligible prisoners with postal and proxy forms included. It has proven to be problematic in encouraging prisoners to register.

7.9 Home Movers

Data mining of new council taxpayer lists provided by each of the four constituent councils to identify home movers, and issue ITRs to any not already registered to vote. Visiting properties to encourage and help potential electors register by canvass team commenced after publication of new Register and is ongoing. The transient nature of potential electors within certain areas poses significant challenges.

8.0 VALUATION ROLL – MAINTENANCE

8.1 Since the last report to the Board 712 alterations, covering the period 1st October 2022 to 17th January 2023, have been made to the valuation roll with respect to running roll activities. These changes comprised 121 amendments to existing entries, 434 deletions, 157 inserts. For the same period last year amendments and inserts are at a similar level. Deletions are much higher this year (last year 191) because of many ATM's that were deleted from the VR as a direct result of a Supreme Court decision concerning these subjects.

	Edinburgh	Midlothian	W. Lothian	E. Lothian	Total
Inserts	103	16	32	6	157
Deletions	305	27	65	37	434
Amendments	81	10	17	13	121

9.0 VALUATION ROLL – APPEALS

9.1 The Valuation Appeal Committee will cease to exist from 31st March 2023. No non-domestic appeals have been cited for hearing due to difficulties in having a properly constituted panel for non-domestic appeals.

9.2 We have adopted a policy of direct engagement with agents to secure withdrawals of Covid 19 appeals. We have recently closed off 1,420 cases and we have 15,493 remaining. Several agents have indicated their willingness to withdraw their appeals but haven't yet confirmed in writing – staff are on the case.

9.3 We have approx. 900 non Covid appeals that must be disposed of by 31st December 2023. A plan is in place to try and dispose of as many as we can before the new Tribunal comes into force in April.

10.0 2023 REVALUATION UPDATE

10.1 The draft revaluation roll went live on 30th November 2022. There are currently 36,928 properties in the draft VR.

My thanks to all involved in achieving this first major milestone in the reval process on time.

There are a number of complex issues that need to be dealt with before 31st March 2023, the most pressing one is the scoping and implementation of a new proposals and appeals system to comply with the new legislation. We hope new procedural rules will be issued by the Tribunals service shortly.

An Assistant Assessor is heading up a project and is liaising closely with 2 Principal surveyors & ICT to make sure this important project is delivered on time.

Total number of Draft Revaluation notices issued by post – 57,502

Total number of electronic notices issued- 3,876

11.0 COUNCIL TAX – MAINTENANCE

11.1 Over the period 1st April 2022 to 15th Jan 2023, 4689 new houses have been added to the list, this compares to 4862 for the same period in 2021/22.

Band	Edinburgh	Midlothian	West Lothian	East Lothian	Total
A	37	9	6	3	55
B	196	10	85	30	321
C	394	27	150	42	613
D	481	77	171	124	853
E	588	128	135	173	1024
F	298	200	258	201	957
G	369	126	156	145	796
H	61	3	2	4	70
Total	2,424	580	963	722	4689

11.2 There are currently 218 outstanding Council Tax appeals. A number of cases have been cited for 3 hearings before the VAC in March 2023. The cases cited are expected to result in business for the VAC.

12.0 COVID/HYBRID WORKING – UPDATE

12.1 The Hybrid Working policy is now in operation and all staff have agreed their working arrangements. The majority of staff are working from home with around 25% attending the office on a regular basis.

13.0 REVENUE BUDGET 2023/24 REPORT

13.1 I note the content of the Treasurer's budget report. The budget for this financial year (22/23) is on course to show an overspend. The forecast for the following 4 years do predict a growing shortfall year on year, to be made up using the unallocated general reserve and possibly requisitions from the constituent councils. A flat cash budget settlement, inescapable wage growth and other inflationary pressures will lead to significant budget issues in future years.

14.0 GOVERNANCE STRATEGY GROUP

14.1 The latest Governance Strategy Group meeting was held on the 5th December 2022. In attendance were myself, LVJB Head of Governance, Iain Shaw (Principal accountant), Aaron Irving, Councillors Conn, Beal and Russell. Topics discussed were the sustainability of the Board's budget and Phase 3 of the Transformation Program.

15.0 TRANSFORMATION PROGRAMME PHASE 3

15.1 A new project group has been created and met in December to begin the analysis and identification of workstreams and objectives for the next round of transformation.

15.2 The group recently attended a bespoke change management training course which will allow focus to be given to helping staff understand the reasons for change and improve the internal communication and implementation methods required to deliver a successful change strategy.

15.3 The group will consider and assess all available staffing and non-staffing costs to contribute to meeting the significant funding shortfall projected from 2023/24 forward. There will be a continued drive towards process digitalisation and further development of an agile workforce with the flexibility required to meet peak activity periods, with sustained focus on best value and efficiency.

15.4 This work will potentially include exploring alternative accommodation opportunities for LVJB as, following the post COVID introduction of hybrid working, our office at South Gyle now greatly exceeds our operational requirements. We will also seek to become involved with the City of Edinburgh Council's project in looking at its future requirement for use of office space.

16.0 CORPORATE AND SERVICE PLAN

16.1 I have shown at appendix 2 my corporate and service plan for 23/24.

16.2 Aside from the continued quality of delivery across our 3 core services, it includes the challenges of implementing the Voter Authority Certificate procedure and developing a new appeal system to enable the transition to the tribunal service. We are also looking to introduce several HR strategies to support the recruitment, retention and development of a motivated and effective workforce.

17.0 HR POLICY UPDATES

17.1 I have attached at Appendix 3, a summary of 3 new policies and 5 updated policies, for the Board's approval.

18.0 RECOMMENDATION

18.1 The Board is asked to note the content of this report.

Michael Wilkie
INTERIM ASSESSOR & ERO

Attached:

Appendix 1- Electoral Statistics

Appendix 2- 2023-2024 Corporate & Service Plan

Appendix 3- HR Policies updates

Appendix 1- Electoral Statistics

30th January 2023

(A) Table- Invitation To Register Forms Issued

date of issue	itr	itr reminder	itr 2nd reminder
28/09/2022	725	893	464
05/10/2022	1492	597	2057
26/10/2022	2266	167	106
02/11/2022	110	113	262
09/11/2022	2403	148	14
16/11/2022	152	111	21
23/11/2022	56	32	42
30/11/2022	902	114	62
07/12/2022	367	89	80
14/12/2022	1081	29	51
21/12/2022	2936	6	25
05/01/2023	28	1202	198
11/01/2023	15	5	15
totals	12533	3506	3397

(B) Table- Registered Electors

	Registered electors 2021 Excludes 14/15 year olds*	Registered electors 2022 Excludes 14/15 year olds*	nett change
CEC	395456	395193	-263
ELC	86954	87929	975
MLC	74664	75401	737
WLC	143684	144924	1240
total	<u>700758</u>	<u>703447</u>	<u>2689</u>

(C) Table -Attainers not included above

Young Attainers 14/15 not included in above	2021	2022
CEC	3703	4015
ELC	1106	1047
MLC	830	792
WLC	1802	1743
total	<u>7441</u>	<u>7597</u>

(D) Table- Wards with net decrease in electors/Reduction in overseas

CEC decrease by ward	WARD
-181	05 Inverleith
-82	06 Corstorphine/Murrayfield
-84	09 Fountainbridge/Craiglockhart
-483	10 Morningside
-513	11 City Centre
-454	14 Craigentenny/Duddingston
-732	15 Southside/Newington
-623	overseas
ELC decrease by ward	NONE
-39	overseas
MLC decrease by ward	
-34	01 Penicuik
-30	05 Midlothian East
-45	overseas
WLC decrease by ward	
-71	01 Linlithgow
-13	09 Armadale and Blackridge
-62	overseas

(E) Table-Postal Voters

COUNCIL	POSTAL VOTES	% of Electorate
CEC	94520	23.9
ELC	21892	24.9
MLC	17784	23.6
WLC	30478	21.0
TOTAL	164674	23.4

Corporate & Service Plan





MISSION & VISION

Lothian Valuation Joint Board's **mission** is to ensure best value and provide professional valuation and electoral registration services for its stakeholders.

Our **vision** is to provide valuation and electoral registration services in accordance with statute at levels of excellence which exceed expectations.

In order that we fulfil our Mission and achieve our Vision we will: -

Ensure that our services are delivered in accordance with all statutory requirements

Plan service development and delivery in accordance with the principles of Best Value.

Take individual and collective responsibility for the services provided by LVJB.

Monitor and report performance levels to stakeholders.

Integrate Equalities issues into all aspects of our service provision.

Conduct our business in accordance with the principles of the CIPFA/SOLACE framework Delivering Good Governance in Local Government.

Create an environment of continual improvement.

Strategic Aims

1. To ensure timeous publication and maintenance of the **Valuation Roll**.
2. To ensure timeous publication and maintenance of the **Council Tax List**.
3. To ensure timeous publication and maintenance of the **Electoral Register** and registration services at elections.
4. To develop, prepare and publish reports to improve customer knowledge and ensure attainment of good **Community Focus**.
5. To set standards and undertake corporate improvement in **Service Delivery Arrangements** and review the performance management and planning framework to ensure continuous improvement.
6. To deliver changes and improvements identified under the Transformation Programme and through the ongoing process of **Structure and Process** review.
7. To review, monitor and maintain organisational **Risk Management and Internal Controls** to ensure efficient and effective delivery of service.
8. To develop, adopt and review formal documentation and systems to ensure **Standards of Conduct** are adhered to.
9. To plan and deliver an **organisational development strategy** considering corporate initiatives to ensure efficiency and quality of service delivery.
10. To engage in **key partnership working** to ensure the integrated delivery of efficient government.
11. To attract, retain and reward quality staff by valuing them through a structure of **HR strategies**.
12. To lead the necessary policies and interventions to support the **Health, Safety, and Wellbeing** of all LVJB employees.

No.	Strategic Aim	Performance Measure	Operational Objective	Responsibility
1	To ensure statutory duties are carried out for maintenance of the Valuation Roll .	Maintain Valuation Roll in line with statutory requirements.	Maintain and update survey records in line with relevant guidance and practice.	Assistant Assessor/Principal Surveyors
			Consider planning and building warrants and take appropriate action to maintain records	
			Prepare valuations in line with practice notes and 'tone' evidence.	
			Update VR daily, issue Valuation Notices daily; provide updates to constituent authorities Finance Departments weekly.	
			Continue a programme to update rental, cost and turnover analysis ensuring the accuracy of the Roll supporting 3 yearly revaluations.	
		Dispose of Revaluation, running roll and COVID appeals within statutory time frames including LTS & LVAC appeals.	Correspond with appellants in line with legal requirements and LVJB standards.	Assistant Assessor/Principal Surveyors
			Create, maintain and review an appeal disposal timetable and ensure appeals are allocated to appropriate number of court dates.	
			Monitor disposal progress, reduction levels and reasons for reduction.	
			Monitor and ensure amendments are processed timeously.	
		Continue preparations for Revaluation 2026	Ensure compliance with LTS and quality preparation of cases.	Assistant Assessor/Principal Surveyors
			Continue to develop all necessary timetable and implementation plans.	
			Ingather relevant information and where required use the Civil Penalty process.	
			Continue to review valuation practices and procedures.	
			Continue to assess and improve communication and engagement protocols	
		Audit processes, procedures, and values.	Develop new appeals system and procedures to enable the transition to the tribunal service	Governance Team
			Audit valuation processes, procedures and issued values.	
Audit appeal processes, procedures and outcomes.				
Further develop IT systems, applications, and communications.	Consider presented audit report findings.	Corporate Leadership Team		
	Review and further develop valuation applications with particular attention to the successful delivery of 3 yearly revaluations.	Assistant Assessor/Principal Surveyors /ICT		

		Continue with project planning and implementation in respect of changes required under legislative or procedural change.	Ensure the project management framework is observed to enable timeous implementation of key functionality and objectives	Assessor/Project Management Board
		Review and seek improved annual performance.	Maintain efficiency in survey procedures.	Assistant Assessor/Wider Leadership Team
			Maintain fairness and accuracy of valuations.	
			Review and improve performance in terms of KPIs, internal indicators and MyPath objectives.	
2	To ensure statutory maintenance of the Council Tax List.	Maintain the Council Tax List in line with statutory requirements.	Ingather and analyse sales evidence.	Assistant Assessor/Principal Surveyors/Valuation Services Team Manager
			Maintain and update survey records as necessary.	
			Prepare reviewed bandings and amend for sold houses.	
			Ensure accuracy of all amended and new bands.	
			Update CT daily, issue band change notices daily and notify constituent authorities Finance Departments weekly.	
		Dispose of proposals & appeals.	Correspond with appellants in line with legal requirements and LVJB standards.	Assistant Assessor/Principal Surveyors/ Valuation Services Team Manager
			Administer properly all proposals and appeals and commence the process of timetabled disposal in association with the Valuation Appeal Committee.	
			Monitor band reductions.	
			Ensure amendments are processed timeously.	
		Audit processes, procedures, and Bands.	Audit valuation processes procedures and issued values.	Governance Team
			Audit appeal processes, procedures and outcomes.	Corporate Leadership Team
			Consider presented audit report findings.	
		Further develop IT systems, applications, and communications.	Continue to review the processes associated with new housing entering the Council Tax list, with continued development of the mobile survey function.	Assistant Assessor/Principal Surveyors / Valuation Services Team Manager/ICT
			Ensure all new and amended information is recorded as electronic data.	
		Review & maintain performance.	Maintain and review efficiency in survey procedures.	
Maintain quality of bandings by reference to band reductions on appeal.				

			Maintain performance in terms of KPIs and internal indicators.	Assistant Assessor/Principal Surveyors/ Valuation Services Team Manager
3	To ensure timeous publication and maintenance of the Electoral Register and registration services at elections.	Prepare and publish the Electoral Register by 1 st December 2023.	Publish the Electoral Register in paper format and electronic format.	Electoral Registration Officer (ERO)
			Carry out postal and door to door canvass in line with legislation and to maximise registration.	Head of Electoral Services
			Ensure appropriate advertising/publicity initiatives are in place in conjunction with EC public engagement strategy.	Head of Electoral Services
			Action all postal vote applications received during and outside the canvass period.	
			Review and implement UK Parliamentary Boundary changes to the published register.	
			Distribute the register in requested format to persons as defined by statute.	
			Continue to actively encourage recipients to accept the register in electronic format to reduce costs	
			Liaise with external contractors and manage/mitigate risks.	
		Maintain ER for statutory updates each month.	Update ER monthly updates per legislative requirements	Head of Electoral Services
			Issue Notices in line with statutory requirements	
			Improve contact with hard-to-reach groups through partnership working initiatives.	
			Identify and improve appropriate advertising/publicity channels re registration.	
		Dispose of any registration appeals.	Correspond with appellants in line with statutory requirements.	Electoral Registration Officer (ERO)/Head of Electoral Services
Ensure hearings are set up and conducted timeously.				
Prepare for and ensure effective management of registration duties for any elections or referendums called during the year.	Ensure all applications for registration are processed accurately and timeously.	Head of Electoral Services		
	Ensure all AVPI applications for registration are processed accurately and timeously.			

			Prepare and maintain all necessary timetables including the identification of all key risks and related mitigation associated with election preparation requirements.		
			Undertake engagement activities and ensure staff are trained and available to answer all incoming enquiries.		
			Ensure staffing resource in place at all peak periods and as required during polling hours.		
		Audit processes, procedures and accuracy to ensure quality registration delivery.	Develop and monitor audit reports for ER updates.	Head of Electoral Services/Governance Team	
			Audit name changes to ensure accuracy.		
			Consider all audit reports for appropriate actions.		
		Further develop IT systems, applications and communications.	Evaluate the effectiveness of the mobile door to door canvass system	Head of Electoral Services	
			Deliver electorate statistics to NRoS. (RPF 29)		
			Review and continue to maximise UPRN matching to electoral address data base.		
		Prepare for refresh of AV personal identifiers in January 2024	Ensure all systems and processes are in place to enable the provision of Voter Authority Certificates	Head of Electoral Services	
			Identify quantities and additional required expenditure.		
			Establish required processes, timetable for collection and processing.		
		Review & maintain performance.	Provide reports as required to Corporate Leadership Team and Board.	Head of Electoral Services	
			Improve efficiency in the delivery of the canvass processes and procedures.		
	Review performance reports and consider new targets.				
4	To develop, prepare and publish reports to improve customer knowledge and ensure attainment	Prepare and publish statutory reports.	Deliver performance standards self-assessment and data returns to the Electoral Commission.	Head of Electoral Services	
			Annual assessor's report to LVJB and staff re service planning, performance & target setting.		Assessor
			Annual treasurer's un-audited accounts.		Treasurer
			Annual Audit reports to LVJB.		Head of Governance
			Annual proposed Revenue Report to LVJB.		Treasurer
		Prepare and present reports to LVJB.	Quarterly progress report to LVJB.		Assessor
			LVJB Transformation & Business Strategy		Head of Governance
	Annual Governance Report				

	of good Community Focus.	Develop and improve customer targeted policies	Oversee development of performance statistical analysis and monitoring.	Corporate Leadership Team
			Monitor adherence to equality principles.	Head of Governance/HR Manager
			Quarterly progress report to LVJB.	Assessor
			Ensure a robust public engagement strategy is in place for general registration and focused electoral events.	Head of Electoral Services
		Maintain and develop appropriate public engagement schemes.	Liase with universities, further education establishments and schools to maximise student registration	Head of Electoral Services
			Liase with care homes to maximise registration for residents	
			Maintain and update the internet site to ensure currency and accuracy especially at key events.	Corporate Leadership Team
			Continue to identify, implement and evaluate stakeholder engagement activities in respect of VR and CT.	Assistant Assessor
		Maintain, update and improve digital communication channels	Maintain and update the internal and public facing websites	Corporate Leadership Team
			Continue to develop M365 to improve records management oversight	
Continue to develop the use of social media				
5	To set standards and undertake corporate improvement in Service Delivery Arrangements and review the performance management and	Maintain VR key and internal performance indicators.	Agree and set KPIs for VR.	Assessor/Assistant Assessor
			Agree and set a suite of internal indicators for VR performance.	
			Monitor, analyse and report on VR performance quarterly.	
		Maintain CT key and internal performance indicators.	Agree and set KPIs for CT.	Assessor/Assistant Assessor
			Agree and set a suite of internal indicators for CT performance.	
			Monitor, analyse and report on CT performance quarterly.	
		Maintain Electoral performance indicators set by the Electoral Commission.	Agree and set Internal PIs for ER.	Electoral Registration Officer (ERO)/Head of Electoral Services
			Produce and submit targets for ER performance to Electoral Commission.	
			Produce and submit statistical monitoring & indicators for ER performance to Electoral commission.	
			Monitor, analyse and report on ER performance monthly.	
		Prepare, implement, monitor and review of Corporate and Service Plan.	Monitor Corporate and Service Plans.	Assessor/Corporate Leadership Team
			Ensure adherence to Service Plan and Performance Indicators.	

	planning framework to ensure continuous improvement.		Review Performance & Development procedure to meet organisational requirements.		
6	To review roles, responsibilities, Structures and Processes to ensure effective balance of responsibility and authority.	Adhere to Standing Orders, Scheme of Delegation and Financial Regulations; 5 yearly. Implement and progress the objectives of the Transformation Programme and future Business Strategy	Report to LVJB re review of contents of Standing Orders 5 yearly.	Assessor	
			Report to LVJB re review of contents of Scheme of Delegation 5 yearly.		
			Report to LVJB re review of contents of Financial Regs 5 yearly.	Assessor/Treasurer	
			Continue to review process and procedures seeking efficiencies and improvements.	Corporate Leadership Team	
			Continue to develop and implement a strategic training policy and continue with cultural change identified under the Transformation Programme.	Principal Surveyor/ Corporate Leadership Team	
			Use the MyPath performance management system across the organisation, to enable objective delivery and efficient deployment of services.	HR Manager/ Corporate Leadership Team	
7	To review, monitor and maintain organisational Risk Management and Internal Controls to ensure efficient and	Review the activities of the Governance Strategy Group (GSG)	Develop the future Business Strategy and Transformation Phase 3	Assessor/LVJB	
			Monitor progress of topics raised and discussed in the GSG	Assessor/GSG	
		Adhere to LVJB Risk Management Cycle	Identify		Consider new risks for addition to Corporate, Project or Service risk registers at all Corporate Leadership and Governance Committee meetings.
				Review presentational aspects of risks registers including effectiveness of providing accurate information of “progress on mitigation and status of risk”	Governance Team
				Consider risks within each service delivery planning timetable on an ongoing basis.	Corporate Leadership Team

8	effective delivery of service.			Consider risks as legislative changes are introduced and those derived from budget and other organisational challenges.	
			Assess	Consider likelihood v impact and apply appropriate red, amber or green rating	Corporate Leadership Team
			Mitigate	Ensure mitigation strategies are considered timeously.	Corporate Leadership/ Governance Committee
				Plan, implement and review mitigation decisions effectively.	
			Monitor	Monitor budget spend and variances and include in quarterly progress report.	Assessor
				Monitor identified actions resulting from Governance Committee reviews of audit reports at Corporate Leadership Team meetings.	Corporate Leadership/ Governance Committee
				Liaise with the treasurer to the Board to ensure appropriate monitoring and accounting.	Assessor
				Review risk registers at Governance Committee meetings and report relevant matters of risk to the Corporate Leadership Team	Corporate Leadership/ Governance Committee
			Report risks to LVJB and review Risk Management Cycle as required.	Report to Board on identified key risks on a quarterly basis as part of progress report.	Assessor
				Report to Board on budget variances on a quarterly basis as part of progress report.	Assessor/Treasurer
	Provide Board with Annual Governance Report	Head of Governance			
	Submit external & internal auditors' reports and actions carried out resulting from recommendations, to the Board.				
	Maintain Quality Assurance audit activity and undertake joint working with internal and external audit.	Prepare monthly QA reports for Governance Committee review	Governance Team		
		Undertake annual internal and external audit exercises to provide assurance to LVJB	LVJB/Internal/External Audit		
Maintain internal processes to monitor compliance to legislation and LVJB policies and procedures.	Review processes to monitor compliance with LVJB standards.	Corporate Leadership Team			
	Ensure compliance with LVJB employment legal requirements on a day to day basis.				
	Ensure compliance with LVJB policies on a day to day basis.				

	documentation and put in place appropriate systems to ensure Standards of Conduct are adhered to.	Monitor and review compliance to GDPR, Records Management, FOI, and Equalities.	Ensure compliance with legal requirements e.g., Records management, FOI, Data Protection, Equal Opportunities etc. on a day to day basis and assess at Governance Committee meetings.	Head of Governance	
			Ensure Complaints policy and procedures meet required standards and all complaints are monitored, reviewed and acted upon where necessary.		
			Ensure Records management policy and procedures meet required standards		
			Report on Whistle Blowing.	Ensure the policy and procedures are reviewed as appropriate to ensure staff concerns are addressed	Assessor/Head of Governance
			Provide management, guidance and support timeously.	Report on items raised as appropriate.	
				Ensure that policies are reviewed regularly, advised to the Board and staff briefed.	Corporate Leadership Team
				Monitor adherence to Policy review timetable and encourage Unison input and agreement.	
		Ensure that appropriate guidance is developed, and training given for new tasks introduced.			
			Ensure that policies are available, preferably on the LVJB intranet		
			Ensure an appropriate support structure is in place for all employees		
9	To plan and deliver an organisational development strategy considering	Continue the implementation and development of the Transformation Programme objectives and future Business Strategy.	Undertake continued development of Phase 3 of the LVJB Transformation Programme and progress the function of the Valuation Services Team	Corporate Leadership Team	
			Further development of the Business Strategy		
			Prepare annual Corporate & Service plan and present to LVJB.	Assessor/Head of Governance	

	corporate initiatives to ensure efficiency and quality of service delivery.	Implement, maintain and review the Corporate & Service Plan	Ensure staff awareness of the Corporate & Service plan and their role within it.	Corporate Leadership Team
			Monitor compliance with the Corporate & Service plan on a continual basis and assess at Corporate Leadership Team meetings.	
		Deliver continued corporate improvement	Review internal performance indicators and update KPIs to ensure improvement.	Corporate Leadership Team
			Monitor performance improvement and report at corporate meetings & LVJB. Monitor and report absence levels to measure improvement.	
10	To engage in <i>key partnership working</i> to ensure the integrated delivery of efficient government.	Encourage partnership working with constituent authorities.	Continue partnership working with Finance departments of the 4 authorities.	Corporate Leadership Team
			Continue partnership working with the Returning Officer staff of the 4 authorities.	
			Continue partnership working with the Treasurer to LVJB.	
			Continue partnership working with Planning and Building departments of the 4 authorities.	Assistant Assessors
		Encourage partnership working with public and civil servants.	Continue partnership working with the VOA, SAA, Scottish Government, Electoral Commission, Cabinet Office, National Registers of Scotland, etc.	Corporate Leadership Team
Maintain partnership working with external professional bodies.	Continue partnership working with the RICS, IRRV & AEA professional bodies.			
11	To attract, retain and reward good staff by valuing them through a structure of HR strategies .	Motivated, effective, confident, engaged, and inspiring staff workforce.	To plan and resource the organisation with a flexible, agile, and sustainable workforce through the development of a core staffing structure and recruitment strategies.	HR Manager/ Corporate Leadership Team
			To strive to be an employer of choice and ensure LVJB has a reputable and sought-after employee value proposition to attract, recruit and retain ambitious, confident, and inspiring staff.	
			To strive to embed performance management and enhancement through MyPaTH and to move towards and sustain a culture of high performance supported by clear objectives for achieving optimum performance of all staff.	
			To nurture, develop and retain employee talent by providing relevant and aspirational training and development opportunities.	

			To create a culture of mutual trust and respect between senior management, HR, and all staff, ensuring that we all work together as efficiently and respectfully as possible, through a suite of robust, fair, and equitable HR policies and procedure and via staff consultation and communication channels.	
12	To lead the necessary policies and interventions to support the Health, Safety, and Wellbeing of all LVJB employees.	Provide all necessary health, safety and wellbeing advice and support to LVJB staff.	To schedule and chair regular Health & Safety Committee meetings and take ownership of associated actions. To consider Mental Health initiatives.	HR Manager
		Maintain & develop all HR procedural documentation & information	Review all Health and Safety policies, procedures, and practices in accordance with legislation and best practice.	

LVJB Board Meeting – 30 January 2023
Summary of HR Policies for Review and Approval

Policy Name	New/Updated	Summary of Additions and Amendments
Acting Up Policy and Procedure	New	<ul style="list-style-type: none"> Closely mirrors our existing internal recruitment practices, however, sets out specific guidance on how to manage appointment into an acting up role and procedure to establish appropriate grade of acting up position, particularly for shorter term requirements.
Alcohol, Drugs and Substance Misuse Policy	New	<ul style="list-style-type: none"> New Policy aimed at providing guidance to manage sensitive matters of alcohol, drugs, substance misuse and gambling addiction. Signposts to helpful resources and support.
Management of Capability Procedure	New	<ul style="list-style-type: none"> New procedure intended as an alternative to Disciplinary Procedure in cases where employee underperformance is linked to capability, rather than conduct. Focus on managing and supporting capability issues which are not caused by deliberate behaviour of an employee. Joint responsibility to explore and identify the reasons why an employee may be underperforming and to support the employee to improve.
Maternity Policy	Updated	<ul style="list-style-type: none"> Previously part of “Parental Leave Policy on the Birth or Adoption of a Child” with additional information contained within the “Maternity Information Pack”. Stand alone policy created to enable conciseness and be more user friendly with all maternity information in one place. Duplication removed and format modernised.
Adoption Policy	Updated	<ul style="list-style-type: none"> Previously part of “Parental Leave Policy on the Birth or Adoption of a Child”. Stand alone policy created to enable conciseness and be more user friendly with all adoption information in one place. Duplication removed and format modernised.
Shared Parental Leave Policy	Updated	<ul style="list-style-type: none"> Previously part of “Parental Leave Policy on the Birth or Adoption of a Child”. Stand alone policy created to enable conciseness and be more user friendly with all shared parental leave information in one place. Discrimination reduced by adding guidance for surrogacy/same sex couples. Additional work to be done in the next review to ensure maximum inclusivity.
Employment Breaks Policy	Updated	<ul style="list-style-type: none"> Points of clarification, which the current policy is silent on, have been added. These are highlighted in blue for ease of reviewing. Format modernised.

Policy Name	New/Updated	Summary of Additions and Amendments
Special Leave Policy	Updated	<p>7.0 Parental Leave</p> <p>7.1.1 Updated as per legislation to cover all children under the age of 18. (Previously statutory provision was up to age 5 years and age 18 for those entitled to disability allowance).</p> <p>7.1.3 Added examples of possible reasonable uses of parental leave.</p> <p>7.1.8 Added reasonable reasons for postponement of parental leave.</p> <p>7.1.12 Added clarification that maximum amount of parental leave is linked to each child and not to each employment. For example, An employee is entitled to 18 weeks. If they have used 10 weeks with a previous employer then they can use up to 8 weeks with their new employer if they are eligible.</p>
		<p>8.0 Leave for the Care of Dependants</p> <p>8.1.3 Added clarification that there is no minimum service length that must be accrued to attain this right. All employees are entitled to unpaid time off in an emergency situation.</p> <p>8.2.7 Extended Unpaid Leave for the Care of Dependants consolidated into Leave for the Care of Dependants (LVJB Enhancement section).</p>
		<p>9.0 Bereavement Leave</p> <p>9.2.5 Added that Bereavement Leave is not cumulative. There is no limit to the amount of leave which may be granted in any one year. Managers will consider each application on it's own merits and grant or deny bereavement leave according to the circumstances.</p>
		<p>10.0 Jury Service</p> <p>10.2.3 Added procedural details re paperwork for loss of earnings claims to policy.</p> <p>10.2.5 Added that if an employee reports for jury duty and is dismissed from Court, they are expected to report for work for the remainder of each day on which this occurs.</p> <p>10.2.6 Added that if jury duty coincides with an employee's scheduled annual leave, the employee will be able to reschedule their annual leave for another time.</p>
		<p>12.0 Planned Healthcare for a Child Under Five</p> <p>Increased to 18 years. Reflective of statutory parental leave to 18 years.</p>
		<p>14.0 Reserve Forces Training and Mobilisation</p> <p>Significantly more comprehensive information on procedure especially around mobilisation of reserve forces.</p>
		<p>General:</p> <p>A number of statements were previously included under LVJB enhancement but would apply in any case. Re-structured to clarify this.</p>



Acting Up Policy and Procedure

ACTING UP POLICY AND PROCEDURE	
Approved By	Lothian Valuation Joint Board
Date of Approval	TBC
Owner	Hannah Carruthers, HR Manager
Issue	1
Identity	Acting Up Policy and Procedure
Location of electronic copy	SharePoint
Location of paper copy	Human Resources
Change Authority	HR, CLT and Trade Unions
Review Frequency	Annual or as required by legislation.
Next Review Date	January 2024

Issue	Author	Date	Details of Change
1	Hannah Carruthers	January 2023	New Policy.

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1.0 Aims and Objectives

- 1.1 The aim of this policy is to provide guidance on acting up arrangements to ensure that this is undertaken fairly and consistently across LVJB in accordance with equality and diversity principles.

2.0 Scope of the Policy

- 2.1 This policy applies to all acting up arrangements within LVJB.

3.0 Monitor and Review

- 3.1 This policy has been created and will be maintained in accordance with the LVJB Policy Approval Framework. It has been agreed by CLT (and the Board as required), in consultation with the Trade Union where appropriate.
- 3.2 Human Resources is responsible for monitoring the effectiveness of this policy and supporting procedures and will conduct reviews at appropriate intervals.
- 3.3 Anyone who feels they have been unfairly treated or discriminated against should contact the HR Manager.

4.0 Equal Opportunities

- 4.1 LVJB is committed to equality of opportunity for all its employees and the terms of this policy and its supporting procedures and guidance notes are designed to ensure the fair and transparent treatment for all staff irrespective of age, race, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, sexual orientation, religion or belief, gender or contractual status. An Equality Impact Assessment is undertaken on this policy each time it is reviewed and updated.

5.0 Responsibility for this Policy

- 5.1 Human Resources. Any changes to this policy and supporting procedures will be made in consultation with appropriate bodies.
- 5.2 LVJB reserves the right to update HR Policies in line with new or updated Employment Legislation.

6.0 Principles of Acting Up

- 6.1 "Acting Up" refers to a situation whereby an employee temporarily moves into another position, which is vacant, in order to maintain effectiveness within the organisation. Acting up opportunities are normally offered, in the first instance, to employees already working within a relevant area of expertise.
- 6.2 The employee is required to undertake duties and responsibilities of a higher graded position than the one they currently occupy.
- 6.3 Acting up does not apply where the employee simply has an increase in volume of their normal duties.

6.4 Asking existing employees to act up into higher graded roles can be advantageous as it maintains continuity in the organisation so long as the employee has a sufficient level of knowledge and skills to perform in the acting up position. Acting up should also be seen as an opportunity for development of employees.

6.5 Employees who act up are entitled to return to their substantive post at the end of the acting up period.

7.0 Acting Up Circumstances

7.1 Acting up arrangements are appropriate in circumstances where it is anticipated that there will be an unsustainable gap in the staffing structure for a significant period of time.

7.2 Acting up arrangements may be considered in the following circumstances:

7.2.1 Long Term Absence:

7.2.1.1 In the majority of cases of short-term absence the outstanding workload is managed within the team and the absent employee is not replaced. However, where a member of staff is absent for a medium or long period of time, such as sickness absence, maternity leave, career break, etc, this may mean additional pressure on work colleagues is not sustainable. In such cases the best option may be to act up another employee into the role. It may be easier to manage the gap at the lower-level role where the acting up employee performed previously.

7.2.1.2 Acting up arrangements are not normally necessary to cover periods of annual leave. If, in exceptional circumstances, this is considered necessary, the Manager should liaise with Human Resources to discuss resourcing options.

7.2.2 Vacancies pending permanent recruitment:

7.2.2.1 When a member of staff leaves there can be several reasons why it may take some time to recruit a replacement and it may be best to act up an employee into the vacant position until permanent recruitment can commence.

7.2.3 Cover for Secondments:

7.2.3.1 If a member of staff is seconded to another role, department or organisation for a length of time then it may be necessary for another employee to act into the vacant position for the duration of the secondment.

7.2.4 Cover for Existing Acting Up Arrangements:

7.2.4.1 Where a member of staff is already acting up into a higher position, it may be necessary for another employee to act up into that staff member's existing position.

8.0 Acting Up Procedure

8.1 If a manager is considering acting up arrangements they should contact the HR Manager to discuss taking this forward. Approval must be sought from the Assessor. The following procedure will be followed:

8.2 Establish the Grade of the Acting Up Position

8.2.1 The correct grade of the acting up position must be established.

** We are currently working towards bringing job evaluation in house to LVJB. Awaiting training on CEC JE framework.

8.2.2 The manager, in conjunction with the HR Manager, should determine the scope of the role which needs to be undertaken and the degree to which they expect the acting up employee to fulfil the vacant position.

8.2.3 If the manager expects the acting up employee to fulfil the entire role then the acting up employee should be placed on the same grade which is attached to the acting up position. The acting up employee will normally be placed at the entry scale point of the grade, except where there is a clear and rational reason for an accelerated scale point to be considered.

8.2.4 In cases where the manager does not deem it necessary for the acting up employee to fulfil all of the duties and responsibilities attached to the acting up role then the manager should liaise with the HR Manager to job evaluate the acting up position. The acting up role may be deemed to be at the original grade or below.

8.2.5 In cases where the acting up role has been modified and the grade is determined to be the same grade the acting up employee is currently on then the acting up employee will receive an incremental rise of at least one point on the scale in recognition of their acting up duties.

8.3 Establish the Duration of the Acting Up Position

8.3.1 It is often difficult to know how long cover in the acting up position will be required for and this is likely to depend on the reason the acting up position is vacant.

8.3.2 The manager may be required to make an estimated judgement on the duration of the acting up period depending on the circumstances.

8.3.3 Employees who are affected by the acting up arrangements should be kept informed as far as possible on the likely duration.

8.3.4 Acting up arrangements should be reviewed at least every three months. The need for continuation of the arrangement versus actions to fill the position permanently should be assessed.

8.4 Filling the Acting Up Position

8.4.1 In order to fill an acting up opportunity, the line manager should commence a recruitment and selection process in conjunction with the HR Manager.

8.4.2 A suitable individual is normally one who is qualified to undertake the role or has had significant exposure to the role through their current position. The individual should possess appropriate experience, ability, competency and core skills to undertake the acting up position.

8.4.4 Staff who are temporarily absent due to, maternity leave, etc, must also be informed of acting up opportunities. Their interest should be considered in cases where they are expected to return in time to take up the posting for the expected duration of the assignment.

8.4.5 Where there is more than one appointable employee at the end of the recruitment and selection process, consideration should be given to each employee acting up for a proportion of the time for developmental purposes.

8.5 **Appointment**

8.5.1 Once a suitable candidate for the acting up position has been identified, a fixed term Statement of Particulars in relation to the acting up position will be provided to the employee.

8.5.2 Upon commencement of an acting up arrangement the manager should follow the My PaTH guidance to discuss with the employee their forthcoming activities and objectives and identify appropriate development opportunities. Reviews should be undertaken in accordance with the My PaTH timescales.

8.6 **Extensions to Acting Up Arrangements**

8.6.1 Acting up arrangements should not continue indefinitely, and the manager should remain in regular dialogue with the HR Manager to review acting up arrangements and longer term workforce planning in their team.

8.6.2 Extension of acting up should be fully discussed with the acting up employee and the employee should be kept continuously informed of the likely duration.

8.6.3 If an employee is to act up for longer than was originally anticipated then approval must be sought from the Assessor. The HR Manager will write to the employee confirming the extension of the acting up arrangements.

8.6.4 Where an employee has been acting up for at least six months as at 1st April they will receive an incremental increase of one point if this is applicable to their point on the scale.

8.7 **End of Acting Up Arrangements**

8.7.1 The acting up employee should be given as much notice as reasonably practicable if the acting up arrangement is to come to an end.

8.7.2 The acting up employee is entitled to revert to their substantive post and all associated terms and conditions, including any increments they would have been entitled to in their substantive post during their period of acting up. The return of an individual to their substantive post should be planned with all members of the team who may be affected.

8.7.3 Where an individual returns to their substantive post after a period of acting up, they should be provided with feedback on their performance in the role. The manager should also discuss future personal development with the individual

8.7.4 Where acting up circumstances arose due to a delay in permanent recruitment into a vacancy, the acting up may be coming to an end because the position has now been filled on a permanent basis. The acting up employee may have been permanently recruited into the position. However, in cases

where the acting employee has not been successful in such a recruitment and selection process then consideration should be given to support the employee at this time as their confidence and morale may be affected. The manager should provide considerable feedback on their assessment at selection stage and discuss appropriate development opportunities.

8.7.5 Where employees have been acting up into a position for a considerable period of time it is often perceived that they are entitled to be slotted into the position on a permanent basis, however, where permanent filling of the position is deemed appropriate the manager must undertake a recruitment and selection process, in accordance with LVJB's equality and diversity principles.

9.0 Related Policies

- [Recruitment and Selection Policy](#)
- [My PaTH information](#).



ALCOHOL, DRUGS AND SUBSTANCE MISUSE POLICY

POLICY ON ALCOHOL, DRUGS & SUBSTANCE MISUSE		
Approved By	Lothian Valuation Joint Board	
Date of Approval	CLT:	25 th July 2022
	Unison:	30 th August 2022
	LVJB Board:	
Owner	Hannah Carruthers, HR Manager	
Issue	1	
Identity	Alcohol, Drugs and Substance Misuse Policy	
Location of electronic copy	SharePoint	
Location of paper copy	Human Resources	
Change Authority	Human Resources, Corporate Leadership Team and Trade Unions	
Review Frequency	Annual or as required by legislation	
Next Review Date	January 2024 3	

Issue	Author	Date	Details of Change
1	Hannah Carruthers	29 th June 2022	New Policy

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1.0 Aims and Objectives

- 1.1 This policy is designed to raise awareness of alcohol, drugs and substance related health problems and give clear guidance to both managers and employees as to the action that should be taken where they know or suspect a fellow employee, or any other contractor/visitor, may be misusing alcohol or other substances. This policy seeks to ensure that all workplace issues relating to alcohol and substance misuse affecting employees are dealt with in a supportive and equitable manner.

2.0 Scope of the Policy

- 2.1 This policy relates to all employees of LVJB. The policy will apply equally to all employees, temporary employees and casual workers. Contractors will be required to comply with the principles outlined in this policy for the duration of their service provision, however their own organisation's policies will apply to issues of concern.
- 2.2 The Assessor and HR Manager shall be responsible for communicating the provisions of this policy to all employees and, through appropriate feedback, satisfy themselves that the Policy's provisions are understood. In addition, new employees will be fully informed of these provisions as a part of their induction.
- 2.3 The Assessor and HR Manager shall also seek to ensure that line managers are fully aware of their role and responsibilities in the management of alcohol, drugs and substance misuse. In this regard, training, support and guidance will be provided, as required.
- 2.4 Any case which involves alcohol/substance misuse related problems will be dealt with in the strictest confidence and in line with GDPR. Particular care will be taken to ensure that the confidential nature of personal records of staff with alcohol/substance related problems is preserved.

3.0 Monitor and Review

- 3.1 This policy has been created and will be maintained in accordance with the LVJB Policy Approval Framework. It has been agreed by CLT (and the Board as required), in consultation with the Trade Union where appropriate.
- 3.2 HR is responsible for monitoring the effectiveness of this policy and supporting procedures and will conduct reviews at appropriate intervals.
- 3.3 Any amendments to the policy and procedure will be discussed with the Trade Union.
- 3.4 Anyone who feels they have been unfairly treated or discriminated against should notify the HR Manager.

4.0 Equal Opportunities

- 4.1 LVJB is committed to equality of opportunity for all its employees and the terms of this policy and its supporting procedures and guidance notes are designed to ensure the fair and transparent treatment for all staff irrespective of age, race, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, sexual orientation, religion or belief, gender or contractual status. An Equality Impact Assessment is undertaken on this policy each time it is reviewed and updated.

5.0 Responsibility for this Policy

5.1 Human Resources. Any changes to this policy and supporting procedures will be made in consultation with appropriate bodies.

5.2 LVJB reserves the right to update HR Policies in line with new or updated Employment Legislation.

6.0 Introduction

6.1 LVJB is committed to improving the health, safety and wellbeing of its employees by introducing and promoting policies which encourage healthier lifestyles. LVJB recognises that alcohol and drug misuse are primarily matters of health and social concern. However, when problems relating to these issues arise in the workplace, LVJB, as a responsible employer, must have appropriate strategies and arrangements in place which offer help and support to employees.

6.2 The Health and Safety at Work etc Act 1974 and Misuse of Drugs Act 1971 place a duty of care on LVJB to ensure the health, safety and welfare of all employees. The Health and Safety at Work Act also places a duty of care on employees to consider their own health and safety and that of their colleagues. This duty includes the need to address issues of alcohol and drug misuse in order to protect employees, their colleagues, and members of the public.

6.3 The aim of this policy is to provide a positive and constructive approach to dealing with the misuse of alcohol and drugs and their effects in the workplace, by encouraging identification of alcohol and drug related problems and offering support to employees through a range of options, whilst ensuring appropriate standards of attendance, conduct and performance are maintained.

7.0 Definition of Alcohol, Drugs and Substance Misuse

7.1 For the purposes of this policy, substance misuse is defined as any alcohol or drug use (including legal highs), either intermittent or continual, which adversely affects an employee's health and welfare, social interaction at work, conduct or work performance.

7.2 Within this Policy, the term 'drugs' will include:

- Any illegal drugs (Class A, B, and C);
- Any prescription drugs (whether prescribed for self or others) which have been knowingly misused;
- Any over-the counter remedy or prescription drug taken in excess of the stated dose;
- Legal Highs - plants, chemicals or other substances that have **not** been defined as illegal, and which are used for the purpose of seeking intoxication.
- Any volatile substances or solvents, including lighter gas refills, aerosols, glues, paint thinners, and correcting fluids, with the exception of usage by employees in the normal work context and for their intended purpose.

8.0 Identifying an Alcohol, Drugs or Substance Misuse Problem

- 8.1 An alcohol, drugs or substance misuse problem may be identified by employees themselves, by a line manager or other manager, or as a result of a formal conduct and behaviour, performance management or sickness absence processes. Once a problem has been identified, a confidential meeting between the employee and line manager should take place and subsequent action will be taken based on an examination of all the circumstances of the case.
- 8.2 Colleagues, who have concerns that a fellow employee is involved in alcohol, drugs or substance misuse, should in the first instance notify their line manager.
- 8.3 Alcohol and substance misuse problems often manifest themselves as health problems. Some possible indicators of alcohol, drug and substance abuse are listed below:
- anxiety or depression
 - deterioration in relationships with colleagues
 - sudden mood changes
 - unusual erratic behaviour
 - irritability or aggression
 - fluctuations in concentration and energy
 - persistent lateness
 - short term absences (showing a pattern)
 - impaired work performance
 - deterioration in personal hygiene / appearance
 - increase in accidents
 - a smell of alcohol on the breath

It must be borne in mind that the indicators may have other casual factors but may allow for the identification of alcohol or substance misuse.

- 8.4 LVJB will not normally undertake alcohol and substance testing on employees.
- 8.5 In some circumstances, staff with an alcohol, drug or substance misuse problem will be referred to Occupational Health, and where a dependency problem is identified, the support mechanisms will normally be put in place.
- 8.6 If an employee attributes misconduct or performance problems to alcohol, drug or substance dependency during a Disciplinary, Performance Management or Sickness Absence Management Meeting/Hearing, any formal action will normally be held in abeyance, pending referral for assessment and/or a programme of treatment. Professional support (i.e. referral to a counselling agency) may run concurrently where warranted by the circumstances of the case e.g. related misconduct.
- 8.7 In situations where gross misconduct is alleged and established, admission of an alcohol or drug dependency during the Disciplinary process will not result in formal action being held in abeyance.
- 8.8 Where no dependency issue is confirmed by Occupational Health and where the employee denies there is a dependency issue then LVJB's Disciplinary Procedure will normally be applied.

9.0 Supporting a case of Alcohol, Drugs or Substance Misuse

- 9.1 Employees who volunteer information themselves, or whose manager has identified an issue, or have had problems related to alcohol or drugs confirmed will be treated sensitively and as confidentially as possible. It may be necessary to involve other line managers or the HR Manager as appropriate. The employee will be encouraged to seek help support and assistance which is available from their GP, the Occupational Health Service, Employee Assistance Programme (PAM) or other appropriate agencies.
- 9.2 Employees may attend these agencies either through self-referral or through an Occupational Health or GP Referral. Where the employee is referred by Occupational Health, the manager will be kept informed of progress by further Occupational Health reports. Further information on the Occupational Health Service referral process is available from the HR Manager.
- 9.4 Referral for counselling or treatment will not normally affect the employee's current job role unless they are unfit to fulfil their contractual duties, there is an issue relating to safety, or if their duties conflict with the long-term resolution of the drug, alcohol or substance misuse.
- 9.4 When an employee attends a recommended programme requiring short absences from work, the manager's co-operation is essential to assist the employee's recovery. The Assessor and HR Manager will make every effort to permit reasonable time off with pay during the working day to attend counselling and/or treatment.
- 9.5 Where an employee acknowledges that they have an alcohol, drugs or substance misuse problem, the offer to refer for help and treatment is made on the understanding that:
- If the treatment necessitates long-term absence from work, employees will be considered to be absent due to illness and will produce medical certificates/FIT notes to cover the period(s) of absence.
 - If the employee is absent from work to undergo treatment or has been removed from certain duties for the duration of the treatment, on successful completion of treatment, they will return to their substantive post/ full contractual duties.
- 9.6 Where a treatment programme has been completed but has not been successful the employee's manager will carry out a risk assessment to determine whether it is safe for the employee to return to their substantive post. Any duties identified as being unable to be carried out may be considered an inability to fulfil the full contractual duties of the post.

10.0 Contractual Obligations

- 10.1 A programme of support/treatment does not remove the requirement for employees to be able to competently undertake the contractual duties of their post free from the adverse effects of alcohol or drugs.
- 10.2 If, following return to employment during or after treatment, work performance, absence levels or conduct is again affected as a result of alcohol or drug-related problems, each case will be considered on its own merits. In exceptional circumstances, a further opportunity for assistance and treatment may be offered. In this respect, advice will be sought from the Occupational Health Service.

10.3 If, subsequent to completion of further treatment and support, the employee's standard of work performance, attendance or conduct remains unsatisfactory, or if it is satisfactory throughout the period of treatment only to lapse very soon thereafter, the employee will normally be subject to LVJB's Disciplinary and/or Sickness Absence Management Procedures.

10.4 Disclosure of Driving Licence Disqualification

10.4.1 Some LVJB employees drive as part of their working day. These employees must disclose any driving convictions and/or disqualification to their line manager, including disqualification or convictions from a drink driving offence. Failure to do so may lead to disciplinary action.

11.0 Where Support is Refused

11.1 Employees may be subject to the LVJB Disciplinary Procedure where a dependency issue has been identified but, the employee:

- denies that alcohol or drug misuse is the cause of their problems;
- declines to accept the offer of referral for assessment and/or a programme of treatment;
- discontinues a programme of treatment before its satisfactory completion or;
- level of work performance continues to be unsatisfactory after undergoing treatment.

12.0 Alcohol and Drugs in the Workplace

12.1 Consumption of alcohol or drugs in the workplace is not normally permitted at any time during normal working hours. Exceptionally, alcohol consumption may be permitted as part of an approved workplace event, e.g. retirements or equivalent celebrations. Such events require the prior authorisation of the Assessor or designate.

12.2 An employee who is not considered to have an alcohol or drug-related problem, but who is found to be, or becomes unfit to undertake the contractual duties of their post due to the consumption of alcohol or drugs at any time during the working day, will be sent home for the remainder of that working day. If necessary, they may be accompanied. The matter will be dealt with in accordance with LVJB's Disciplinary Procedure when the employee is fit to return to work.

12.2 Many over the counter medical remedies and prescription drugs can have side effects which can impair an individual's performance and ability to carry out their work in a safe manner. Employees have a responsibility to check with their GP or pharmacist whether any prescription or over the counter medication they are taking has the potential to cause any such impairments and should inform their manager accordingly.

13.0 Useful Resources

13.1 Employees should have access to the advice and services of competent professionals for support in alcohol or substance misuse related problems. Contact can be made confidentially with:

/...

13.1/

- The GP, who has the main duty of care
- A confidential referral to the occupational health Service. This may also lead to a referral of the employee to their GP.
- Our free and confidential Employee Assistance Service:
 - www.pamassist.co.uk
 - Username: CEC
 - Password: CEC1
- Staff should also feel able to talk to their own line manager about any problem they have.

13.2 Useful Websites:

Health and Safety Executive:

- www.hse.gov.uk/alcoholdrugs

Health Scotland:

- <http://www.healthscotland.com/topics/health/alcohol/index.aspx>
<http://www.healthscotland.com/drugs.aspx>

Healthy Working Lives:

- <http://www.healthyworkinglives.com/advice/workplace-health-promotion/drugs-alcohol.aspx>

Edinburgh Alcohol & Drug Partnership:

<http://edinburghadp.co.uk/AdviceAndSupport/Pages/default.aspx>

13.3 Community Networks

- | | |
|---------------------------------------|---------------|
| • Alcoholics Anonymous | 0845 7697 555 |
| • LIBRA (for women by women) | 0131 661 0111 |
| • Al Anon (10.00am – 10.00pm) | 0141 339 8884 |
| • North Edinburgh Drugs Advice Centre | 0131 332 2314 |
| • Samaritans | 0131 221 9999 |
| • Drug Prevention Group | 0131 553 2841 |

Further details of support networks in Edinburgh and East Lothian can be downloaded from the following links:

- [Directory of drug and alcohol support services in East Lothian](#)
- [Edinburgh Alcohol and Drug Partnership – Service Directory](#)

14.0 Relevant Legislation

14.1 Misuse of Drugs Act 1971

Section 8 of the Act allows for the prosecution of “occupiers of premises” who permit the supply of controlled drugs on their premises. It is therefore an offence for an employer to knowingly allow its premises to be used for the production or supply of controlled drugs. Turning a blind eye to such activities is not an option because not taking reasonable action to prevent supply constitutes “permission”.

14.2 Health and Safety at Work Act 1974

Section 2 of the Act places a duty on employers to provide a safe place of work and competent employees. Under section 3 of the Act employers also have a responsibility to look after the health and safety of others, e.g. members of the public, clients.

Under section 7 of the Act employees have a duty to take reasonable care for the health and safety of themselves and of other persons who may be affected by their actions or behaviour at work.

14.3 Equality Act 2010

The Equality Act 2010 (Disability) Regulations 2010 (SI 2010/2128) specifically provide that addiction to alcohol, nicotine or any other substance (except where the addiction originally resulted from the administration of medically prescribed drugs) is to be treated as not amounting to impairment for the purposes of the Equality Act 2010. Alcohol/drug addiction is therefore not covered by the Act.

However, an employee may have a physical or mental impairment that does amount to a disability within the meaning of the Act but which was caused by or was the result of alcohol or drug addiction e.g. serious liver condition or a depressive illness. The cause of the disability is not relevant.

14.4 Road Traffic Act 1988

This sets out the offence of driving or attempting to drive a motor vehicle while unfit through drink or drugs.

15.0 Problem Gambling

Problem gambling is defined as gambling that is disruptive or damaging to you or your family or interferes with your daily life.

When an employee presents with problem gambling, they should be provided with emotional support to identify and accept that they have an issue with gambling and encouraged to seek help.

Provision of practical solutions and tools to enable employees to tackle the financial implications of the problem are also recommended once the employee feels emotionally ready.

15.1 Helpful Resources:

- Our free and confidential Employee Assistance Service:
 - www.pamassist.co.uk
 - Username: CEC
 - Password: CEC1

15.1 NHS Inform – Problem Gambling

Be Gamble Aware.com

Gamblers Anonymous Scotland

Gam Anon Scotland

Gam Care Website

Gambling Education Hub

Citizens Advice – Help with Gambling

Citizens Advice – Help with Debt

Money Helper – Debt Advice

16.0 Local Collective Agreement

- 16.1 This document is a local collective agreement between LVJB and the recognised trade unions and replaces all pre-existing arrangements. Every effort will be made by both parties to ensure that this document will be maintained as a local collective agreement and adjusted by agreement to meet changing future needs. In the event of a failure to reach agreement both parties reserve the right to terminate this local agreement by giving four months' notice in writing. In such circumstances the terms of the local agreement will cease to apply to existing and future employees.

**Management of Capability
Procedure**

DRAFT

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1.0 Introduction

- 1.1 LVJB recognises that expected levels of workplace performance are essential to enable the organisation to achieve its objectives and that the level of performance of all staff directly relates to the level of performance of LVJB.
- 1.2 LVJB is committed to ensuring the required levels of workplace performance are achieved and to supporting and assisting employees to reach and maintain the required level.
- 1.3 This procedure should be used when an employee is not achieving the level that is expected of them in their current role as described in their job description and agreed My PaTH objectives.
- 1.4 This procedure is a framework for dealing with cases of poor performance in a fair and supportive way. It aims to ensure that any employee's ability to achieve acceptable standards of work are addressed clearly, ensure that supervision, training, counselling, and support measures are used to assist the employee to reach the acceptable standard and provide a clear procedure for the termination of employment in cases where the employee is not reaching the acceptable standard of performance.
- 1.5 We endeavour to ensure that concerns over performance are dealt with fairly and that steps are taken to provide support for members of staff who require assistance to achieve and to maintain, the expected level of performance.
- 1.6 Where an employee's capability issues are linked to ill-health these cases should be dealt with under the Sickness Absence Management Policy and Procedure. Further advice and guidance should be sought from the HR Manager.
- 1.7 Where an employee's poor performance is related to a qualifying disability under the Equality Act 2010, then requirements of the Act require the employer to make reasonable adjustments in the workplace and reasonable adjustments to the job, without discrimination. Advice and guidance should be sought from the HR Manager.
- 1.8 Capability and performance management issues which occur while the employee is subject to disciplinary proceedings will usually be heard only after the disciplinary process has been completed. Where the employee's poor performance is related to behaviour rather than lack of application it should be dealt with through the disciplinary procedure.
- 1.9 If you are unsure how to proceed, advice can be sought from the HR Manager.

2.0 Aims and Objectives

- 2.1 The aims of this procedure is to:
 - provide all line managers with a structured framework that supports the management of performance.
 - provide positive means of support for employees to help them overcome issues that prevent them from realising and achieving the required level of performance.
 - allow LVJB to maintain a high quality of service internally and externally, in accordance with our Corporate & Service Plan.
 - ensure all employees are treated fairly and consistently.

- deal with problems of poor performance quickly, equitably and in partnership with the employee.
- allow employees to be supported by a companion at any meeting held as part of this procedure.
- treat any documentation involved in this procedure confidentially and ensure it is only circulated to those directly involved.
- engage the HR Manager at every part of the formal stage of the procedure to review how the procedure is being followed and offer advice and guidance and make sure that the procedure is being followed fairly.

3.0 Definition of Performance

3.1 This procedure is designed to address instances where the employee is lacking in a core area of:

- Knowledge
- Skill
- Ability
- Qualification

3.2 Performance will be assessed in relation to the activities that make up the individual's role and must be determined in accordance with the current contractual obligations of the employee.

3.3 Consideration will always be given to whether poor performance may be related to a medical impairment or disablement and if so, whether there are any reasonable adjustments that could be made to working arrangements, including changing duties or providing additional equipment or training. Where performance is below an expected level and is a consequence of issues relating to ill-health or disablement, the manager must adhere to LVJB's Sickness Absence Management Policy.

4.0 My PaTH

4.1 My PaTH is LVJB's performance framework which links individual objectives, training and development plans and career development with the organisation's overall objectives, strategy and vision.

4.2 The check-ins, mid-year and end of year reviews which form the structure of the My PaTH annual cycle provide an opportunity to identify and address performance issues within the earliest possible timeframe. Performance problems should never be noted, stored and re-introduced at a later date.

4.3 Although not its primary remit, the My PaTH process should enable the manager and employee to determine the reasons for objectives not being achieved and provide an opportunity to discuss factors which have an impact on the employee's contribution.

5.0 Roles and Responsibilities

5.1 It is the manager's responsibility to:

- set realistic and measurable objectives, ensuring these are explained to employees and recorded.
- support employees to achieve the standards set, through provision of support, encouragement and training.
- monitor and review standards of performance.

- encourage open and honest discussions.
- consider and discuss the reasons for performance concerns.
- consider suitability for the role and discuss alternative employment, if appropriate.
- ensure the employee is treated in a fair and consistent manner.
- maintain adequate file notes and records at all stages of the procedure.
- agree timescales for review.

5.2 It is the employee's responsibility to:

- agree, achieve and maintain the required levels of performance.
- participate openly and honestly in all performance discussions.
- consider and discuss reasons for performance concerns, including any mitigating circumstances.
- agree any learning and development needs, including coaching, mentoring or training.
- agree timescales for the next review.
- consider their suitability in their current role and make any suggestions on alternative re-employment opportunities, if appropriate.

6.0 Identifying a Performance Issue

6.1 Good practice strongly recommends that any form of performance that does not meet an expected level should be addressed as early as possible. This aims to prevent the issue from worsening and to avoid condoning the level of unacceptable performance. A manager's awareness of a performance issue should be based on solid and objective information.

6.2 Prior to considering if an unsatisfactory performance issue exists, the manager should consider:

- how they could engage positively with the employee, in regard to the areas of concern.
- does the employee have a clear understanding of their role?
- has the employee requested assistance in removing barriers to achieving their objectives?
- has the employee had opportunities to raise any concerns, difficulties, or relevant matters with the line manager?
- are there any other known factors which may be affecting satisfactory levels of performance?

6.3 In order to determine how the performance issue should be dealt with, the following questions need to be considered:

- what indications are there that the employee is not measuring up to the expectations required by the job?
- are there objective grounds to indicate performance does not meet the expected level?
- have there been complaints about, or criticisms of, the employee's work from stakeholders?
- do the manager's own observations identify a dissatisfaction with the employee's performance?

6.4 Managers should be aware that issues that impact on performance at work can arise because of a variety of reasons and can include:

- personal circumstances.
- changes in the workplace environment, including an increase in workload or procedural change.
- changes in technology.
- ambiguity surrounding work objectives.
- insufficient resources identified and allocated to achieve the objectives.

- qualification, such as loss of driving licence.
- bullying, harassment or conflict with work colleagues.

6.5 It is essential that the manager spend time to identify and assess the reason/s for under-performance. The approach adopted to resolve the performance issue will depend on the circumstances of the employee and should involve a review of all relevant information.

6.6 Performance issues should be dealt with sensitively and with confidentiality and due respect for the privacy of any individuals involved.

7.0 Underperformance/Capability vs Conduct

7.1 The definition of 'capability' refers to an employee's inability to perform work which is expected as part of their job role to a required standard due to insufficient skill level or aptitude. LVJB's Management of Capability Procedure aims to ensure that any employee's ability to achieve acceptable standards of work are addressed clearly, ensure that supervision, training, counselling and support measures are used to assist the employee to reach the acceptable standard and provide a clear procedure for the termination of employment in cases where the employee is not reaching the acceptable standard of performance. The Management of Capability Procedure should be referred to where issues of capability arise. Advice and guidance can be sought from the HR Manager.

7.2 In some instances, performance that continually does not achieve the expected level required by the job can arise because an employee is unwilling to undertake the work to the required standard or because there is a deliberate failure on the part of the employee to perform work to the level of which they are capable and are required to do. This is an issue of employee conduct. When this occurs, if opportunities for improvement fail, or there is a failure to improve, the Disciplinary Procedure should be referred to and advice sought from the HR Manager.

8.0 Informal Procedure

8.1 It is good practice for managers to deal with issues concerning performance informally in the first instance.

8.2 If the manager has a concern about an employee's performance, initially an informal discussion between the employee and the manager should take place. This discussion should focus on the specific performance issues, whilst also providing opportunity for the employee to raise any matters they consider to be pertinent.

8.3 Often, an employee's performance may be negatively impacted by matters which are not directly linked to work. An empathetic and compassionate approach is generally the most appropriate way of enabling the employee to raise, discuss and resolve barriers and challenges they may be facing.

8.4 **The aims of the informal procedure are to:**

- ascertain the reasons why the employee is not achieving the expected performance level.
- determine whether the employee accepts that there is a problem with their performance, and where this is the case, if they respond positively to constructive support that aims to improve their performance.
- assist the employee to improve performance to the required standard.

8.5 It is important to give the employee the opportunity to explore the possible reasons why the employee's performance is not reaching the required standard. This should be achieved by a sensitively handled discussion that is conducted in private, confidential, and free from interruption.

8.6 **The Informal Meeting**

8.6.1 The role of the manager at this stage is to raise awareness of performance concerns.

8.6.2 The manager will invite an employee to an informal meeting to discuss the performance issue. The invitation should include date, time and venue of the meeting, a copy of this capability procedure and a copy of the employee's job description.

8.6.3 At the informal meeting, the manager should:

- be specific about their performance concern/s.
- provide evidence and/or give examples to support their assertions.
- support the employee to describe the situation from their perspective.
- explore the employee's perspective of the issue, through the use of active listening, open-ended and follow-up questions.
- allow the employee to explain any difficulties which they may have had or are having.
- encourage the employee to elaborate on generalities as these may reveal (indirectly) details of the issue.
- be aware of potential contributory factors, such as poor relationships with colleagues, personal matters, loss of credibility or reputation, lack of promotion contributing to de-motivation, insufficient training, increased workload, resource allocation or role ambiguity.
- avoid attributing blame (this takes the focus off finding a resolution).
- shape the discussion so that the real issue is identified, contributing factors are highlighted and possible solutions discussed and agreed.
- allow the employee to ask questions.
- identify any reasons why any measures taken so far have not led to the required improvement.
- establish the required performance improvement.
- agree support to assist the employee to improve to the required standard.
- identify and agree how the required improvement in performance will be measured.
- agree how and where to document updates on performance improvements required. It is recommended that this is captured within the Check In points within My PaTH.
- identify whether there are any further measures, such as additional training or supervision which may improve performance.
- explore temporary alterations to duties, which do not change the job, but allow the employee to develop at a slower pace.
- consider a Performance Improvement Plan for addressing the performance issues with an agreed timescale for improvement (See Appendix 1). Performance Improvement Plans should be saved and filed within the Attachments tab on My PaTH.
- convey the likely consequences if the employee fails to satisfactorily improve their performance.

8.6.4 Responses

8.6.5 When initially addressed the employee's response generally falls into one of the four identified below:

- the employee acknowledges the performance issue and asks for support to resolve it.
- the employee accepts that a performance issue exists, however, they may leave it to the manager to suggest ways to resolve it.
- The employee expresses doubt as to the existence of a performance issue but is willing to respond to the manager's suggestions for improvement. In this case, the manager should discuss and agree the most appropriate actions available with the employee.
- the employee denies the existence of a problem of unsatisfactory performance.

8.6.6 In all cases, managers must adopt a supportive and constructive approach, and help to identify and provide the requisite support.

8.6.7 A written record will be maintained by the manager but will not put on the employee's HR file.

8.7 Methods to Support Achieving the Expected Performance

8.7.1 Once the performance concern has been explored, a number of options are available to support the individual to improve performance. Whilst not exhaustive, below are the more common methods. The most appropriate method, or blend of methods, is specific to the circumstances and is agreed between the manager and the employee. If required, assistance and guidance is always available from the HR Manager.

8.7.2 Individual Development and Interventions:

8.7.2.1 The provision of training to enhance performance. The appropriateness of further development and its delivery should be discussed, mutually agreed, and recorded in My PaTH. Further advice may be sought from the HR Manger or Training Framework Group.

8.7.3 Support and Mentoring:

8.7.3.1 It is good practice to consider pairing the employee with a colleague who is skilled in the work in which the individual employee must improve. This provides the opportunity to share experience, learning and promotes awareness of good practice. The colleague must be chosen sensitively and agreed by all parties as a poor choice in selection could worsen the situation.

8.7.4 Employee Assistance Programme:

8.7.4.1 LVJB provides an independent counselling service, and this may be useful to the employee. Managers should consider referral as and when it is deemed appropriate. Employees may self-refer using the following details:

Website: www.pamassist.co.uk

Username: CEC

Password: CEC1

8.8 Outcome

- 8.8.1 If the manager has accepted the mitigating reasons around an employee's poor performance and it is agreed that the employee can achieve a satisfactory level of performance in the immediate future, no further action will be taken.
- 8.8.2 If the manager still has concerns about the employee's ability to work to the required standard, a Performance Improvement Plan with 'SMART' targets (see Appendix 1) should be agreed with a reasonable review date (normally within **4-6 weeks** of the informal meeting).
- 8.8.3 SMART targets should always be Specific, Measurable, Achievable, Result-focused and Time-bound. Further guidance on SMART targets can be found on [SharePoint](#). For the purposes of this procedure if targets fall out of this scope then they will be deemed to be inequitable. As part of the action plan any areas or outside factors which have been identified as having had an impact the employee's performance, should be addressed; for example, the manager could review an employee's workload or offer an employee more training or a mentor to help support the employee.
- 8.8.4 A clear monitoring and feedback procedure should be established and the employee needs to be clear on what they have agreed to. Before agreeing to an action plan employees have the right to discuss and review the action plan with their trade union representative.
- 8.8.5 Where the working relationship between the employee and their manager has broken down, LVJB may wish to involve an external mediator to discuss and agree an action plan. This mediator will work with the manager and employee to set SMART targets and objectives with both short term and long term deadlines for meeting the targets.
- 8.8.6 The performance improvement plan needs to be agreed by all parties.
- 8.8.7 The consequences of not meeting deadlines should be made clear - that the capability procedure will move onto the formal procedure.
- 8.8.8 The employee can submit a grievance under the grievance procedure if they feel the performance improvement plan imposed on them is unfair.

9.0 Formal Procedure

- 9.1 If, following the performance reviews that took place within the informal stage of the process, there has been no acceptable improvement in performance, a formal approach should be adopted. Advice and guidance from the HR Manager must be sought at this stage.
- 9.2 Prior to commencing the formal procedure, the manager must ensure that the employee has had the necessary support available to them, in a reasonable timeframe, in relation to the undertaking of their role and improving their performance. This timeframe will vary depending on the role and the specific context of each issue. The timeframe will be agreed between the line manager and employee.
- 9.3 The employee should be made aware of the potential consequences of the formal procedure.
- 9.4 At all stages of the formal procedure, an employee is entitled to have a trade union representative or work colleague present and may appeal against the outcome of the formal process at any stage.

9.5 Stage 1 Meeting

9.5.1 Where an employee is failing to perform to the required level in their role after having been given informal support, the concerns will be set out in writing.

9.5.2 The written confirmation of the formal stage 1 meeting will include:

- The stage reached in the performance procedure (formal stage 1).
- A summary of the areas of unsatisfactory performance or examples where the employee has not completed targets on their performance improvement plan.
- Confirmation of the standards of performance required as agreed at the informal stage.
- Any mitigating reasons and any additional support provided to date.
- The date, time and venue of the meeting. This should happen within **10 working days** of the informal procedure ending.
- The right to be accompanied.
- A copy of this capability procedure, a copy of the employee's job description, names and job titles of all those invited to the formal interview.

9.5.3 The purpose of this meeting will be to:

- Allow both parties to outline and explain their position and table evidence as well as call any witnesses that support their case.
- Discuss and agree the precise and specific areas in which the employee's performance does not achieve the expected standard and going through any relevant evidence that the manager has gathered.
- A review of the SMART targets which were set and timescales for improvement.
- Allow the employee to ask questions.
- Allow the employee to answer the points raised and to explain any difficulties which they may have had or are having.
- Identify any reasons why any measures taken so far have not led to the required improvement.
- Discuss the ways and means by which the desired improvement may be achieved.
- Establish how the required performance improvement will be measured.
- Identify whether any further measures, such as additional training or supervision, are required.
- Agree a Performance Improvement Plan for addressing the performance issues with an agreed timescale for improvement. A template is provided in Appendix 1. Performance Improvement Plans should be saved and filed within the Attachments tab on My PaTH.
- Set timescales for a review period within which improvement should be achieved.
- Convey the likely consequences if the employee fails to satisfactorily improve their performance.

9.5.4 The meeting will be held between the manager, the employee and the HR Manager. The employee has the right to be accompanied by a TU Representative or work colleague.

9.5.5 The employee should confirm to the manager who their companion, if any, will be, in advance of the Stage 1 meeting. The companion will be allowed to address the meeting and to respond on behalf of the employee. The companion cannot answer questions on behalf of the employee and can only address the meeting if the employee wants them to. If the manager justifiably deems the choice of companion unreasonable, the employee is entitled to choose someone else to act as companion. If the companion is unavailable to attend the meeting, then the manager should reschedule the meeting to take place as soon as is mutually possible.

9.5.6 If the employee is unable to attend the meeting they must notify the HR Manager in writing as soon as possible and state the reason for not attending. Failure to attend without a good reason may result in a decision being taken in the employee's absence.

9.5.7 Stage 1 Meeting Outcome

9.5.7.1 After the meeting the manager will review all the evidence and decide what action to take or recommend. At this stage the following options are available:

- No further action;
- After reviewing the evidence, a second performance improvement plan (with SMART targets) and deadlines is set, with a date for a review set (normally **4 weeks**) following the meeting;
- Recommend changing working practises – for example a change to the employee's working pattern.
- Recommend training;
- In cases where capability issues are on ill-health grounds, the employee may take sick leave until the employee is certified fit by occupational health.

9.5.7.2 The manager will record the outcome of the Stage 1 meeting in a letter to the employee within **five working days** of the meeting. The letter will include:

- A summary of the meeting discussion.
- The capability issues
- The agreed Performance Improvement Plan (with SMART targets) and deadlines set
- Timescales for a review period (normally **4 weeks**)
- Anticipated date of Stage 1 Performance Review Meeting.
- The employee's right to appeal
- The possible consequences of failing to achieve the required level of performance improvement.
- Make clear that failure to improve performance will result in the employee moving to stage 2 of this procedure.

9.6 Appeals against Decisions

9.6.1 Appeals can be lodged by the employee to the HR Manager within **five working days** of the decision taken in the formal interview.

9.6.2 The appeal will be considered by a more senior manager, in conjunction with HR, within **15 working days** of receipt and the employee will be informed of the appeal decision in writing within **5 working days** of the appeal hearing.

9.6.3 Where an appeal is upheld, the employee will be informed that no further action under the Management of Capability Procedure will be taken. My PaTH informal check-in meetings will resume as normal.

9.6.4 When an appeal is not upheld, the employee will move to Stage 1 Performance Review Meeting.

9.7 Stage 1 Performance Review Meeting

- 9.7.1 The employee's performance will be monitored during the review period and a Performance Review Meeting will be scheduled to take place at an agreed time once any support measures identified/implemented have had a chance to take effect. Normally this is **no more than 4 weeks** after the formal stage 1 meeting, but this time schedule may vary depending on the role.
- 9.7.2 The date and time of the review meeting should be communicated to the employee as early as possible. The employee has a duty to take all reasonable steps to attend the review meeting and has the right to be accompanied by a TU representative or work colleague.
- 9.7.3 At the review meeting, the manager and employee should review the Performance Improvement Plan, discussing and agreeing what, if any, improvement in performance the employee has made. This will generally fall into one of the outcomes below:
- If the desired improvement has been achieved, the employee will have this confirmed. This confirmation will be in writing by the manager. If the level of performance is sustained at the acceptable level, no further formal action will take place and review of the employee's performance should revert back to normal day to day measures and My PaTH check-ins, mid-year reviews and end of year reviews. If the level of performance relapses back to an unacceptable level the Informal Procedure should recommence.
 - If the manager considers that there has been a substantial but insufficient improvement, the review period may be extended and recorded on the Performance Improvement Plan.
 - If the desired improvement has not been achieved, the employee will have this confirmed and will be invited to a Stage 2 Meeting.

9.8 Stage 2 Meeting

- 9.8.1 If, at the Stage 1 Performance Review Meeting, the required performance improvement has not been achieved, a further meeting with the employee will be arranged.
- 9.8.2 The meeting will be held between the manager, the employee and the HR Manager. The employee has the right to be accompanied by a Trade Union representative or work colleague.
- 9.8.3 The employee will be given **at least 5 working days'** notice of the meeting.
- 9.8.4 The written confirmation of the Stage 2 Formal Meeting will include:
- The stage reached in the performance procedure (Formal Stage 2).
 - The updated Performance Improvement Plan.
 - The date, time, and venue of the meeting.
 - The right to be accompanied.
- 9.8.5 The purpose of this meeting will be to discuss and agree:
- A review of the Performance Improvement Plan.
 - The employee must be clearly informed of the precise deficiencies which have continued to be identified in their performance, and, of the required improvement in the standard of their work.

- The support methods that were identified at Stage 1 of the formal process will be reviewed and there will be discussion as to whether these methods should continue or if supplementary methods would be beneficial.
- The employee will be given the opportunity to answer the points made as well as provide any other relevant information.
- Timescales for a review period within which improvement should be achieved.
- Future action which may be taken as a result of the employee failing to satisfactorily improve their performance and the consequences of continuing to fail to meet the agreed performance level must be clearly explained to the employee.
- It may be felt appropriate at this Formal Stage 2 to discuss the potential for redeployment and HR are able to provide more information on this option.

9.8.6 If the employee is unable to attend the meeting they must notify the HR Manager in writing as soon as possible and state the reason for not attending. Failure to attend without a good reason may result in a decision being taken in the employee's absence.

9.8.7 Stage 2 Meeting Outcome

9.8.7.1 After the meeting, the manager will review all the evidence and decide what action to take or recommend. At this stage the following options are available:

- No further action;
- Recommend a time period for a review of progress – set date for review meeting
- Recommend redeployment to another post – this could be to another post with a lower salary. In cases where redeployment is due to ill-health capability then salary and conditions of service will be protected (see Appendix 2);
- In cases where capability issues are on ill-health grounds, the employee may take sick leave until the employee is certified fit by occupational health.

9.8.7.2 The manager will record the outcome of the Stage 2 meeting in a letter to the employee within **5 working days** of the meeting. The letter will include:

- A summary of the meeting discussion.
- The capability issues
- The updated and agreed Performance Improvement Plan (with SMART targets) and deadlines set.
- Timescales for a review period.
- The employee's right to appeal
- Anticipated date of Stage 2 Performance Review Meeting.
- The possible consequences of failing to achieve the required level of performance improvement.
- Make clear that failure to improve performance will result in the employee moving to stage 3 of this procedure.

9.9 Appeals against Decisions

9.9.1 Appeals can be lodged by the employee to the HR Manager within **five working days** of the decision taken in the formal interview.

9.9.2 The appeal will be considered by a more senior manager, in conjunction with HR, within **15 working days** of receipt and the employee will be informed of the appeal decision in writing within **5 working days** of the appeal hearing.

9.9.3 Where an appeal is upheld, the employee will be informed that no further action under the Management of Capability Procedure will be taken. My PaTH informal check-in meetings will resume as normal.

9.9.4 When an appeal is not upheld, the employee will move to Stage 2 Performance Review Meeting.

9.10 Stage 2 Performance Review Meeting

9.10.1 The employee's performance will be monitored during the review period and a Performance Review Meeting will be scheduled to take place at an agreed time once any support measures identified/implemented have had a chance to take effect. Normally this is **no more than 4 weeks** after the formal stage 2 meeting, but this time schedule may vary depending on the role.

9.10.2 The date and time of the review meeting should be communicated to the employee as early as possible. The employee has a duty to take all reasonable steps to attend the review meeting and has the right to be accompanied by a TU representative or work colleague.

9.10.3 At the review meeting, the manager and the employee should review the Performance Improvement Plan, discussing and agreeing what, if any, improvement in performance the employee has made. This will generally fall into one of the outcomes below:

- If the desired improvement has been achieved, the employee will have this confirmed. This confirmation will be in writing by the manager. If the level of performance is sustained at the acceptable level, no further formal action will take place and review of the employee's performance should revert back to normal day to day measures and My PaTH check-ins, mid-year reviews and end of year reviews. (If the level of performance relapses back to an unacceptable level the Informal Procedure should recommence).
- If the manager considers that there has been a substantial but insufficient improvement, the review period may be extended and recorded on the Performance Improvement Plan.
- If the desired improvement has not been achieved, the employee will have this confirmed and will be invited to a Stage 3 Meeting.

9.11 Stage 3 Meeting

9.11.1 If, at the Stage 2 Performance Review Meeting, the required performance improvement is not achieved by the date of expiry of the review in stage 2 of this procedure, a Stage 3 meeting may be convened.

9.11.2 The meeting will be chaired by a senior manager and will also include the manager, the employee and the HR Manager.

9.11.3 The employee will be given **at least 5 working days'** notice of the meeting and has the right to be accompanied by a TU Representative or work colleague.

9.11.4 The written confirmation of the Formal Stage 3 Meeting will include:

- The stage reached in the performance procedure (Formal Stage 3).

- The updated Performance Improvement Plan.
- The date, time, and venue of the meeting.
- The right to be accompanied.
- The letter inviting the employee to the formal stage 3 meeting should make clear that one of the outcomes from this meeting is dismissal.

9.11.5 As with all meetings, the employee will be clearly informed of the continued performance concern and given the opportunity to answer the points made. The manager and senior manager will decide as to whether there is any likelihood of the employee's performance achieving an acceptable level.

9.11.6 If the employee is unable to attend the meeting they must notify the HR Manager in writing as soon as possible and state the reason for not attending. Failure to attend without a good reason may result in the in a decision being taken in the employee's absence.

9.12 Stage 3 Meeting Outcome

9.12.1 If the senior manager considers that an acceptable level of performance could be achieved by the employee, the review period may be extended and recorded on the Performance Improvement Plan.

9.12.2 If the senior manager believes the required performance improvement to be unattainable by the employee, the senior manager may consider a range of options including:

- whether permanent or temporary redeployment is possible (see Appendix 2)
- dismissal on the grounds of capability (normally full notice or payment in lieu of notice).
- In cases where the employee's conduct is called into question, the disciplinary procedure may apply.

9.12.2 A decision to dismiss must be approved by the HR Manger and the Assessor after a full review of the case.

9.13 Right of Appeal

9.13.1 An individual has the right to appeal against any formal action taken against them in line with the formal stage of this policy.

9.13.2 The appeal must state the grounds for the appeal and must be submitted in writing to the HR Manager, within **5 working days** of the Stage 3 outcome.

9.13.3 The appeal will normally be heard by someone senior to the manager who conducted the formal meeting.

9.13.4 If an appeal is lodged, any dismissal does not take effect until the appeal has been heard, but the employee can be suspended on full pay from the date of the decision letter.

9.13.5 If the employee raises any new matters in their appeal, these may need to be investigated appropriately.

9.13.6 The employee will be invited to attend an appeal hearing within **15 working days** of receiving the written request to appeal and will normally be given at least three working days' notice. The employee has the right to be accompanied by a work colleague or by a trade union representative to the appeal hearing.

- 9.13.7 The appeal hearing will be a review of the original decision considering any new information. The outcome of the appeal hearing will be given in writing within **5 working days** of the date of the appeal. The decision at the appeal hearing is final and there is no further right of appeal.
- 9.13.8 Where an appeal is upheld, the manager, employee and HR Manager will discuss and agree the most appropriate, suitable and reasonable way for the employee to move forward in their role within LVJB.

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Appendix 1 - Template Performance Improvement Plan

Employee Name:				
Manager Name:				
Objective	Performance Level Required	Performance Shortfall or Gap	Development Plan: To achieve the required standard	Progress Update Such as performance progress update and notes of any interim reviews and dates
Date of Review:				
Employee Signature:				
Date:				
Manager Signature:				
Date:				

Appendix 2 - Redeployment Guidelines for Capability Situations

General Principles

The opportunity for redeployment is dependent on a suitable vacancy being available. A role cannot be created to achieve redeployment for an individual.

Redeployment is made in agreement and will not be imposed on an employee. However, should the employee refuse an opportunity of redeployment the employee will be fully advised of the potential consequences (i.e. potential dismissal).

Employees who wish to pursue redeployment will need to apply for the vacant role in line with the normal recruitment process. Redeployment will be an open recruitment and selection process alongside other candidates who wish to apply.

Consultation

Working in partnership with the HR Manager, it is the responsibility of the managers involved to highlight the options available to the employee. This conversation should also include retraining and development needs as well as potential secondment opportunities. Consideration must be given to the individual employee's needs and abilities and managers may wish to consider some of the following areas:

- Gaining a clearer understanding of the employees skills, abilities and strengths. This may be by the use of various assessment tools such as practical exercises or psychometric developmental assessment tools.
- Areas in which the employee is currently effective.
- Skills that have been used in the past and are retained by the employee, even if not currently used.
- Specific areas of interest to the employee.
- Areas of interest outside of work that requires skills and abilities that are not currently in use in the work context.
- Employee personal circumstances, such as those that might affect working hours.
- Training and development requirements and availability.

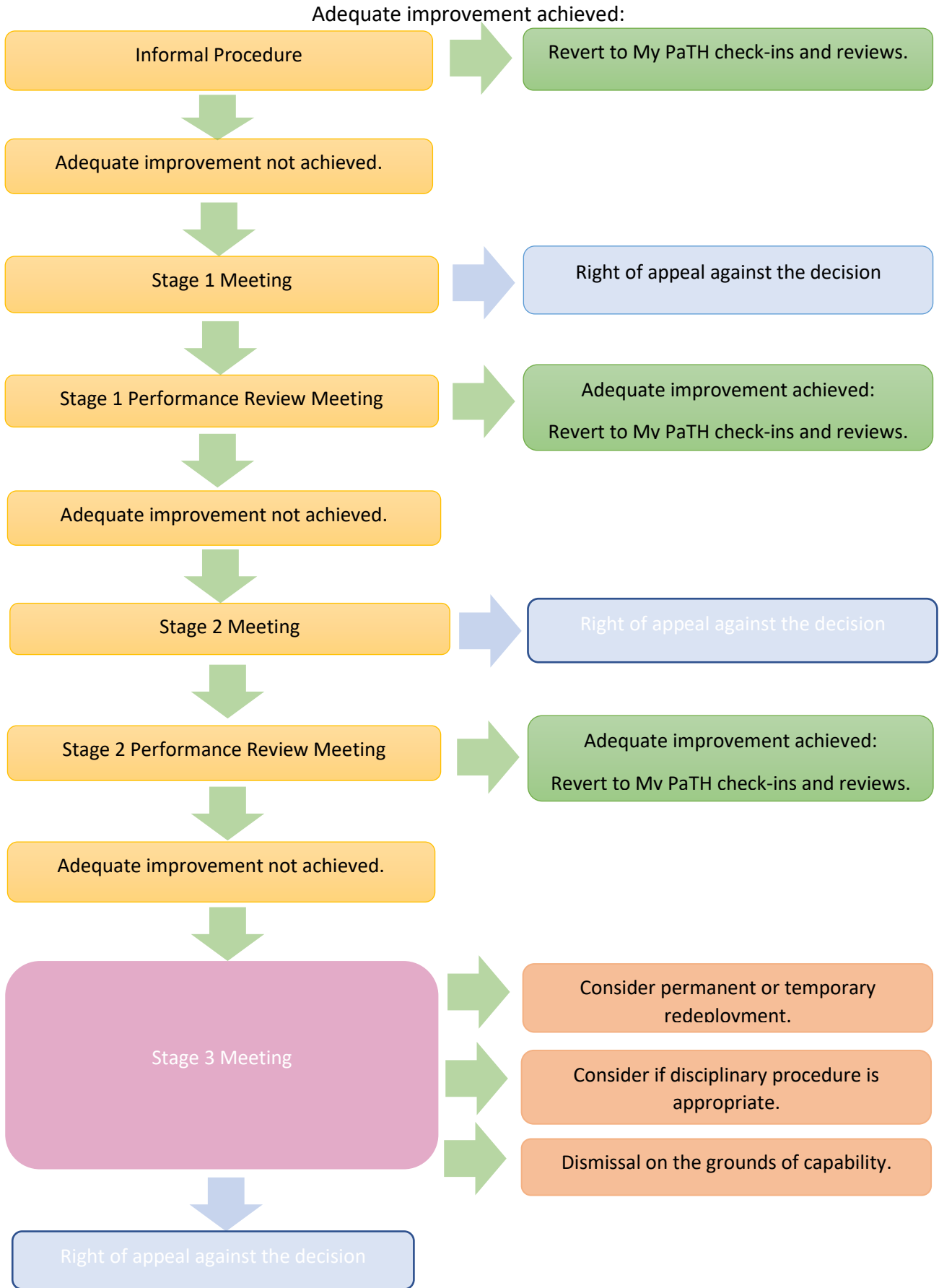
Training and Development

In some cases, the employee will require an element of retraining to the new role, and this may require a specific training plan. Retraining should be relevant, appropriate to ability of the individual and their circumstances and focused on the needs of the redeployment role. Ideally any arrangement should be accompanied by coaching or mentoring as well as potentially on the job training.

Offer of Redeployment

Any offer of alternative employment, or change in terms of employment, will be detailed in writing in a formal offer. This will include a probationary period in the new role. To ensure the employee gets the best start in their new role, a tailored induction plan should be created by the managers involved.

Appendix 3 – Procedure Flowchart



Maternity Policy

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1.0 Aims and Objectives

- 1.1 The aim of this policy is to provide managers and employees with guidance on maternity leave and pay to ensure that this is applied fairly and consistently across LVJB in accordance with equality and diversity principles.
- 1.2 This policy will help LVJB employees to combine family-caring responsibilities with employment responsibilities without adversely affecting their continuity of employment.
- 1.3 Any employee who exercises their right to take leave for family-caring reasons will be protected against detriment.

2.0 Scope of the Policy

- 2.1 This policy relates to all employees of LVJB.

3.0 Monitor and Review

- 3.1 This policy has been created and will be maintained in accordance with the LVJB Policy Approval Framework. It has been agreed by CLT (and the Board as required), in consultation with the Trade Union where appropriate.
- 3.2 Human Resources is responsible for monitoring the effectiveness of this policy and supporting procedures and will conduct reviews at appropriate intervals.
- 3.3 Anyone who feels they have been unfairly treated or discriminated against as part of acting up arrangements should contact the HR Manager.

4.0 Equal Opportunities

- 4.1 LVJB is committed to equality of opportunity for all its employees and the terms of this policy and its supporting procedures and guidance notes are designed to ensure the fair and transparent treatment for all staff irrespective of age, race, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, sexual orientation, religion or belief, gender or contractual status. An Equality Impact Assessment is undertaken on this policy each time it is reviewed and updated.

5.0 Responsibility for this Policy

- 5.1 Human Resources. Any changes to this policy and supporting procedures will be made in consultation with appropriate bodies.
- 5.2 LVJB reserves the right to update HR Policies in line with new or updated Employment Legislation.

6.0 Maternity Leave

6.1 The length of maternity leave is determined by the employee's length of service at the end of the qualifying week (the 15th week before the expected week of childbirth) as follows:

Length of Service at end of Qualifying Week	Maternity Leave Entitlement	Additional Information
Less than 26 weeks	Up to 52 weeks.	<ul style="list-style-type: none"> ❖ Employees are entitled to at least 26 weeks of Ordinary Maternity Leave and 26 weeks of Additional Maternity Leave. ❖ Maternity leave can start on any day of the week. ❖ The earliest date an employee may commence maternity leave is 11 weeks before the expected week of childbirth.
At least 26 weeks	Up to 63 weeks. Latest date of return is 52 weeks after the birth.	<ul style="list-style-type: none"> ❖ The latest date an employee may commence maternity leave is the actual date of the birth. ❖ The earliest date an employee may return from maternity leave is 2 weeks after the childbirth. This period is known as compulsory maternity leave, in accordance with health and safety legislation. ❖ Normal employment terms and conditions continue throughout the period of maternity leave, with the exception of salary, which is modified, as explained in this policy.

7.0 Maternity Pay

7.1 The level of maternity pay is determined by the employee's length of service at the end of the qualifying week (the 15th week before the expected week of childbirth) and is calculated as follows:

Length of Service at end of Qualifying Week	Maternity Pay Entitlement	Additional Information
Less than 26 weeks	Maternity Allowance	<ul style="list-style-type: none"> ❖ Employees who have not been employed by LVJB for at least 26 weeks at the end of the qualifying week do not meet the conditions for Statutory Maternity Pay (SMP). ❖ These employees may claim up to 39 weeks of Maternity Allowance from Gov.UK or their JobCentre Plus Office if they meet the qualifying conditions based on their recent employment and earnings records.

		<ul style="list-style-type: none"> ❖ More information on Maternity Allowance arrangements and qualifying conditions can be found on the Gov.UK website.
At least 26 weeks but for less than one year.	<p>39 weeks comprising</p> <p>Occupational Maternity Pay (OMP)</p> <p>and</p> <p>Statutory Maternity Pay (SMP)</p>	<ul style="list-style-type: none"> ❖ Occupational Maternity Pay (OMP): The first 14 weeks of maternity leave is paid at normal pay (inclusive of any SMP entitlement). ❖ The following 25 weeks is paid at the flat rate of Statutory Maternity Pay. ❖ Earnings must have reached the minimum amount stipulated by the current Lower Earnings Limit. ❖ SMP is paid for a maximum of 39 weeks. The first 6 weeks is paid at 90% of normal pay. The following 33 weeks is determined by the current SMP rates which can be found here. ❖ If the employee is on a fixed term contract which comes to an end after the start of the qualifying week then they will be entitled to receive OMP for the first 14 weeks of their maternity leave or until their contract end date, whichever is soonest. They will continue to receive 39 weeks of SMP from LVJB. ❖ If the employee resigns after the start of the qualifying week they will still be entitled to receive 39 weeks of SMP from LVJB. If the employee has not yet commenced maternity leave then entitlement to SMP will begin either in the week after the employee leaves LVJB or the 11th week before the EWC, whichever is latest.

- 7.2 Maternity pay is given on the understanding that the employee will return to work with Lothian Valuation Joint Board for a minimum of 3 months after their maternity leave has ended.
- 7.3 If the employee does not intend to return to work after maternity leave, their maternity pay will be restricted to 8 weeks normal pay plus any entitlement to SMP.
- 7.4 If the employee is not sure if they are going to return to work, they can choose to receive 8 weeks normal pay and defer payment of any remaining entitlement until a later date. Payment of OMP may be deferred until the employee has resumed work for three months or until they decide they will definitely be returning for at least three months. The balance of any outstanding OMP will be paid to the employee in the next available payroll after they have informed us of their decision to definitely return for at least three months. This is often practical for those employees who do not wish to make a decision on returning to work until after their baby is born.
- 7.5 If the employee intends to return to work and then changes their mind and does not return to work for at least the 3-month period, they will have to pay back the equivalent of 6 weeks' occupational maternity pay, issued at normal pay less any SMP paid. Any period of sickness absence during this time does not count towards the three-month total.

8.0 Notification and Certification Requirements

- 8.1 The employee must inform their line manager and the HR Manager of their intention to take maternity leave as early as reasonably practicable.
- 8.2 The employee should discuss with their line manager:
- The date they wish to commence maternity leave.
 - How any outstanding annual leave will be dealt with.
 - The date the employee expects, at this stage, to return to work.
- 8.3 Maternity leave and pay can only be taken upon completion and submission of the Maternity Notification Form (Appendix 1). Once completed and signed by the line manager it must be given to the HR Manager along with the MatB1 form (provided by the GP or Midwife) no later than the Qualifying Week.
- 8.4 The HR Manager will write to the employee within 28 days of receipt. Their letter will confirm maternity arrangements and entitlements to maternity leave and pay.
- 8.5 If the employee changes their mind about the date they want to start their leave, they will need to give their line manager 28 days' notice of a new start date, in writing, where this is reasonably practicable.

9.0 Time off for Antenatal Care

- 9.1 All employees are entitled to take reasonable paid time off work to attend antenatal appointments, as advised by their GP or Midwife. Evidence of appointments must be provided if requested by the line manager. The employee should arrange appointments to minimise disruption to their work as far as reasonably possible.
- 9.2 Throughout pregnancy there is regular care provided, either at a hospital or ante-natal clinic, or with a GP or community midwife. This is to make sure that mother and baby are fit and well, to check that the baby is developing properly, and is far as possible, to prevent anything going wrong. This is the time to get answers to any medical questions or worries and discuss plans for the baby's birth.
- 9.3 Preparation for labour classes are also important, especially for a first baby. Classes are held at hospitals, local clinics and health centres. Most of these classes will take place in the last three months of pregnancy when maternity leave may have commenced, but if working later into pregnancy, reasonable time off work is granted, with pay, to attend these classes.

10.0 Sickness Absence

- 10.1 If an employee is absent from work during pregnancy owing to sickness they will receive normal occupational sick pay as detailed in the Sickness Absence Management Policy and Procedure.
- 10.2 If the employee is absent from work due to a pregnancy related illness after the beginning of the 4th week before their expected week of confinement, then maternity leave will start automatically.

11.0 Health, Safety and Wellbeing

- 11.1 LVJB aims to provide a safe working environment, taking any necessary precautions. As soon as an employee notifies their line manager that they are pregnant a workstation assessment should be carried out. The employee should discuss this with their line manager and HR Manager.

- 11.2 It is important to let the HR Manager know of any special needs or concerns.
- 11.3 Particularly during pregnancy and returning to work after giving birth, the following guidelines should be considered:
- Avoid manual handling.
 - Do not lift heavy loads.
 - Try to avoid either sitting or standing for long periods.
 - Vary routine.
 - Ensure workstation is adjusted correctly.
 - Avoid unnecessary exertion.
 - If feeling faint or tired have a rest.
- 11.4 If an employee is pregnant or have recently given birth, or is breastfeeding and cannot carry out their normal duties because a health and safety risk has been identified, they must be offered suitable alternative work and transferred to that post, if it is suitable to do so.
- 11.5 If no suitable alternative work is available, then they will not be required to work but will continue to be paid their normal pay ie suspended on health and safety grounds. Suspension will last until either alternative work is found, or maternity leave starts or the health and safety risk has been resolved.
- 11.6 It is important for employees to take care of their health throughout your pregnancy but particularly in the early months of pregnancy when the baby's organs are being formed. During the first few months of pregnancy employees may feel sick or tired.
- 11.7 Lunch and rest breaks should be utilised. If possible, employees should eat something before starting work in the morning or alternatively a snack later when feeling better. The Joint Board is committed to protecting the health, safety and welfare of its employees. An assessment of any potential risks for new and expectant mothers (ie an employee who is pregnant, has given birth within the previous 6 months or who is breastfeeding) will have been included in the general risk assessment process. This includes manual handling, exposure to chemicals and working conditions.
- 11.8 If new or expectant mothers are concerned about any aspect of their work they should contact their manager or the HR Manager.
- 11.9 Display Screen Equipment**
- 11.9.1 Whilst research shows that there is no evidence of a link between problems with pregnancies and display screen equipment such as pc's (which includes concerns about radiation, posture and stress), the Joint Board recognises that some new and expectant mothers may still have concerns about operating such equipment. New and expectant mothers who have such concerns can be considered for a transfer away from display screen equipment duties for a temporary period of time.
- 11.9.2 Concerns regarding continued use of display screen equipment should be noted with the line manager. Wherever possible, alternative work will be found within the same section. Any transfer from display screen equipment work will be on the existing salary grade and conditions of service.

11.10 Smoking

11.10.1 Smoking during pregnancy can cause harm to a developing baby. There is a greater risk of babies being born prematurely and there is a higher chance of complications when the baby is born. Premature babies are often lighter and low birth weight may lead to problems during and after labour. The baby may be more susceptible to infections. Smoking also affects the baby's brain development and their general health. These effects have been shown to last into childhood and beyond.

11.10.2 There is also evidence that partners who smoke affect the baby's health – whether or not the pregnant mother smokes herself. The Joint Board recognises that all employees are entitled to breathe air unpolluted by tobacco smoke whilst at work.

11.10.3 Toddlers and children grow up healthier in a smoke-free environment. Advice and guidance on stopping smoking can be found [here](#).

11.11 Alcohol

11.11.1 There is no clear evidence that occasional and light drinking in pregnancy is harmful but research shows that heavy or frequent drinking can seriously harm a baby's development. To be on the safe side, stop altogether or stick to no more than one or two 'units' (e.g. a small glass of wine or single measurement of spirit) once or twice per week.

11.12 Medicines and Drugs

11.12.1 Any drug may affect a mother or their growing baby. Therefore, it is important to declare pregnancy to medical staff if prescribed any medication. When buying any medicine at a pharmacy or chemist, advice should be sought regarding the effect on pregnancy. Always check the label yourself as well.

11.13 Diet during pregnancy

11.13.1 Healthy eating in pregnancy is no different from healthy eating at other periods in life. There are certain foods that should be avoided during pregnancy because of their risk of being contaminated with bacteria. The foods to avoid include soft, ripened cheeses, pates, unpasteurised milk, raw or undercooked eggs and ice-cream from soft whip machines. For further information, consult your GP or obtain information from Lothian Health Resource Centre (see list of useful contacts).

11.14 Exercise during pregnancy

11.14.1 Exercise can help with all stages of pregnancy – from conception to recovering from the birth and those early days with a new born.

11.14.2 Unless advised by your doctor not to exercise for a particular reason, keeping fit and healthy during pregnancy is important for wellbeing and that of the baby.

11.14.3 Particular care should be taken to look after your back during pregnancy, (particularly during the latter stages) as it starts to take the strain of your growing baby. Exercise in the pregnancy can be of great benefit.

11.14.4 For more information on exercise during pregnancy and what types of exercises are recommended, the websites NHS Direct and BBC Parenting/Having a Baby/Exercise have some useful information.

11.15 Risk Assessments

11.15.1 Under the Management of Health and Safety at Work Regulations 1999 the Joint Board is required to assess risks to all employees and to do what is reasonably practical to control these risks. The Joint Board is also required to take into account risks to new and expectant mothers while assessing risks in the work activity. If the Joint Board cannot avoid a risk by other means, it will make changes to the working conditions or hours of a new or expectant mother, offer her suitable alternative work, or if that is not possible, suspend for as long as necessary to protect her health and safety and that of her baby.

11.15.2 The Joint Board will aim to meet these requirements as soon as it has been notified in writing that the employee is pregnant, has given birth in the last six months, or is breast-feeding.

11.16 Prescriptions and Dental Treatment

11.16.1 Prescriptions and dental treatment are free during pregnancy, for a year after the birth, and for all children. GP and Dental practices can provide more information and details.

12.0 Keeping in Touch

12.1 General Contact

12.1.1 The employee and line manager should maintain reasonable contact during the maternity leave. This gives the opportunity to discuss return to work plans, any job vacancies, development opportunities or significant workplace developments and helps keep the employee updated during the absence.

12.1.2 Reasons for making contact should be agreed prior to maternity leave commencing, including the frequency and type of contact, e.g. home visits, phone, text, whatsapp, email, etc. Contact should not be forced and should be flexible to being amended during the maternity leave should circumstances change.

12.1.3 Reasonable contact during maternity leave does not constitute work and does not count toward the 10 Keeping in Touch Days.

12.1.4 Contact with colleagues of choice should also be considered and established prior to maternity leave commencing. This is normally on a more informal basis.

12.2 Keeping in Touch Days

12.2.1 In addition to general contact, the employee is able to attend work for up to 10 days during their maternity leave without bringing their maternity leave to an end.

12.2.2 These days should normally be used for the employee to keep up to date with developments in their role and their team such as attending training and development, conferences, team away days, etc, but can be used for other aspects of work if desired by both parties, particularly aspects which may make the return to work easier.

- 12.2.3 The reason for attendance should be agreed between the employee and their line manager prior to the keeping in touch day.
- 12.2.4 Any work carried out in a day constitutes one day of keeping in touch, i.e. if an employee attended work for a team meeting which lasted two hours only, this would count as one day of keeping in touch.
- 12.2.5 Where an employee attends work for a keeping in touch day, they should complete the “Keeping in Touch Days Payment Form” and submit this to Payroll. Submission of this form will enable the employee to be paid for the hours worked on the keeping in touch day. This payment is calculated on their normal hourly rate. OMP will not be paid in addition to any hours being paid at normal rate, however, LVJB will continue to pay SMP on these days.
- 12.2.6 Keeping in touch days are not compulsory and are in agreement between the employee and their line manager. Where practicable, activities and timing of KIT days should be discussed and agreed before the maternity leave period begins.
- 12.2.7 Keeping in touch days must not to be undertaken within first two weeks immediately following the birth of the child.
- 12.2.8 Keeping in touch days should not replace a return to work induction but should be used in conjunction with this.
- 12.2.9 Any day or part of a KIT day worked will count as a Keeping in Touch Day and does not extend the maternity leave period. Normal pay will be paid for each KIT day worked (pay will be pro-rated for a part day worked) and is inclusive of any Statutory Maternity Pay or Maternity Allowance. If a salary sacrifice arrangement is in place, a deduction will be made from the payment to cover the equivalent of a day’s (or part day) worth of salary sacrifice payment. Any entitlement to SMP will not be affected.

13.0 Annual Leave

- 13.1 Employees who are on maternity leave continue to accrue annual leave at their normal rate. This can often lead to a build up of accrued annual leave.
- 13.2 The line manager may wish to agree with the employee that they may carry forward annual leave in these circumstances, however, HR recommend that the employee takes at least the minimum holiday entitlement, as noted in the Working Time Directive (28 days per year for full time staff), in each holiday year.
- 13.3 Many employees use their accrued annual leave to extend their maternity leave on a paid basis or to facilitate a phased return to work, enabling them to return to being paid at their normal rate.
- 13.4 HR recommends that use of accrued annual leave is discussed and agreed between the line manager and the employee as early as possible to enable them to plan for cover of the employee’s workload while she is on maternity leave.

14.0 Miscarriage and Stillbirths

- 14.1 In the unfortunate event that the baby is stillborn (born dead after 24 weeks of pregnancy), all the maternity rights stated in this policy will apply in the same way as with a live birth.

- 14.2 If the employee has a miscarriage prior to the start of the 25th week of pregnancy they will not be entitled to maternity leave or pay. Absence from work in this instance would be arranged under the Sickness Absence Policy, Compassionate Leave or Annual Leave.
- 14.3 If the employee had planned not to return to work after their maternity leave ended but their child dies, then they are entitled to return to work provided:-
- (i) we have a suitable vacancy (not necessarily the same post at the same grade and salary);
 - (ii) they provide a doctor's statement saying that they are medically fit to return to work and
 - (iii) they give us reasonable notice.
- 14.4 In these circumstances, we would expect that the employee returns to work no later than the date on which their maternity leave entitlement would have ended had their baby lived.

15.0 Payment of Pension Contributions

- 15.1 Employees will continue to contribute to their pension scheme while on maternity leave.
- 15.2 Where an employee elects to take a period of unpaid additional maternity leave both they and LVJB will cease to pay contributions. This period of time will not count as pensionable service. The employee must decide when returning to work if they wish to make up the difference and pay back their unpaid contributions so that this period will count as pensionable service again. These additional contributions will be calculated based on the employee's last payment before commencing maternity leave. This may be paid in instalments in agreement with Payroll. If the employee wishes to pay back these contributions then they must notify HR and Payroll upon their return to work, otherwise, they will be deemed by the pension fund to have a break in service which will effect their final pension calculation.
- 15.3 Further information can also be obtained from Lothian Pension Fund: <http://www.lpf.org.uk/>

16.0 Return to Work

- 16.1 The earliest date an employee may return from maternity leave is 2 weeks after the childbirth.
- 16.2 HR will write to the employee one month prior to their proposed date of return requesting that the employee completes the "Return to Work after Maternity Leave Form". This will enable HR and Payroll to make any necessary adjustments to the employee's salary should they decide to amend their return date while on maternity leave.
- 16.3 Planning for the employee's return to work should ideally commence no later than four weeks before the date of return. If the employee has been absent for a significant period of time then re-induction and re-training may need to be considered, especially if significant changes have occurred within the team or organisation in their absence.
- 16.4 Prior to a return to work, it may be beneficial to increase the level of contact between employee and manager and possibly use the Keeping in Touch Days to help to plan and facilitate a return.
- 16.5 Employees have the right to return to the post they were doing before they went on maternity leave. This means on the same contract of employment and on terms that are no less favourable.

16.6 If an employee cannot return to their previous job because the post has been made redundant or because there has been an organisational review that has changed the original job, then they are entitled to be offered a suitable alternative post, where a vacancy exists.

16.7 The Joint Board is committed to encouraging women to return to work after they have had a baby. It is recognised that parents may wish to alter their patterns of working so they can combine their work and family responsibilities. The Joint Board has a range of initiatives available which can help. Working arrangements can include Part-Time Working, Flexible Working Hours, Compressed hours working, Hybrid Working, etc. These flexible working options are available to all Joint Board employees.

16.8 Requests by employees to change their existing arrangement will be entirely voluntary. There will be no automatic right for employees to have a request approved. Requests will be considered with regards to business needs. Employees making a request will have to demonstrate that they have considered how their work responsibilities will continue to be met under the preferred work option and how any possible difficulties could be overcome.

17.0 Breastfeeding and Returning to Work

17.1 If an employee is breastfeeding their child, they may wish to continue to do so when they return to work. If they do, they are entitled to the following:

- paid time off and access to a private room or area (not a toilet) to express breast milk;
- a refrigerator to store expressed milk; and/or
- unpaid time off during normal working hours to breastfeed their baby, if it is being cared for somewhere within close proximity to the normal place of work.

18.0 If you choose to resign

18.1 If an employee decides not to return to work at the end of their maternity leave, they should contact their Line manager to tender their resignation in writing. The employee will be invited to a meeting with their line manager if appropriate to discuss the reasons for resigning and whether there are any alternatives that could be considered to help them remain at work.

18.2 If the employee has taken full maternity pay and does not return to work for at least 3 months, they will be required to repay 6 weeks maternity pay issued to them at normal pay less any Statutory Maternity Pay paid as part of the 6 weeks pay.

19.0 Useful Contacts:

- [Statutory Maternity Pay and Leave for employers and employees - GOV.UK \(www.gov.uk\)](http://www.gov.uk)
- [Department of Work and Pensions – Local Offices](#)
 - Benefits for low income families
 - Lone Parent Benefits
 - Child Benefit
- Childcare Options – [Care Commission](#)
- Childcare.co.uk

- Gov.Scot Early Education and Care

20.0 Related Policies

- Adoption Policy
- Shared Parental Leave Policy
- Special Leave Policy
- Paternity Leave Policy
- Flexible Working Policy

21.0 Local Agreement

- 21.0 This document is a local collective agreement between the Board and the recognised Trade Unions. Every effort will be made by both parties to ensure that this document will be maintained as a local collective agreement and adjusted by agreement to meet changing future needs. In the event of failure to reach agreement, both parties reserve the right to terminate this local agreement by giving four months' notice in writing. In such circumstances the terms of the local agreement will cease to apply to existing and future employees.

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Appendix 1 - Maternity Timeline and Checklist of Dates

Week	Action	Date
-15	<p>This is your qualifying week.</p> <p>You must have informed your Line Manager and HR of your intention to take maternity leave.</p> <p>Your length of service at this date gives you the following pay entitlement:</p> <ul style="list-style-type: none"> ▪ Less than 26 weeks = Maternity Allowance. ▪ 26 weeks or more = OMP + SMP. <p>(If you resign from this week onwards you will still be entitled to SMP if you have sufficient service as stated above).</p>	
-11	This is the earliest you can commence maternity leave.	
-4	If you are absent from work with a pregnancy related illness from this week onwards then your maternity leave will automatically commence. You must keep HR informed of your reason for absence.	
EWC	<p>This is the week in which your baby is due to be born.</p> <p>The latest date you can start your maternity leave is the day your labour begins.</p>	
+2	This is the earliest week in which you may return to work if your baby was born in the EWC.	
+39	Depending on your date of commencement of maternity leave, this is the latest date that you will continue to receive maternity payment.	
+52	If you have opted for additional unpaid maternity leave, this is the latest week that you can continue to be on leave. Any further leave would be taken on an annual leave basis.	

Appendix 2 - Glossary of Terms

<p>Expected Week of Confinement (EWC) (Also known as the Expected Week of Childbirth).</p>	<p>This is the week in which your GP or Midwife expects the employee to give birth. This week is documented on the MatB1 form.</p> <p>‘week’ in this context means the period of seven days, beginning with midnight on Saturday/Sunday, in which birth is expected to take place.</p>
<p>Qualifying Week</p>	<p>This is the 15th week before the Expected Week of Confinement.</p>
<p>MatB1 Form</p>	<p>This is a certificate from the employee’s GP or Midwife confirming the expected week of childbirth. The form should have the GP’s name and address or the Midwife’s name and registration number on it.</p>
<p>Statutory Maternity Pay (SMP)</p>	<p>This is a payment made to the employee by LVJB which is from the Government.</p> <p>To qualify for SMP the employee must have been employed by LVJB for at least 26 weeks prior to the Qualifying Week and earnings must have reached a minimum amount (Lower Earnings Limit) by the end of the Qualifying Week.</p> <p>Entitlement to SMP commences on the first day of maternity leave and comprises of 6 weeks at 90% of normal weekly pay, followed by 33 weeks at a weekly rate which is specified by the Government each year.</p>
<p>Occupational Maternity Pay (OMP)</p>	<p>This is a payment made to the employee by LVJB from week 7 to week 39 (or until the employee returns to work) which is in addition to SMP. It is calculated at 50% of normal salary.</p> <p>If the employee does not return to work for a period of at least three months after maternity leave then they will be required to repay all OMP.</p>
<p>Maternity Allowance (MA)</p>	<p>This is a payment made to the employee by JobCentre Plus if they do not qualify for SMP. HR will provide the employee with a SMP1 form which should be completed and forwarded to their nearest JobCentre Plus office.</p>
<p>Continuous service</p>	<p>Continuous service with the Lothian Valuation Joint Board (or its predecessors) any local authority or appropriate employer listed in the Redundancy Payments (continuity of Employment in Local Government, etc) (Modification) Order 1999.</p>

Dependant	<p>A spouse, partner, child, parent or person living in the same household (excluding tenants, lodgers or boarders) or other person who relies on an employee:</p> <ul style="list-style-type: none"> a. for assistance in the event of illness, injury or assault, or b. to make arrangements for the provision of care in the event of illness or injury.
Nominated Carer	<p>is a person nominated by the mother/adopter to assist in the care of the child and to provide support to the mother/adopter at or around the time of the birth/adoption placement.</p>
Parent	<p>a mother, father, guardian, foster carer or some other person with parental responsibility.</p>
Keeping in Touch Days	<p>Keeping in Touch Days allow you to do up to 10 days work during your maternity leave without losing maternity pay or bringing your leave to an end, except during the 2 week compulsory maternity leave period. These days are particularly useful for things such as training or team events or any form of work, and should make it easier to return to work after your leave.</p>
Week's Pay	<p>If your pay does not change with the amount of work done over the period, a week's pay is the amount the LVJB pays the employee under their contract of employment for working their normal hours in a week.</p> <p>Where there are no normal working hours, a week's pay is the average pay over the 12 weeks before the date on which the last complete week ended, excluding any week where the employee did not get any pay.</p>

Maternity Leave and Pay Notification Form		
Employee Details		Additional Notes
Employee Name		
Job Title		
Department		
Line Manager Name		
LVJB Start Date		
Maternity Leave and Pay		
Expected Week of Childbirth (copy of MatB1 must be attached).		
Proposed date of commencement of Maternity Leave (not binding).		
Proposed date of return after Maternity Leave (not binding).		
I would like to have my OMP payment deferred until I have returned to work for three months after my Maternity Leave.	Yes/No/Not applicable	
Employee signature		
Date		
Line Manager signature		
Date		
For HR use only		Additional Notes
Copy of MatB1 attached	Yes/No	
Length of service at LVJB		
Entitled to SMP	Yes/No	
Entitled to OMP	Yes/No	
Application for Maternity Allowance	Yes/No	

Return to Work after Maternity Leave Notification Form		
Employee Details		Additional Notes
Employee Name		
Job Title		
Return to Work Details		
I intend to return to work at the end of my Maternity Leave.	Yes/No	
Last day of Maternity Leave (This is the day before your full salary should be reinstated)		
I intend to use annual leave to delay my return to work or to facilitate a phased return to work.	Yes/No	
Details of use of accrued annual leave.		
Return Date (This is the date you will be back "in the office")		
Details of return to work induction required.		
Employee signature		
Date		

Keeping in Touch Payment Form

Section A: Employee Details

Employee Name:	
Job Title:	

Section B: Details of Work Carried Out

Date(s) of Work	
Total Hours Worked	

Section C: Authorisation

Employee Signature:		Date	
Line Manager Signature:		Date	

You must now forward this form to Personnel and Finance.

Appendix 3 - Maternity FAQs

Question 1

Reference is made to continuous service when determining entitlement to maternity leave/pay. What does 'continuous' mean?

Answer

Continuous service means service with the Joint Board (or its predecessors), any local authority or appropriate employer listed in the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999. There must be no break at all for service to be counted as continuous, except where an employee returns to local government service following a break for maternity reasons and that break has not exceeded eight years and no paid employment has intervened.

Question 2

What if my baby is born early or late?

Answer

This will not affect your rights to maternity leave/pay. However, as the latest date you can remain on maternity leave will depend on the actual week in which your baby is born you should let the officer identified know the exact date of birth as soon as possible and they will confirm the date up to which you may remain absent.

Question 3

What if I have two jobs with the Joint Board?

Answer

Provided you have two separate contracts of employment you will be entitled to qualify for maternity pay under each contract. Maternity leave does not have to be taken from both jobs at the same time but maternity pay will only be payable for each job at the point you stop working. The overall period of leave is not affected by having two jobs.

Question 4

What happens if I am absent on sick leave immediately prior to taking maternity leave?

Answer

Sick pay can be paid up to the date of maternity leave. However, sick pay cannot be paid after the 4th week before your baby is due if the illness is pregnancy related. In such cases your maternity leave will be deemed to have commenced from the day following the first day of absence from work because of a pregnancy-related illness.

Question 5

What if sickness prevents me from returning to work at the end of my maternity leave?

Answer

Provided you submit a doctor's certificate you will be treated as being on sick leave.

Question 6

What will happen if I fail to return to work for the required period (3 months) after my maternity leave?

Answer

You will have to refund the Joint Board the equivalent of 6 weeks maternity pay paid at normal pay less any SMP paid as part of that 6 weeks pay.

Question 7

Will my maternity pay be taxed?

Answer

Yes, income tax and National Insurance contributions will be deducted from your maternity pay as appropriate.

Question 8

What deductions continue to be made in respect of my pension scheme contributions during maternity leave?

Answer

- a. If you are a member of the Local Government Pension Scheme you will be required to continue to make pension contributions on that pay, even if you do not intend to return to work. With regard to unpaid maternity leave, you can decide yourself whether you wish the unpaid period to count towards your pension by paying contributions on your return to work. If you decide to pay contributions to cover your unpaid maternity leave, such contributions would be based on the maternity pay you received immediately before your unpaid leave started.
- b. If you contribute to a personal pension you should discuss this matter with the 'provider' of your personal pension.

Question 9

Will I lose my entitlement to maternity pay if I work beyond the 4th week before my EWC?

Answer

No, you can work right up to the week your baby is due, if you are fit, without losing any entitlement to maternity pay.

Question 10

What will my entitlement to annual leave and public holidays be during my maternity leave?

Answer

You will accrue entitlement to annual leave and public holidays during your maternity leave (irrespective of whether you are on paid leave or will be returning to work). To avoid operational difficulties any outstanding leave may be taken before you go off on maternity leave or immediately before you actually come back to work.

Any leave taken will count towards the 3 month period you are required to return to work.

Question 11

What happens in the event of a still birth or the death of the child?

Answer

- a. If the baby is born after 24 weeks of pregnancy your entitlement to maternity leave/pay and the right to return to work is unaffected. If the baby dies before 24 weeks of pregnancy you would be entitled to sick leave/pay in accordance with the Joint Board's Sick Pay Scheme.
- b. If you resign from work to have a baby, but the child does not live, you will be entitled to return to work but not necessarily to your previous job. Any return to work in these circumstances must be within the maximum period allowed for maternity leave.

Question 12

Will my entitlement to incremental progression or any awards be affected by my maternity leave?

Answer

No, maternity leave will not affect any entitlement you may have to incremental progression within your grade or the benefits of a pay award.

Question 13

Will the period of my maternity leave count towards my service for increased annual leave?

Answer

Yes, the whole period of your maternity leave shall be taken into account when calculating your period of continuous service for annual leave, sickness allowance, period of notice or further maternity leave.

Question 14

Can I take unpaid parental leave immediately following maternity leave?

Answer

Yes, you can take unpaid parental leave immediately following maternity leave (or maternity/adoption support leave or adoption leave). Such requests cannot be postponed.

Question 15

What is a 'KIT' Day?

Answer

A KIT day is what is known as a 'Keeping in Touch' Day and has been introduced as part of the Work and Families Act 2006 which came into effect on 1st April 2007. You are entitled to do up to 10 days work during your maternity leave without losing maternity pay or bringing your leave to an end, except during the 2 week compulsory maternity leave period.

These 'Keeping in Touch' Days may only be worked if both you and your manager agree. Although particularly useful for things such as training or team events, they may also be used for any form of work and should make it easier to return to work after your maternity leave. The use of KIT days is optional, a manager cannot insist you carry out any work and you cannot insist on being given work to do.

Question 16

What do I do if I want to use a Keeping in Touch (KIT) Day?

Answer

If you want to use KIT Days, you should contact your line manager to discuss this in more detail and to agree the necessary arrangements, such as date, time, number of hours, type of work – i.e. training, team meeting etc and once you have done so, complete the form entitled 'Form to Request a Keeping in Touch Day (KIT Day)' and submit this to your line manager for approval.

Question 17

What will I get paid for a KIT day if I choose to work?

Answer

You will receive a normal days pay for any days worked (pro rata). Maternity payments will be offset against your normal pay. You will continue to be entitled to and be paid maternity pay should you choose to undertake work on a KIT day. You will also receive remuneration commensurate to your post and the number of hours you work. This means regardless of when you take a KIT day; either during a normal pay period, SMP/MA or unpaid period of maternity leave, you will receive no more than a normal days pay if you have a

salary sacrifice arrangement in place, a deduction equivalent to a day's (or part day) worth of salary sacrifice will be taken from the payment. No deduction will be made from SMP.

Question 18

What is meant by 'reasonable contact' and do I have to keep in contact with the work place while I am on maternity leave?

Answer

Both you and your line manager should maintain reasonable contact during the maternity leave period. This will allow issues such as plans to return to work to be discussed and information on job vacancies, development opportunities or significant workplace developments etc. to be provided and help to keep you updated during your maternity leave.

Your manager is entitled to make reasonable contact with you, even if you choose not to agree the type and frequency of contact. However it is recommended that you reach mutual agreement to benefit both of you.

Question 19

If I am on a temporary contract and it is due to end whilst I am on maternity leave, will it be extended?

Answer

No. Temporary contracts of employment will not be extended to cover periods of maternity leave unless there is a need for the work to continue and for the temporary contract to be extended as a consequence.

Adoption Policy

DRAFT

ADOPTION POLICY	
Approved By	Lothian Valuation Joint Board
Date of Approval	TBC
Owner	Hannah Carruthers, HR Manager
Issue	1
Identity	Adoption Policy
Location of electronic copy	SharePoint
Location of paper copy	Human Resources
Change Authority	Human Resources, Corporate Leadership Team and Trade Unions
Review Frequency	Annual or as required by legislation
Next Review Date	January 2023

Issue	Author	Date	Details of Change
1	Hannah Carruthers	September 2022	New Policy. Previously formed part of the Parental Leave on the Birth or Adoption of a Child Policy.

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1.0 Aims and Objectives

- 1.1 The aim of this policy is to provide managers and employees with guidance on adoption leave and pay to ensure that this is applied fairly and consistently across LVJB in accordance with equality and diversity principles.
- 1.2 This policy will help LVJB employees to combine family-caring responsibilities with employment responsibilities without adversely affecting their continuity of employment.
- 1.3 Any employee who exercises their right to take leave for family-caring reasons will be protected against detriment.

2.0 Scope of the Policy

- 2.1 This policy relates to all employees of LVJB.

3.0 Monitor and Review

- 3.1 This policy has been created and will be maintained in accordance with the LVJB Policy Approval Framework. It has been agreed by CLT (and the Board as required), in consultation with the Trade Union where appropriate.
- 3.2 Human Resources is responsible for monitoring the effectiveness of this policy and supporting procedures and will conduct reviews at appropriate intervals.
- 3.3 Anyone who feels they have been unfairly treated or discriminated against should contact the HR Manager.

4.0 Equal Opportunities

- 4.1 LVJB is committed to equality of opportunity for all its employees and the terms of this policy and its supporting procedures and guidance notes are designed to ensure the fair and transparent treatment for all staff irrespective of age, race, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, sexual orientation, religion or belief, gender or contractual status. An Equality Impact Assessment is undertaken on this policy each time it is reviewed and updated.

5.0 Responsibility for this Policy

- 5.1 Human Resources. Any changes to this policy and supporting procedures will be made in consultation with appropriate bodies.
- 5.2 LVJB reserves the right to update HR Policies in line with new or updated Employment Legislation.

6.0 Eligibility

- 6.1 To qualify for adoption leave, the employee must be matched with a child for adoption by a UK Adoption Agency, or be in a couple who have been jointly matched with a child for adoption.

- 6.2 To qualify for adoption pay, the employee must have been continuously employed by LVJB for 26 weeks or more at the week in which notification of matching is given by the adoption agency.
- 6.3 Where a couple are adopting jointly, only one individual is eligible to receive adoption leave and pay. The individual who is not going to receive adoption leave and pay will be entitled to leave equal to Paternity Leave as long as they meet the eligibility criteria for this. You will have to decide which of you takes which type of leave.
- 6.4 In the case of adopting a child from overseas, the employee must also have received notification from the relevant domestic authority that they are eligible to adopt a child from abroad.

7.0 Adoption Leave

- 7.1 The selection process for becoming adoptive parents involves a number of assessment visits at home, which prospective parents must attend. We will grant reasonable paid leave to prospective adoptive parents to attend such meetings, provided reasonable notice is given alongside evidence that these meetings are taking place, such as appointment letters or letters from the adoption agency.
- 7.2 Employees who adopt a child through a UK Adoption Agency are entitled to take up to 52 weeks of adoption leave. Adoption leave consists of 26 weeks of ordinary adoption leave and 26 weeks of additional adoption leave.
- 7.3 The earliest date an employee may commence adoption leave is 14 days before the day of placement.
- 7.4 The latest date an employee may commence adoption leave is the day of the child's placement.
- 7.5 If the employee is adopting a child from overseas, the employee may choose to start their adoption leave either from the date the child enters the UK or from a fixed date no later than 28 days after the date the child enters the UK.
- 7.6 The employee may return to work at any time during adoption leave or additional adoption leave provided that they give at least eight weeks' notice.
- 7.7 Additional Adoption Leave starts from week 27 and may continue for up to a further 26 weeks.
- 7.8 If more than one child is adopted at the same time, e.g. siblings, only one period of adoption leave will be granted.
- 7.9 Adoption leave and pay will not be granted if the employee:
- ❖ Arranges a private adoption
 - ❖ Becomes a special guardian or kinship carer
 - ❖ Adopts a stepchild
 - ❖ Adopts a family member
- 7.10 If the child's placement ends for any reason while the employee is on adoption leave, then adoption leave may continue for up to 8 weeks after the placement ends.

8.0 Adoption Pay

8.1 The level of adoption pay is determined by the employee's length of service at the end of the week in which notification of matching is given and is calculated as follows:

Length of Service at the week in which notification of matching is given by the adoption agency.	Adoption Pay Entitlement	Further Information
Less than 26 weeks.	N/A from LVJB.	<ul style="list-style-type: none"> ❖ LVJB will provide a SAP1 form explaining why you cannot get Statutory Adoption Pay. ❖ You may get support from your local council instead.
At least 26 weeks.	39 weeks comprising of Occupational Adoption Pay (OAP) and Statutory Adoption Pay (SAP)	<ul style="list-style-type: none"> ❖ Occupational Adoption Pay (OAP): The first 14 weeks of adoption leave is paid at normal pay (inclusive of any SAP rate entitlement). ❖ The following 25 weeks is paid at the flat rate of Statutory Adoption Pay or 90% of normal salary, whichever is the lowest. ❖ SAP is paid for a maximum of 39 weeks. The first 6 weeks is paid at 90% of normal pay. The following 33 weeks is determined by the current SAP rates which can be found here. ❖ If the employee is on a fixed term contract which comes to an end after the start of the week of matching notification then they will be entitled to receive OAP for the first 14 weeks of their adoption leave or until their contract end date, whichever is soonest. They will continue to receive 39 weeks of SAP from LVJB. ❖ If the employee resigns after the start of the week of matching notification they will still be entitled to receive 39 weeks of SAP from LVJB. If the employee has not yet commenced adoption leave then entitlement to SAP will begin either in the week after the employee leaves LVJB or 14 days before the placement is due to start, whichever is latest.

8.2 Adoption pay is made on the understanding that you will return to work for at least 3 months when your adoption leave ends. If you do not return to work for the 3-month period, you will have to pay back the equivalent of 6 weeks' adoption pay, issued at normal pay less any Statutory Adoption Pay paid.

8.3 Upon request, payment of OAP may be deferred until the employee has resumed work for three months or until they decide they will definitely be returning for at least three months. The balance of any outstanding OAP will be paid to the employee in the next available payroll after they have informed us of their decision to definitely return for at least three months. This is often practical for those employees who do not wish to make a decision on returning to work until after their adoption placement has commenced.

9.0 Notice of Intention to take Adoption Leave

9.1 The employee must inform their line manager of their intention to take adoption leave as early as reasonably practicable. Notification must be given no later than seven days after the date on which notification of the match with the child was provided by the adoption agency.

9.2 Employees who are adopting from overseas must give at least 28 days notice of when they wish their adoption leave to start. The employee must also inform LVJB of the date the child enters the UK. This must be done within 28 days of the date of entry.

9.3 The employee should discuss with their line manager:

- The date they wish to commence adoption leave.
- How any outstanding annual leave will be dealt with.
- The date the employee expects, at this stage, to return to work.

9.4 Adoption leave and pay can only be taken upon completion and submission of the Adoption Notification Form. A copy of the Matching Certificate (provided by the adoption agency) must be attached to the form.

9.5 Upon receipt of the Adoption Notification Form and the Matching Certificate, HR will write to the employee confirming arrangements for adoption leave and pay.

9.6 Should any of the dates change the employee should inform their line manager and HR as soon as possible. The employee will be permitted to bring forward the adoption leave start date provided that they inform their line manager and HR at least 28 days prior to the new start date or as soon as reasonably practicable.

9.7 The employee may also postpone the start date of their adoption leave provided that they inform their line manager and HR at least 28 days before the start of the original adoption leave start date or as soon as reasonably practicable.

10.0 Annual Leave

10.1 Employees who are on adoption leave continue to accrue annual leave at their normal rate. This can often lead to a build up of accrued annual leave.

10.2 The line manager may wish to agree with the employee that they may carry forward annual leave in these circumstances, however, HR recommend that the employee takes at least the minimum holiday entitlement, as noted in the Working Time Directive (28 days per year for full time staff), in each holiday year.

10.3 Many employees use their accrued annual leave to extend their adoption leave on a paid basis or to facilitate a phased return to work, enabling them to return to being paid at their normal rate.

- 10.4 HR recommends that use of accrued annual leave is discussed and agreed between the line manager and the employee as early as possible to enable them to plan for cover of the employee's workload while they are on adoption leave.

11.0 Payment of Pension Contributions

- 11.1 Employees will continue to contribute to their pension scheme while on adoption leave.
- 11.2 Where an employee elects to take a period of unpaid additional adoption leave both they and LVJB will cease to pay contributions. This period of time will not count as pensionable service. The employee must decide when returning to work if they wish to make up the difference and pay back their unpaid contributions so that this period will count as pensionable service again. These additional contributions will be calculated based on the employee's last payment before commencing adoption leave. This may be paid in instalments in agreement with Payroll. If the employee wishes to pay back these contributions then they must notify HR and Payroll upon their return to work, otherwise, they will be deemed by the pension fund to have a break in service which will effect their final pension calculation.
- 11.3 Further information can also be obtained from your pension provider, contact details of which are provided below:

Lothian Pension Fund: <http://www.lpf.org.uk/>

12.0 Keeping in Touch

12.1 General Contact

- 12.1.1 The employee and line manager should maintain reasonable contact during your adoption leave. This gives the opportunity to discuss your return to work plans, any job vacancies, development opportunities or significant workplace developments and helps keep you updated during your absence.
- 12.1.2 Reasons for making contact should be agreed prior to adoption leave commencing, including the frequency and type of contact, e.g. home visits, phone, text, whatsapp, email, etc. Contact should not be forced and should be flexible to being amended during the adoption leave should circumstances change.
- 12.1.3 Reasonable contact during adoption leave does not constitute work and does not count toward the 10 Keeping in Touch Days.
- 12.1.4 Contact with colleagues of choice should also be considered and established prior to adoption leave commencing. This is normally on a more informal basis.

12.2 Keeping in Touch Days

- 12.2.1 In addition to general contact, the employee is able to attend work for up to 10 days during their adoption leave without bringing their adoption leave to an end.

- 12.2.2 These days should normally be used for the employee to keep up to date with developments in their role and their team such as attending training and development, conferences, team away days, etc, but can be used for other aspects of work if desired by both parties, particularly aspects which may make the return to work easier.
- 12.2.3 The reason for attendance should be agreed between the employee and their line manager prior to the keeping in touch day.
- 12.2.4 Any work carried out in a day constitutes one day of keeping in touch, i.e. if an employee attended work for a team meeting which lasted two hours only, this would count as one day of keeping in touch.
- 12.2.5 Where an employee attends work for a keeping in touch day, they should complete the “Keeping in Touch Days Payment Form” and submit this to Personnel and Finance. Submission of this form will enable the employee to be paid for the hours worked on the keeping in touch day. This payment is calculated on their normal hourly rate. SAP will not be paid in addition to any hours being paid at normal rate, however, LVJB will continue to pay SAP on these days.
- 12.2.6 Keeping in touch days are not compulsory and are in agreement between the employee and their line manager. Where practicable, both you and your manager should discuss and agree the activities and timing of KIT days before the adoption leave period begins.
- 12.2.7 Keeping in touch days should not replace a return to work induction but should be used in conjunction with this.

13.0 Termination of Adoption Placement

- 13.1 If the child’s adoption placement is terminated during the employee’s adoption leave, the employee is entitled to continue their adoption leave and pay (if applicable) for up to eight weeks after the placement ends. As the employee is returning to work earlier than planned, the employee must provide LVJB with eight weeks notice of their amended return date.
- 13.2 In many cases, little or no notice is provided that an adoption placement is being terminated. This may often result in the employee giving early return notice to LVJB on the day the placement ends and not returning to work for a further eight weeks.

14.0 Return to Work

- 14.1 HR will write to the employee one month prior to their proposed date of return requesting that the employee completes the “Return to Work after Adoption Leave Form”. This will enable HR and Payroll to make any necessary adjustments to the employee’s salary should they decide to amend their return date while on maternity leave.
- 14.2 If you want to return to work before the end of your full entitlement, then you must let LVJB know when you want to return at least 28 days before the date you want to return. If you do not give the right amount of notice, then the Board can postpone your return to work for up to 21 days, though no later than the end of your full adoption leave period.

15.0 Contractual Rights

15.1 Normal employment terms and conditions continue throughout the period of adoption leave, with the exception of salary, which is modified, as explained above. The employee is entitled to return to the same role following a period of adoption leave.

16.0 Useful Contacts:

- Department of Work and Pensions – Local Offices
 - Benefits for low income families
 - Lone Parent Benefits
 - Child Benefit

- Childcare Options – Care Commission

- Childcare.co.uk

- Gov.Scot Early Education and Care

17.0 Related Policies:

- Shared Parental Leave Policy
- Special Leave Policy
- Paternity Leave Policy
- Flexible Working Policy

18.0 Local Agreement

This document is a local collective agreement between the Board and the recognised Trade Unions. Every effort will be made by both parties to ensure that this document will be maintained as a local collective agreement and adjusted by agreement to meet changing future needs. In the event of failure to reach agreement, both parties reserve the right to terminate this local agreement by giving four months' notice in writing. In such circumstances the terms of the local agreement will cease to apply to existing and future employees.

Adoption Leave and Pay Notification Form		
Employee Details		Additional Notes
Employee Name		
Job Title		
Department		
Line Manager Name		
LVJB Start Date		
Adoption Leave and Pay		
Date child is being placed with me for adoption		
Proposed date of commencement of adoption leave		
Proposed date of return after Additional Adoption Leave		
I would like to have my OAP payment deferred until I have returned to work for three months after my adoption leave.	Yes/No/Not applicable	
Employee signature I declare I have been matched with a child for adoption and I want to claim adoption leave and pay as detailed in this application form.		
Date		
Line Manager signature		
Date		
For HR use only		Additional Notes
Matching Certificate Received	Yes/No	
Length of service at LVJB		
Entitled to SAP	Yes/No	
Entitled to OAP	Yes/No	

Return to Work after Adoption Leave Notification Form		
Employee Details		Additional Notes
Employee Name		
Job Title		
Return to Work Details		
I intend to return to work at the end of my Adoption Leave	Yes/No	
Last day of Adoption Leave (This is the day before your full salary should be reinstated)		
I intend to use annual leave to delay my return to work or to facilitate a phased return to work.	Yes/No	
Details of use of accrued annual leave.		
Return Date (This is the date you will be back "in the office")		
Details of return to work induction required.		
Employee signature		
Date		

Keeping in Touch Payment Form

Section A: Employee Details

Employee Name:

Job Title:

Section B: Details of Work Carried Out

Date(s) of Work

Total Hours Worked

Section C: Authorisation

Employee Signature:

Date

Line Manager Signature:

Date

You must now forward this form to [Personnel and Finance](#).

Shared Parental Leave Policy

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1.0 Aims and Objectives

- 1.1 The aim of this policy is to provide managers and employees with guidance on shared parental leave and pay arrangements to ensure that this is applied fairly and consistently across LVJB in accordance with equality and diversity principles.
- 1.2 This policy will help LVJB employees to combine family-caring responsibilities with employment responsibilities without adversely affecting their continuity of employment.
- 1.3 Any employee who exercises their right to take leave for family-caring reasons will be protected against detriment.

2.0 Scope of the Policy

- 2.1 This policy relates to all employees of LVJB.

3.0 Monitor and Review

- 3.1 This policy has been created and will be maintained in accordance with the LVJB Policy Approval Framework. It has been agreed by CLT (and the Board as required), in consultation with the Trade Union where appropriate.
- 3.2 Human Resources is responsible for monitoring the effectiveness of this policy and supporting procedures and will conduct reviews at appropriate intervals.
- 3.3 Anyone who feels they have been unfairly treated or discriminated against should contact the HR Manager.

4.0 Equal Opportunities

- 4.1 LVJB is committed to equality of opportunity for all its employees and the terms of this policy and its supporting procedures and guidance notes are designed to ensure the fair and transparent treatment for all staff irrespective of age, race, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, sexual orientation, religion or belief, gender or contractual status. An Equality Impact Assessment is undertaken on this policy each time it is reviewed and updated.

5.0 Responsibility for this Policy

- 5.1 Human Resources. Any changes to this policy and supporting procedures will be made in consultation with appropriate bodies.
- 5.2 LVJB reserves the right to update HR Policies in line with new or updated Employment Legislation.

6.0 Introduction

- 6.1 LVJB recognises that employees may face challenges when balancing work and childcare responsibilities. Shared Parental Leave (SPL) provides employees with the opportunity to consider balancing their childcare needs allowing parents to share up to 50 weeks of leave within a year following a child's birth or adoption.

- 6.2 Shared Parental Leave allows parents the opportunity to share the care of their child within the first year of birth or adoption. The primary carer must take the first 2 weeks of leave post childbirth (or the primary adopter must take the first 2 weeks adoption leave) and the remaining 50 weeks' leave (and 37 weeks' pay) can be shared.
- 6.3 Both parents can take leave at the same time or they may wish to alternate the period of the leave.
- 6.4 Shared Parental Leave can be requested in continuous or discontinuous blocks, however, LVJB has the right to decline requests for discontinuous leave. Up to a maximum of three requests may be made to book or vary Shared Parental Leave.
- 6.5 Shared statutory parental pay will be paid at the same rate as statutory maternity pay.
- 6.6 Paternity leave and pay is still available. If you are the child's father or the primary carer's partner, you should consider using your two weeks' paternity leave before taking Shared Parental Leave. Once you commence Shared Parental Leave you will lose any untaken paternity leave entitlement.
- 6.7 Shared parental leave is an option and is not compulsory. If you do not wish to opt for shared parental leave, you can still take your normal maternity, paternity or adoption leave entitlement.
- 6.8 Shared Parental Leave is available to fathers and partners if the primary carer works but does not qualify for statutory maternity leave. This may be the case if they are self-employed.
- 6.9 Surrogate parents who meet the criteria to apply for a parental order are eligible for shared parental leave and pay if they meet the qualifying criteria.

7.0 Shared Parental Leave and Pay and Eligibility

	Statutory Entitlement	Eligibility
Shared Parental Leave	<ol style="list-style-type: none"> 1. Up to 50 weeks to be taken before the child's first birthday OR before the first anniversary of the child's placement; 2. Minimum period is one week; 3. Can be taken in one single block or up to three separate blocks; 4. Can start on any day of the week. 	<ol style="list-style-type: none"> 1. Both parents to have been continuously employed for at least 26 weeks by the end of the 15th week before the expected week of confinement. 2. Mother must be entitled to statutory maternity leave OR the main adopter must be entitled to statutory adoption leave. 3. Mother must have stopped her maternity leave or agreed to end it OR the main adopter must have stopped their adoption leave or agreed to end it. 4. Employee must have given at least 8 weeks' notice that they want to take SPL. 5. Employee must have provided evidence of the birth or adoption within 14 days of being asked. 6. Shared Parental Leave (SPL) may be used by a maximum of two people: The mother/adopter/parent and either <ol style="list-style-type: none"> a. The father of the child (in the case of the birth) or b. The spouse, civil partner or partner of the child's parent or adopter

		7. Information on eligibility for couples using a surrogate can be found here or speak to the HR Manager.
Shared Parental Pay	<ol style="list-style-type: none"> 1. Up to 37 weeks at the statutory Shared Parental Pay (ShPP) rate (same as SMP rate). 2. The number of weeks you can receive ShPP will depend on how many weeks the mother takes as maternity leave. 	<p>As above plus:</p> <ol style="list-style-type: none"> 1. The mother must be entitled to statutory maternity pay OR the main adopter is entitled to statutory adoption pay; 2. The mother must have agreed to end her entitlement to maternity pay early OR the main adopter must have agreed to end their entitlement to adoption pay early; 3. You must be looking after the child during the weeks you're getting ShPP; 4. You must continue to be employed by the LVJB until at least the first week you get ShPP. 5. The employee must have/have had average weekly earnings, for the period of 8 weeks leading up to and including the 15th week before the child's expected due date/matching date, which are/were not less than the Lower Earnings Limit in force for national insurance contributions. 6. Information on eligibility for couples using a surrogate can be found here or speak to the HR Manager.

8.0 Types of Shared Parental Leave

8.1 Employees have the right to submit up to three requests to book (or vary) Shared Parental Leave.

8.2 Continuous Shared Parental Leave

8.2.1 An employee has an automatic right to take a single continuous block of leave which they request in a single notification providing it does not exceed the total number of Shared Parental Weeks available to them. Employees must also give at least 8 weeks' notice.

8.2.2 The total number of weeks an employee can take as continuous SPL is the total number of weeks still available, once the mother/primary carer has returned to work or has confirmed the date on which they will return to work. The total will be noted in the notice of entitlement.

8.3 Discontinuous Shared Parental Leave

8.3.1 An employee may request up to three separate periods of leave over a period of time where the employee intends to return to work between each period of leave.

8.3.2 Employees should discuss such requests with their line manager and HR in advance of submitting formal notice.

8.3.3 There is no statutory obligation for LVJB to agree requests for discontinuous SPL and this is at the line manager's discretion. Each request for discontinuous leave will be considered on a case by case basis.

8.3.4 Where a notice for discontinuous SPL leave is submitted, the line manager will do one of the following within two weeks:

- agree the request and confirm that in writing; or
- meet with the employee to propose alternative dates; or
- refuse the leave without proposing alternative dates.

8.4 If the employee and line manager cannot agree on alternative dates then the request can either be withdrawn entirely or the total amount of leave requested can be taken as one continuous period of leave. With the latter, the SPL will start on the date the discontinuous leave was proposed to start, as long as eight week's notice has been provided.

9.0 Notification and Certification Requirements

9.1 If an employee is considering taking SPL, they should speak to their line manager as soon as possible to talk about plans for leave in case there are any difficulties in trying to accommodate them.

9.2 Once notification is given, an informal discussion should take place to talk about the leave.

9.3 For an employee to take SPL, the following must apply:

- (i) the mother needs to confirm they will bring their maternity or adoption leave to an end;
- (ii) the employee must confirm they are entitled to SPL, confirming their entitlement and how much leave they intend to take;
- (iii) the employee and line manager need to agree the SPL dates.

9.4 The Shared Parental Leave form must be submitted at least eight weeks before the employee intends to take SPL. The form should be completed with the following information:

- the names and national insurance numbers of both parents;
- the start and end dates of the mother's statutory maternity leave and pay (either contractual, SMP or MA);
- how much SMP or MA the mother will have received before SPL starts (if entitled to any);
- the [EWC](#) or the child's date of birth;
- the total amount of SPL and ShPP available;
- confirmation that the leave is being shared with someone who has joint childcare responsibilities with the person applying;
- confirmation that, if they are not the mother/adopter/primary carer, they are either the father of the child or the spouse, civil partner or partner of the mother/adopter/primary carer,
- an indication of how much SPL and ShPP each partner intends to take with the proposed start and end dates;

- confirmation that:
 - both parents satisfy the eligibility criteria;
 - that the information given is accurate;
 - that LVJB will be notified if either parent stops meeting the eligibility criteria for SPL and ShPP.

9.5 If notice is provided before the birth, the dates can change any time before the end of the sixth week after the date of birth. This allows flexibility to change plans if there are any complications or changes in circumstances after the birth of the child.

9.6 Where both partners are employed by LVJB, both employees must submit separate declarations.

9.7 Completed forms should be returned to their line manager and copied to HR.

9.8 Shared Parental Leave cannot commence until at least two weeks after the child is born or two weeks after the adoption leave pay or period starts.

The mother/primary adopter/primary carer must either

- (i) return to work; or
- (ii) curtail their maternity or adoption leave period (or statutory maternity/adoption pay or maternity/adoption allowance, as applicable).

9.9 At the same time, notice of entitlement and intention to take SPL must be provided, or a declaration that their partner has served such a notice.

9.10 The following must also be provided on request:

- (i) A copy of the birth certificate (or a signed declaration of the child's date and place of birth);
- (ii) Documents from the adoption agency confirming its names and address; the date of notification of having been matched or adopted; and the date on which the child is expected to be placed;
- (iii) The name and address of the other parent's employer (or a declaration that they have no employer)

10.0 Requests to Vary arranged Shared Parental Leave

10.1 Employees can vary or cancel an arranged period of Shared Parental Leave, provided they advise their line manager in writing at least 8 weeks before the original leave date or the new leave date, whichever is earlier.

10.2 Up to 8 weeks or more before the start date of the SPL there is no limit on the number of times the arrangements can be varied. Once within 8 weeks of starting SPL, a maximum of three variations may be requested and these must be given at least 8 weeks before start date of the requested change.

10.3 A request to vary pre-agreed leave should be made using the "Request to Book or Vary Shared Parental Leave" form. Any revised commencement date for Shared Parental Leave cannot be earlier than eight weeks from the date of the variation request.

10.4 Any cancellation or variation made by the employee will normally count as one of the three opportunities to book / vary leave.

10.5 A variation will not count towards the total of three if:-

(i) the child is born early; or

(ii) LVJB asks you to change your dates and you agree for your variations to be agreed, the HR Manager will confirm that to you in writing within 14 days of receipt.

11.0 Keeping in Touch

11.1 General Contact

11.1.1 The employee and line manager should maintain reasonable contact during SPL. This gives the opportunity to discuss return to work plans, any job vacancies, development opportunities or significant workplace developments and helps keep updated during the absence.

11.1.2 Reasons for making contact should be agreed prior to SPL commencing, including the frequency and type of contact, e.g. home visits, phone, text, whatsapp, email, etc. Contact should not be forced and should be flexible to being amended during the leave should circumstances change.

11.1.3 Reasonable contact during SPL does not constitute work and does not count toward the Keeping in Touch Days.

11.1.4 Contact with colleagues of choice should also be considered and established prior to SPL commencing. This is normally on a more informal basis.

12.0 Shared Parental Leave In Touch (SPLIT) Days

12.1 Employees on Shared Parental Leave (SPL) are entitled to take up to 20 SPLIT days during the period of SPL.

12.2 Mothers or Main Adopters are entitled up to 10 KIT days plus 20 SPLIT days if they are taking SPL. Any KIT days must be exhausted during maternity or adoption leave and before commencing SPL.

12.3 Taking SPLIT days does not bring shared parental leave to an end and nor does it extend it. The days may be used in a single block or separately for any work-related activity that helps keep the employee informed and involved with the workplace. This could be doing their normal job, working on a project, shadowing a colleague, attending team meetings or taking part in training or development.

12.4 Employees do not have to take any SPLIT days. The employee and line manager should discuss and agree any SPLIT days and what these will be used for prior to the SPL.

12.5 Employees will be paid at their normal rate for any SPLIT days, pro-rata for any part days worked. Pay for SPLIT days is inclusive of any Shared Parental Pay.

12.6 SPLIT days can be used to work part of a week during SPL. They may also facilitate a phased return to work towards the end of a period of SPL or to trial a possible flexible working pattern.

13.0 Terms and Conditions during Shared Parental Leave (SPL)

13.1 During any period of Shared Parental Leave all your normal terms and conditions of employment continue with the exception of salary, as explained above. Any benefits will continue as normal.

14.0 Payment of Pension Contributions

- 14.1 Members of the Lothian Pension Fund who are on SPL will continue making pension contributions from whatever pay you get. If they go to a period of unpaid leave they will have to decide whether or not to continue to pay pension contributions. Upon return to work, employees have 30 days from the date of your return to decide if they wish to pay the extra contributions.
- 14.2 If the employee decides that they will not be returning to work, they will have 30 days from the date of notification to decide if they want to make the extra payments.
- 14.3 If the employee does not pay pension contributions for the unpaid period of leave, then that period will not count as membership of the Local Government Pension Scheme.
- 14.4 Further information can also be obtained from your pension provider, contact details of which are provided below:

Lothian Pension Fund: <http://www.lpf.org.uk/>

15.0 Annual Leave

- 15.1 Employees who are on SPL continue to accrue annual leave at their normal rate. This can often lead to a build up of accrued annual leave.
- 15.2 The line manager may wish to agree with the employee that they may carry forward annual leave in these circumstances, however, HR recommend that the employee takes at least the minimum holiday entitlement, as noted in the Working Time Directive (28 days per year for full time staff), in each holiday year.
- 15.3 HR recommends that use of accrued annual leave is discussed and agreed between the line manager and the employee as early as possible to enable them to plan for cover of the employee's workload.

16.0 Returning to Work after Shared Parental Leave

- 16.1 Employees are expected to return to work on the next working day after the end date agreed with their line manager, unless they notify us otherwise.
- 16.2 Where an employee is sick on their date of return, they must report this in line with LVJB's Sickness Absence Management Policy and Procedure.
- 16.3 If employees do not return on the agreed date without prior authorisation, their absence will be treated as unauthorised absence.
- 16.4 If an employee wishes to return to work earlier than agreed, they will need to give at least eight weeks' notice of their proposed return date. This will count as one of the three notifications of variation. If they have already used three notifications to book or vary leave, then LVJB does not have to accept the notice to return early. However, if the line manager feels that it is reasonably practicable to do so, it may be agreed.

- 16.5 If an employee wishes to extend their Shared Parental Leave (SPL) they must submit a Request to Book or Vary Shared Parental Leave detailing the new period of leave notice at least 8 weeks before the date they were due to return to work, assuming they still have Shared Parental Leave (SPL) entitlement remaining and have not already submitted 3 periods of leave notices.
- 16.6 If an employee is unable to request more Shared Parental Leave (SPL) they may be able to request annual leave or ordinary parental leave. This may be granted subject to business needs.
- 16.7 An employee returning to work from a period of SPL will return to the job in which they were employed prior to the leave, on the terms and conditions that would have applied had they not been absent.
- 16.8 Where there has been an organisational change and the employee is unable to return to their previous role, the employee will be fully consulted with. Alternative equivalent employment will be found, on terms and conditions no less favourable than would have applied if the employee had not been absent, where possible.

17.0 Useful Contacts:

- Department of Work and Pensions – Local Offices
 - Benefits for low income families
 - Lone Parent Benefits
 - Child Benefit
- Childcare Options – Care Commission
- Childcare.co.uk
- Gov.Scot Early Education and Care
- Further information on surrogacy is available here.

18.0 Related Policies:

- Maternity Policy
- Adoption Policy
- Special Leave Policy
- Paternity Leave Policy
- Flexible Working Policy

19.0 Local Agreement

- 22.0 This document is a local collective agreement between the Board and the recognised Trade Unions. Every effort will be made by both parties to ensure that this document will be maintained as a local collective agreement and adjusted by agreement to meet changing future needs. In the event of failure to reach agreement, both parties reserve the right to terminate this local agreement by giving four months' notice in writing. In such circumstances the terms of the local agreement will cease to apply to existing and future employees.

Declaration of Entitlement to Shared Parental Leave Form

This form should be used to declare your entitlement to shared parental leave. It captures the details required to confirm your eligibility for shared parental leave and provides LVJB with notice of the proposed dates on which you are considering taking your leave.

You may provide dates for your shared parental leave on this form however this is not a requirement at this stage, these may be provided later using the Shared Parental Leave Dates form as long as you submit this form at least eight weeks' prior to the first date of leave you are requesting.

Section 1: General Details	
Employee Name:	
Employee Payroll Number:	
Job Title:	
Department:	
Are you the mother / main adopter of the child or the spouse/partner of the mother / main adopter?	
What is/was your child's expected due date/matching date?	
What was your child's actual date of birth/adoption? (if applicable):	
Date on which the mother or main adopter commenced (or will commence) maternity/adoption leave:	

Section 2: Notice of curtailment of maternity/adoption leave

In order to create an entitlement to shared parental leave, the mother/adopter must give notice to curtail their entitlement to maternity/adoption leave. Maternity/adoption leave cannot end sooner than 2 weeks after birth/adoption.

Please complete either box **a)** or **b)** depending on whether you are:

a)	The mother or main adopter.	Date
I wish my maternity/adoption leave and/or pay (if applicable) to end on the following date:		
Signed:		Date:
b)	The partner (of the mother or main adopter)	Date
I confirm my partners maternity/adoption leave and/or pay ended (or they have given formal notice for it to end) on the following date:		
Signed:		Date:

Section 3: Shared Parental Leave/Pay Details

Total Leave/Pay Entitlement (Both Parents Combined)	Weeks	
Enter the total number of weeks of Shared Parental Leave available to both parents <u>combined</u> : (i.e. 52 weeks minus the number of weeks' maternity/adoption leave/pay taken (or to be taken) by the date you provided in Section 2):		
Enter the total number of weeks of Shared Parental Pay (ShPP) available to both parents <u>combined</u> : (i.e. 39 weeks minus the number of weeks' pay taken (or to be taken) by the date you provided in Section 2):		
How Leave/Pay will be shared (between each parent)	Leave	Pay
Number of weeks of Shared Parental Leave / Pay you intend to take:		
Number of weeks of Shared Parental Leave / Pay the other parent intends to take:		

Section 4: Shared Parental Leave – Proposed Dates (non-binding)

Leave Type	Please mark your requested option with an 'X'
Continuous	
Discontinuous	

Shared Parental Leave Dates (To – From)	Total Weeks	Shared Parental Pay (ShPP) Dates (To-From)	Total Weeks

Section 5: Declarations of Eligibility

Declarations of eligibility must be provided by both the employee and their partner. There are separate eligibility criteria for shared parental leave and shared parental pay. Where both partners are employees of LVJB, each individual must complete and submit their own form to their own line manager. Please read each section then tick to confirm the statement applies before signing below:

Employee

Declaration of Eligibility for Shared Parental Leave (SPL)

X

I am the mother, adopter or father of the child **or** the spouse, civil partner or partner of the child's mother/adopter.

At the date of the child's birth/adoption I will share the main responsibility (with the other parent) for the care of the child.

The mother/adopter is/was entitled to statutory maternity/adoption leave and has ended or given notice to end their entitlement to this as detailed in Section 2 above.

Or

The mother/adopter isn't/wasn't entitled to statutory maternity/adoption leave but is/was entitled to statutory maternity/adoption pay or maternity allowance and has ended or given notice to end their entitlement to this as detailed in Section 2 above.

Or

I am the mother/main adopter and I am/was entitled to statutory maternity/adoption leave and have ended or given notice to end my entitlement to this.

I had/will have a minimum of 26 weeks' continuous service at the end of the 15th week before the child's expected due date/matching date and I intend to be employed by LVJB at the start of each period of shared parental leave.

(Only for employees normally entitled to paternity leave) - I understand that I am not entitled to take statutory paternity leave after taking shared parental leave.

Declaration of Eligibility for Shared Parental Pay (ShPP)

I confirm that the mother/adopter is/was entitled to statutory maternity/adoption pay or maternity allowance and has ended (or given notice to end) their entitlement to this as detailed in Section 2.

Or

I am the mother/adopter and I am/was entitled to statutory maternity/adoption pay or maternity allowance and have ended (or given notice to end) my entitlement to this as detailed in Section 2.

I confirm that in the 8 weeks leading up to and including the 15 th week before the child's expected due date/matching date I have had/will have had average weekly earnings which were/will be no less than the Lower Earnings Limit in force for National Insurance Contributions <i>(Contact HR Manager to verify if necessary)</i>		
Summary		
I have correctly notified LVJB of my entitlement and will comply with the notice requirements, as outlined in the Shared Parental Leave Policy, for any periods of leave requested (or varied).		
The information I have provided is accurate and I will immediately inform LVJB if I cease to care for the child or if my eligibility for shared parental leave changes/ceases.		
Signed:		Date:

Other Parent		
Additional Details (Required)		
Name:		NI Number
Address:		
Name and Address of Employer: <i>(Or state if self-employed)</i> (Name of HR Contact at partners employer:)		
Signed:		Date:
Declaration of Eligibility		✓
I am the mother, adopter or father of the child or the spouse, civil partner or partner of the child's mother/adopter.		
At the date of the child's birth/adoption, I shared/will share the main responsibility (with the other parent) for the care of the child.		
I have worked/will work for at least 26 weeks out of the 66 weeks leading up to my child's due date/matching date and in that time earned/will earn an average of at least £30 per week in any 13 of those weeks.		
I consent to the amount of shared parental leave (and pay if applicable) that my partner wishes to take.		
I consent to LVJB processing the information provided in this form for the purposes of establishing our entitlement to shared parental leave.		

Other Parent – Additional Declarations (If you are the mother/adopter)

I have ended or given notice to my employer to end my maternity/adoption leave entitlement (including my entitlement to statutory maternity/adoption pay or maternity allowance if applicable) and this has been correctly recorded by my partner in Section 2.

I will immediately inform my partner if I withdraw my notice to end my maternity leave (and pay if applicable).

Line Manager Approval Checklist

Date Form Received:

Date Copied to HR:

Decision:

Approved / Rejected

Date HR Notified of Decision:

DRAFT

Request to Vary Shared Parental Leave Form

This form should be used to formally vary a period of shared parental leave. To request to vary leave, you must have previously submitted a Declaration of Entitlement to Shared Parental Leave form.

Any request for leave must be submitted to your manager *at least eight weeks* prior to the first date of leave you are requesting.

Section 1: General Details	
Employee Name:	
Employee Payroll Number:	
Job Title:	
Department:	

Section 2: Request to Vary Shared Parental Leave			
Existing Shared Parental Leave Dates (To – From)	Total Weeks	Existing Shared Parental Pay (ShPP) Dates (To-From)	Total Weeks
Proposed Shared Parental Leave Dates (To – From)	Total Weeks	Proposed Shared Parental Pay (ShPP) Dates (To-From)	Total Weeks
Summary of Shared Parental Leave/Pay Balance		Leave	Pay
As notified in my initial Declaration of Entitlement to Shared Parental Leave, the total amount of weeks I intend to take is:			
The amount I have already taken (prior to this request) is:			
This request amounts to a total of:			

If this request is approved, my remaining leave balance will be:			
If this request is approved, I will have used		of my 3 allowed notices to book or vary leave.	

Employee Declaration:

Signed: _____

Date: _____

Manager Approval Checklist

Date Form Received:	
Date Copied to HR:	
Decision:	Approved / Rejected

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Shared Parental Leave In Touch Payment Form

Section A: Employee Details

Employee Name:	
Job Title:	

Section B: Details of Work Carried Out

Date(s) of Work	
Total Hours Worked	

Section C: Authorisation

Employee Signature:		Date	
Line Manager Signature:		Date	

You must now forward this form to Personnel and Finance.

Employment Breaks Policy

DRAFT

POLICY ON EMPLOYMENT BREAKS	
Approved By	Lothian Valuation Joint Board
Date of Approval	April 2005
Owner	Hannah Carruthers, HR Manager
Issue	3
Identity	Employment Breaks
Location of electronic copy	SharePoint
Location of paper copy	Human Resources
Change Approval	HR Manager, CLT and Trade Union.
Review Frequency	Annual or as required by legislation
Next Review Date	January 2024

Issue	Author	Date	Details of Change
1		May 2010	
2	Bill Kerr	March 2019	
3	Hannah Carruthers	October 2022	Reviewed.

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1.0 Introduction

- 1.1 The Joint Board recognises that employees may, at some time during their employment, wish to take an extended period of time away from their normal work duties and responsibilities for a variety of reasons.
- 1.2 The aim of this policy is to give employees the opportunity, subject to operational requirements, to have an unpaid employment break and return to work without it affecting their continuity of employment.

2.0 Scope & Eligibility

- 2.1 The policy will apply to all Joint Board employees who wish to take an employment break and who have at least 5 years continuous service with Lothian Valuation Joint Board at the time of application.
- 2.2 On a return to work from an employment break, an employee will normally only become eligible to apply for a subsequent break on completion of a further 5 years continuous and satisfactory service.
- 2.3 The Assessor will be responsible for the implementation of the policy and for managing any operational or financial impact arising from its application.

3.0 General Principles of an Employment Break

- 3.1 An employment break will be for a single, continuous period of not less than 3 months and no more than 2 years. A break will not be approved or extended beyond the 2-year limit.
- 3.2 Employment breaks are primarily intended to give employees time away from their normal work. However, it is recognised that there may be circumstances where knowledge and/or experience gained in other work activities could be of mutual benefit or where individuals may wish to engage in new secondary part-time work to supplement income. In recognition of this, an employee's intention to engage in any new work activity during an employment break will be considered as part of their application.
- 3.3 An employment break is unpaid.
- 3.4 Employment breaks are normally undertaken to pursue personal interests or personal development.

Examples of uses of employment breaks include:

- Care of children or other dependants.
- Personal study, training and development.
- Undertaking a personal project.
- Travel, for example, visiting family or other countries.

- 3.5 There may be instances where an employment break is not the most appropriate method of granting leave to an employee. The employee and line manager should refer to the HR Manager for advice and guidance on types of leave available.

4.0 The Employment Break Application

- 4.1 Employees should provide as much notice as possible of their intention to request an employment break and not less than three months before they would like their employment break to commence.

- 4.2 Where an employee is considering an application for an employment break, they should discuss this with their line manager in the first instance. The line manager should indicate the viability of the proposal.
- 4.3 Employees should not commit themselves to plans prior to their application being formally approved.
- 4.4 Where an employee wishes to go ahead with their request for an employment break, they should complete the Employment Break Application Form, outlining:
- (a) the reason(s) for the request and the length of break required;
 - (b) the proposed start date and whether the break is to follow a period of extended absence (eg maternity, sickness etc);
 - (c) where known details of any paid employment or self-employed activity planned to be undertaken during the break;
 - (d) the likely benefits for the individual and the Joint Board; and
 - (e) proposals to maintain contact and (where applicable) update relevant skills and knowledge.
- 4.5 The Assessor's decision is final on whether or not an application can be approved and for what time period. An application will be considered first and foremost with regard to the operational needs of the service and on the basis that no undue additional expenditure will be incurred. In reaching a decision, the Assessor will also consider an employee's attendance record, conduct at work (including any ongoing disciplinary action) and the likely impact on working arrangements and other employees.
- 4.6 Where an employment break is initially approved for less than 2 years, the Assessor will have discretion to subsequently approve an application for an extension up to the maximum 2-year limit.
- 4.7 Prior to the start of an employment break, both the Joint Board and the employee should agree appropriate arrangements to maintain regular contact and share information through a "nominated contact person". Where practicable, the Assessor may also offer the employee a short period of paid employment each year. The work offered should be similar to work done by the employee prior to the break and any payment for work done should reflect the employee's own pay level before they left.
- 4.8 Where a change in circumstances occurs, an employment break may be brought to an end early normally by either party giving 2 months notice in writing. In such cases, the return to work arrangements will be determined with regard to the circumstances applying to both the individual and the Joint Board at that time.
- 4.9 Where it is identified that an employee is engaging in activities inconsistent with the terms on which the employment break was originally approved, the Assessor will determine appropriate action to be taken, this may include terminating the employment break and disciplinary action.

5.0 *The Employee's Return to Work*

- 5.1 An employee must return to work on the agreed date, a failure to do so may result in disciplinary action and up to and including dismissal being taken.

- 5.2 HR will write to the employee normally around 2 months before the agreed return to work date, to establish the return of work arrangements and complete the Return to Work after Employment Break Form. The line manager and employee should remain in regular contact until the actual return to work date.
- 5.3 At the end of an employment break the employee will normally return to the post they held and at the same pay level to that received prior to the break unless:-
- (a) it has been determined by the Assessor at the time the terms of the break were agreed, that it would not be possible for the employee to return to their own job and a similar job is to be provided within the Joint Board instead; or
 - (b) an organisational review, redundancy situation or other exceptional circumstances (eg a general reorganisation) arises in the course of an individual's employment break, in which case the absent employee will be treated the same as all other employees affected by the change and in accordance with the relevant Joint Board policies and procedures.
- 5.4 If an employee is not able to return to work on the agreed date due to ill-health, then LVJB's normal sickness absence reporting procedures must apply.

6.0 Contractual & Pension Terms

- 6.1 An employment break will be approved on the basis of unpaid leave; as such there will be no break in employment or service. The employee's contract of employment will continue to apply throughout the employment break and they will remain an employee of the Joint Board and be subject to any relevant Joint Board codes of conduct/behaviour.
- 6.2 During the employment break the employee will continue to accrue service for statutory purposes (eg unfair dismissal/redundancy). The break period will also count when calculating service-related contractual entitlements (eg annual leave, maternity entitlements and sickness allowance). An employee will not accrue occupational annual leave or public holidays during the employment break period and any accrued annual leave must be taken before a break commences. There will be no entitlement to sick pay while on an employment break.
- 6.3 Normal incremental progression on the salary scale will be suspended during the period of the employment break and will recommence upon return to work. Upon return to work, the employee's salary will be adjusted to reflect any cost of living rises that are applicable to them.
- 6.4 Employees who are members of the Local Government Pension Scheme continue to pay their pension contributions for the first 30 days of unpaid leave. Thereafter they will have the opportunity to pay pension contributions for the remaining period of absence on their return to work. Further information is available from the Lothian Pension Fund. An employment break may be treated as a break in service for pension purposes if an employee does not elect to repay the due pension contributions for the duration of an employment break.
- 6.5 Where an employee becomes pregnant during the period of their employment break, their employment break will be superseded by the Maternity Leave Policy where appropriate. Employment break leave may also be superseded by the Paternity Policy, Adoption Policy or Shared Parental Leave Policy where appropriate. Employees are advised to note that entitlement to statutory parental leave pay may be affected by career break leave. It is recommended that employees seek advice from the HR Manager in relation to this.

- 6.6 Employees who are on an employment break are entitled to apply for vacancies which arise within LVJB, however, it should be noted that, if an application is successful, their career break will not necessarily be transferred to the new position and the employee may be required to return to work at LVJB to commence the new post.
- 6.7 Employees are advised to check their own entitlement to Social Security benefits and payment of NI contributions while on an employment break.
- 6.8 If an employee decides to resign from their employment during a period of employment break leave then their normal notice period will remain applicable.

7.0 Summary

- 7.1 Applications must be submitted to the Assessor for consideration in the first instance. The Assessor's decision is final on whether or not an application is approved.
- 7.2 An employee's application should normally be submitted, in writing, at least 3 months in advance of the proposed start date for the employment break. This notice period may be varied or waived at the discretion of the Assessor.
- 7.3 An employee should normally be given a written response by the Assessor within 6 weeks of receipt of the application. This period may be varied by mutual agreement.
- 7.4 Where the Assessor decides not to support an application then the employee will be advised of the reasons for refusal.
- 7.5 Where an application can be supported, the terms and conditions of the employment break will be confirmed in writing to the employee prior to the commencement of the break. The agreed arrangements for maintaining contact will also be confirmed at this time.

8.0 Local Agreement

- 8.1 This document is a local collective agreement between the Board and the recognised Trade Unions. Every effort will be made by both parties to ensure that this document will be maintained as a local collective agreement and adjusted by agreement to meet changing future needs. In the event of failure to reach agreement both parties reserve the right to end this local agreement by giving four months notice in writing. In such circumstances the terms of the local agreement will cease to apply to existing and future employees.



Employment Break Application Form

Name:	
Line Manager:	
Proposed Start Date of Employment Break:	
Proposed End Date of Employment Break:	
Purpose of Employment Break:	
Please provide dates of any previous employment breaks during the course of employment at LVJB:	
Signature:	
Date:	

Authorisation			
Line Manager:		Date	
Assessor:		Date	
HR Manager:		Date	



Return to Work after Employment Break Form

Name:	
Line Manager:	
I intend to return to work at the end of my Employment Break:	Yes/No
Return to Work Date:	
Details of any return to work induction required:	
Signature:	
Date:	

Acknowledgement			
Line Manager:		Date	
Assessor:		Date	
HR Manager:		Date	

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1.0 Aims and Objectives

- 1.1 This Special Leave Policy sets out LVJB's provisions for special leave, covering statutory entitlements and other forms of leave granted so that staff can deal with particular situations.
- 1.2 Staff have a statutory right to take a reasonable amount of time-off during working hours to deal with a number of situations including dependant-related emergencies.
- 1.3 The Policy also incorporates improvements to the statutory entitlements which have been agreed with Unison and reflects any terms contained in the various National Schemes of Pay and Conditions of Service which apply.
- 1.4 This Policy also covers situations where staff may request time off and indicates, where granted, whether the leave is paid.
- 1.5 This Policy ensures that Special Leave is applied fairly and consistently across LVJB in accordance with equality and diversity principles.

2.0 Scope of the Policy

- 2.1 This policy relates to all employees of LVJB.
- 2.2 It is an overriding principle that, in considering applications for leave under this Policy, the needs of the LVJB services are properly considered. Employees should give as much notice of an application for leave as possible and be prepared to change appointment dates and times to help meet the needs of the service.
- 2.3 Employees can use annual leave and work flexibly, with their line manager's agreement, in place of any unpaid leave granted under the Policy. Managers are expected to be supportive of applications for annual leave or flexi leave, which are requested at short notice for urgent family-care reasons.
- 2.4 Any employee who feels they have been unfairly or unreasonably refused special leave should speak to the HR Manager.

3.0 Monitor and Review

- 3.1 This policy has been created and will be maintained in accordance with the LVJB Policy Approval Framework. It has been agreed by CLT (and the Board as required), in consultation with the Trade Union where appropriate.
- 3.2 Human Resources is responsible for monitoring the effectiveness of this policy and supporting procedures and will conduct reviews at appropriate intervals.
- 3.3 Anyone who feels they have been unfairly treated or discriminated against as part of acting up arrangements should contact the HR Manager.

4.0 Equal Opportunities

4.1 LVJB is committed to equality of opportunity for all its employees and the terms of this policy and its supporting procedures and guidance notes are designed to ensure the fair and transparent treatment for all staff irrespective of age, race, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, sexual orientation, religion or belief, gender or contractual status. An Equality Impact Assessment is undertaken on this policy each time it is reviewed and updated.

5.0 Responsibility for this Policy

5.1 Human Resources. Any changes to this policy and supporting procedures will be made in consultation with appropriate bodies.

6.0 Definitions

6.1 Definitions covering all policy provisions can be found at [Appendix 1](#).

STATUTORY LEAVE

7.0 Parental Leave (Unpaid)

7.1 Statutory Entitlement

7.1.1 If you are a mother, a father, a guardian or an adoptive parent, you have a statutory right to take unpaid parental leave to care for a child in your care. The conditions for this are as follows:-

- (i) you have 1 year's continuous service with the LVJB;
- (ii) you are named on the child's birth certificate **or** you have or expect to have formal parental responsibilities for a child **and** can you provide evidence of that if you are asked for it;
- (iii) your child must be under 18 years of age.

7.1.2 If you meet these conditions, you are entitled to a maximum of 18 weeks' unpaid leave for each child.

7.1.3 Examples of ways in which parental leave may be used include:

- ❖ Immediately after maternity, paternity or adoption leave
- ❖ Spending time with the child in the early years
- ❖ Time with the child during a stay in hospital
- ❖ Looking at new schools
- ❖ Settling the child into new childcare arrangements
- ❖ Taking the child to visit family, such as Grandparents

7.1.4 The leave must be taken in blocks of whole weeks. The shortest amount of leave is one week, which can start on any day of the week, i.e. if you start your parental leave on a Wednesday, you will return to work the following Wednesday.

7.1.5 The maximum leave you can take in any year is 4 weeks. You cannot take more than 13 blocks of leave in total.

- 7.1.6 If your child is entitled to Disability Living Allowance, you can take the leave in days rather than weeks. You can take up to 4 weeks in any year. There is no limit to the number of blocks of unpaid parental leave that you can take.
- 7.1.7 If you want to take unpaid parental leave, you will need to give your line manager a minimum of 21 days' notice before the day you want your leave to start. If you do not give 21 days' notice, your manager may not be able to agree that you can take your leave at that time, and it is at their discretion whether they allow the leave at that time or whether they postpone it.
- 7.1.8 If your leave will have too much of an impact on the workplace at the time you have requested it, your manager can postpone it. They can only do that once **and** only for up to six months. Reasonable grounds for LVJB to postpone parental leave could be:
- ❖ The period during which the leave falls covers a period of peak work activity
 - ❖ A significant proportion of team colleagues have asked for leave at the same time
 - ❖ The role of the employee is such that their absence at a particular time would unduly harm LVJB service
- 7.1.9 If your leave is postponed, your line manager must do the following within 7 days from the date you gave them notice that you wanted to take your leave:-
- (a) meet with you to discuss the postponement and confirm when the leave can be taken. This must be no later than 6 months after the original date you wanted the leave to start;
 - (b) confirm in writing:-
 - (i) the reason for the postponement; and
 - (ii) the new start and end dates of the equivalent period of unpaid parental leave that you and your line manager have agreed.
- 7.1.10 If you take unpaid parental leave, you generally have the right to return to the same job you were doing before you went on leave. This means on the same contract of employment and on terms no less favourable. "Job" also covers the nature of work you are employed to do and the capacity and place you are employed.
- 7.1.11 You cannot be dismissed or suffer any other detriment for asking or for taking unpaid parental leave.
- 7.1.12 Parental leave entitlement applies to each child and not an individual's job . Therefore, if an employee has moved to LVJB from other employment and has already taken unpaid parental leave with their previous employer, they will only be entitled to the balance of entitlement with LVJB. For example, if an employee used 10 weeks with a previous employer. They can use up to 8 weeks with LVJB if they meet the eligibility criteria.
- 7.1.13 Unpaid Parental Leave is separate from Shared Parental Leave.

8.0 Leave for the Care of Dependants

8.1 Statutory Entitlement

- 8.1.1 If you have dependants, you have a statutory right to take **reasonable unpaid leave** from work to deal with the following:-

- (i) some **unexpected emergencies** affecting the care of a dependant; or
- (ii) to make arrangements for the care of a dependant (see definitions - Appendix 1).

8.1.2 Examples of reasonable use of time off may include:

- ❖ You are providing short-term, emergency assistance to a dependant who is ill or injured and is unable to look after themselves and no healthcare professional or other adult is available to provide that care;
- ❖ You need to make arrangements for the provision of care for a dependant who is ill or injured; or
- ❖ Care arrangements you have in place for a dependant are unexpectedly disrupted or ended.
- ❖ To deal with an incident involving the child's school.

8.1.3 There is no minimum service length that must be accrued to attain this right. All employees are entitled to unpaid time off in an emergency situation.

8.1.4 Employees are permitted to reasonable time off to deal with the emergency. There is no set amount or limit on the length of time or the number of instances of time off as it depends on the circumstances.

8.1.5 Your line manager may wish to speak to you if the amount of time off is affecting your work.

8.1.6 Where a longer period of time off is required, the employee should speak to their line manager or the HR Manager regarding the best option for this.

8.1.7 If you want to apply for paid leave for the care of a dependant, you must call your line manager as early as possible on the first day of absence and explain the reason for your absence, the relationship that you have with the dependant and how long you expect to be absent from work. If the absence lasts longer than one day, you must call your manager again on the second day and say how long you expect to be off and agree how often you will be in touch with work while the absence continues. Your manager will say whether they feel the circumstances meet the test for paid leave or whether it should be unpaid.

8.2 LVJB Enhancement

8.2.1 The LVJB has enhanced the statutory entitlement and may grant **paid leave** to employees who need to care for dependants.

8.2.2 Depending on the circumstances, you may be granted:

- (a) up to 5 working days' paid leave in any rolling 12-month period in the first instance;
- and
- (b) reasonable unpaid leave.

8.2.3 All special leave for the care of dependents is granted at managers' discretion.

8.2.4 Some children and adults have special care needs due to a medical condition or disability. Your line manager has discretion to approve paid or unpaid leave up to the maximum allowed, when they consider requests for leave to accompany a dependant for hospital treatment or appointments.

- 8.2.5 If your dependant is in hospital, you will not be entitled to paid leave to care for them because they are in the care of the hospital and there is no need for you to provide care.
- 8.2.6 If the care arrangements for your children or for any other dependant break down, you can have up to 1 working day's **paid** leave in any 12-month period, to give you time to make new arrangements. You may also get reasonable **unpaid** leave. These provisions also apply if you have to respond to an unexpected incident involving a child during school hours e.g. an unexpected school closure or where a child has an accident at school.
- 8.2.7 Extended Unpaid Leave for the Care of Dependants
- 8.2.7.1 The LVJB have agreed that employees who have exhausted their entitlement to leave for the care of dependents may take up to a year's unpaid leave. Employees may also agree temporarily revised working arrangements for up to one year. Both options are at managers' discretion.
- 8.2.7.2 If a dependant (see definitions - **Appendix 1**) is seriously ill, and you have already exhausted your entitlement to leave for the care of dependants, you can take up to a year's unpaid leave, if agreed with your manager. You can take up to 2 periods of extended unpaid leave under this provision provided there is at least 3 years' service between the first and second period of leave. Normally, you will only get 2 periods of leave under this provision, even if each period of leave is less than a year.
- 8.2.7.3 If you apply for an extended period of unpaid leave under this provision, you will need to include a statement from your dependant's doctor saying how long you will need to look after your dependant. If you have to pay for the doctor's report, then you will have to meet that cost yourself.
- 8.2.7.4 If you are granted unpaid leave under this provision, you will have to agree to contact your manager on at least a monthly basis. Your line manager will keep you informed of any changes in your workplace during your absence.
- 8.2.7.5 If there is a change in your circumstances, then you may want to return to work earlier than you had agreed. If you do, then you will have to give your manager at least 21 days' notice. Your manager may allow you to return without that length of notice but that is a matter for them to decide.
- 8.2.7.6 When you return to work, you have the right to return to the same job you were doing before you went on leave. This means on the same contract of employment and on terms no less favourable. "Job" also covers the nature of work you are employed to do and the capacity of which you are employed.
- 8.2.7.7 Temporary Change to Working Hours
- 8.2.7.7.1 If you do not want to take a long period of unpaid leave to care for your dependant, you can ask to temporarily reduce or re-arrange your hours. Changes agreed under this provision cannot go on for longer than 1 year. All requests will be considered sympathetically but decisions will be made on the needs of the service. If your hours are reduced, your salary will be adjusted accordingly.

9.0 Bereavement Leave

9.1 Statutory Entitlement

9.1.1 There is a statutory entitlement to reasonable unpaid leave to cover normal working hours as a consequence of the death of a dependent.

9.2 LVJB Enhancement

9.2.1 If a family member dies (see definitions at **Appendix 1**), your line manager has the discretion to grant **up to 5 working days' paid leave**.

9.2.2 Your line manager will consider the following:-

- (a) whether the circumstances justify paid or unpaid leave to attend the funeral;
- (b) whether you need to make funeral arrangements and/or deal with financial or legal issues which occur immediately around the time of the death; and/or
- (c) the distance you will need to travel for the funeral (if you need to travel outside the UK, the absence may be part paid and part unpaid).

9.2.3 If a close friend dies, your line manager also has the discretion to grant **up to 5 working days' paid leave**. In considering requests, line managers will take into account the full circumstances.

9.2.4 If there are special circumstances, **additional unpaid leave** may be granted for longer than 5 working days. Your line manager will consider these on a case-by-case basis, judging each on its own merits.

9.2.5 Bereavement Leave is not cumulative. There is no limit to the amount of leave which may be granted in any one year. Managers will consider each application on its own merits and grant or deny bereavement leave according to the circumstances.

9.2.5 Bereavement leave is granted at managers' discretion.

10.0 Jury Service

10.1 Statutory Entitlement

10.1.1 If employees are called for jury service, they have a statutory right to unpaid leave to cover the time they have been summoned to attend.

10.2 LVJB Enhancement

10.2.1 If you are called for jury service you will get **paid** leave to cover the time you are in court. You should let your line manager know as early as possible about your scheduled jury duty.

10.2.2 While on jury service, you will get an attendance allowance. We will continue to pay you but your pay will be offset against the attendance allowance. This makes sure that you do not suffer a loss of earnings and that we recover our costs.

- 10.2.3 You should forward a copy of your citation to [Personnel and Finance](#) within five working days of receipt to enable LVJB to complete the Employers loss of Earning Certificate. You will then be required to submit this to the Court to claim loss of earnings. Once your loss of earnings is received this will be deducted from salary. Further details on the process can be found [here](#).
- 10.2.4 Granting leave for jury service is **not** at managers' discretion.
- 10.2.5 If you report for jury duty and are dismissed from Court, you are expected to report for work for the remainder of each day on which this occurs.
- 10.2.6 If jury duty coincides with an employee's scheduled annual leave, the employee will be able to reschedule their annual leave for another time.

11.0 Leave for Public Duties

- 11.1 LVJB acknowledges the positive contribution that employees can make towards the functioning of public bodies and recognises that they may require time off work in order to perform these duties.
- 11.2 Examples of positions we consider to be public duties are:-
- a justice of the peace;
 - a councillor/member of a local authority other than LVJB;
 - a member of any statutory tribunal (eg Employment Tribunal, Children's Panel etc);
 - a member of a health board;

11.3 Statutory Entitlement

- 11.3.1 Employees who are required to carry out public duties as noted above are entitled to reasonable unpaid leave to cover the time they need to perform those duties, subject to service requirements.

11.4 LVJB Enhancement

- 11.4.1 LVJB employees are entitled up to **208 hours of paid leave** per year to carry out public duties. This will be pro rata for part-time staff. Any earnings, successful claims for loss of earnings or expenses claimed from the statutory body will be offset against your salary.
- 11.4.2 If employees have used their allowance of paid leave for public duties, there is an entitlement to reasonable **unpaid** time off.
- 11.4.3 If you are thinking about undertaking public duties, you should speak to your manager about this. If you are appointed, you should confirm this to your manager together with an indication of amount of time off you are likely to ask for. You will also need to provide evidence that you have been appointed by providing your appointment letter. All requests for time off should be made with as much advance notice as possible.

NON-STATUTORY LEAVE

12.0 Planned Healthcare for a Child Under 18 years

- 12.1 If you are a parent (see definitions - **Appendix 1**), you may be required to accompany your child to childcare clinics, doctors' appointments or hospital appointments, particularly for developmental check-ups and inoculations.

LVJB Agreed Enhancement

- (a) up to 5 working days' **paid** leave before your child's 18th birthday; and
- (b) up to 5 working days' **unpaid** leave before your child's 18th birthday.

12.2 You should only ask to take this leave if no-one else is able to take the child to the appointment for you. Leave will only be granted if it does not impact negatively on the needs of the service. You will also have to provide evidence that the appointments are taking place.

12.3 This leave is granted at managers' discretion.

13.0 Foster Carer Leave

13.1 Prospective Foster Carer – LVJB Agreed Enhancement

13.1.1 Up to a **maximum** of 5 working days' **paid** leave to cover the preparation and assessment process to be registered as foster carers.

13.1.2 You must give reasonable notice when you want to take the leave and provide your manager with evidence that the meetings and appointments are taking place.

13.2 Accepted Foster Carer – LVJB Agreed Enhancement

13.2.1 Up to 1 working day's **paid leave** and up to 4 working days' **unpaid leave** in any 12-month period.

13.2.2 This time is to be used to attend urgent meetings about the placement of a child. Your line manager can agree to more unpaid leave to care for a placed child, at their discretion.

13.2.3 All foster carer leave is granted at managers' discretion.

14.0 Reserve Forces Training and Mobilisation

14.1 Leave for reservists covers leave for members of the Royal Naval Reserve, the Royal Marines Reserve, the Territorial Army or the Royal Auxiliary Air Force and, for ex-regular service personnel, the Royal Fleet Reserve, the Army Reserve or the Air Force Reserve. Collectively, this group is known as reservists.

14.2 If you are a Reservist, you may get special leave to cover the compulsory annual training you are obliged to do. Leave requests are subject to your line manager's discretion and the needs of the service.

14.3 There are two main types of Reservist:

- Volunteer Reservists - civilians recruited into the Royal Naval Reserves, Royal Marines Reserves, Army Reserve and Royal Auxiliary Air Force.
- Regular Reservists - ex-regular servicemen who may retain a liability to be mobilised depending on how long they have served in the Armed Forces.

14.4 The Reserve Forces Act 1996 also provides for other categories, such as:

- Full Time Reserve Service -Reservists who wish to serve full time with regulars for a predetermined period in a specific posting
- Additional Duties Commitment - part-time service for a specified period in a particular post
- Sponsored Reserves - These are personnel employed by a contractor to provide a service to the Ministry of Defence (MoD).
- High Readiness Reserves – These are Reserves, usually with a particular skill set, that are available at short notice (with written agreement from their employer)

14.5 Reserve Status Notification

14.5.1 Reservists are required to inform their employer that they are a member of the Reserve Forces and the specific force that they belong to. This is so that the employer can provide the appropriate level of support to the Reservist. It also assists with resource planning during periods of leave e.g. training and/or mobilisation.

14.5.2 Reservist employees are also required to grant permission for the Ministry of Defence (MoD) to write directly to their employer. This ensures LVJB is made aware that the employee is a Reservist and the benefits, rights and obligations that apply.

14.5.3 LVJB will continue to treat the contracts of employment of employees mobilised for Reserve Service as operable throughout the period of such service and there will be no loss of continuous service or service related benefits.

14.6 Compulsory Training

14.6.1 Reservists are typically committed to a number of training days per year.

14.6.2 Training commitments vary but in most cases include:

- **Weekly training** - most Reservists train at their local centre for around two-and-a-half hours, one evening a week.
- **Weekend training** - all Reservists are expected to attend a number of training weekends which take place throughout the year.
- **Annual training** - a 2 week annual training course sometimes referred to as 'annual camp'. This may take place at a training establishment, as an attachment to a Regular Unit, a training exercise or a combination of any of these. Training normally takes place within the UK, although each year some Reservists train overseas.

14.6.3 Employees required to attend compulsory training events **may be granted paid leave** to cover the time they attend the event. This will either be one week or two weeks.

14.6.4 As training is paid by the Reserve Forces, we will deduct the amount you receive from your LVJB salary.

14.6.5 If you want time off to attend compulsory training in addition to that mentioned above, you should cover that with annual leave or flexi leave, in the first instance. Alternatively, line managers can grant **unpaid** leave, if the needs of the service allow.

14.7 Mobilisation

14.7.1 Mobilisation is the process of calling Reservists into full time service with the Regular Forces, in order to make them available for military operations.

14.7.2 The maximum period of mobilisation will depend on the scale and the nature of the operation and is typically no longer than 12 months.

14.7.3 If you get a call-out notice for service, you will normally be granted **unpaid** leave for the duration of the call-out. This includes call-out notices for service in the High Readiness Reserve.

14.7.4 The MoD will assume responsibility for the Reservist's salary for the duration of their mobilisation. They will pay a basic salary according to the Reservist's military rank. If this basic element is less than the Reservist receives from LVJB, it is the Reservist's responsibility to apply to the MoD for the difference to ensure that they suffer no loss of earnings. This is known as a Reservist Award.

14.7.5 The Call-out papers for mobilisation are sent to the employer or sometimes delivered in person by the Reservist to their Line Manager. The documentation will include the call-out date and the anticipated timeline. Whenever possible, the MoD aims to give at least 28 days' notice of the date that a Reservist will be required to report for mobilisation, although there is no statutory requirement for a warning period prior to mobilisation.

14.7.6 A period of mobilisation comprises three distinct phases:

- Medical and pre-deployment training;
- Operational tour;
- Post-operational tour leave

14.7.7 Line Managers should follow the guidance below when dealing with a case of mobilization of an employee:

Pre-Mobilisation

- Meet with Reservist to ensure all mobilisation paperwork completed (including pay, benefits & pension arrangements)
- Make a claim for financial assistance as appropriate (contact HR Manager for assistance)
- Discuss any handover of work and return of equipment
- Arrangements for keeping in touch

During mobilisation

- Keep in touch with Reservist as arranged

Post-mobilisation

- Ensure both employer and reservist fulfill their return to work obligations
- After care and support requirements

14.7.8 If the Reservist is a member of Lothian Pension Fund and the employer suspends the employer contribution, and the Reservist chooses to remain within it, then the MoD will make the employer contributions for the period of mobilisation, as long as the Reservist continues to make their personal contributions.

- 14.7.9 Reservists should be encouraged to take any accrued annual leave before mobilisation. LVJB is not obliged to accrue annual leave for a Reservist employee during the period of mobilisation. Reservists accrue annual leave with the MoD whilst they are in full time service. When they demobilise, Reservists are entitled to a period of post-operational leave (POL). During this period they will continue to be paid by the MoD.
- 14.7.10 A Reservist's employment cannot be terminated on the grounds of their military duties or their liability to be mobilised. To do so would be a criminal offence under s.17 of The Reserve Forces (Safeguarding of Employment) Act 1985.
- 14.7.11 Reservists can be included in the redundancy pool if this is necessary due to a downturn in business or closure of a department. However, all employees should be treated consistently, and redundancy criteria should not discriminate against Reservists on the grounds of their Reserve service or call-up liability.
- 14.7.12 During the period of mobilisation the Reservist will continue to accrue any rights to service-related company sick pay. Should a Reservist become sick or injured during mobilisation they will be covered by Defence Medical Services and any financial assistance will continue to be received (including pay) until demobilised. If the sickness or injury continues and this results in early demobilisation, the Reservist will remain covered by Defence until the last day of paid military leave. After this time the Reservist will be covered by LVJB sickness arrangements (In line with their contractual arrangements. If the Reservist becomes ill post mobilisation, and a notional return to work date has been agreed, they will be covered by LVJB sickness arrangements.
- 14.7.13 Both the Reservist and their employer have obligations under The Reserve Forces (Safeguarding of Employment Act) 1985 regarding the return to work process:

Reservist:

- The Reservist must write to their employer by the third Monday after their last day of military service making their request to return to work and suggesting a date which should fall within 6 weeks of their last day of full-time service.
- They are also encouraged to informally contact the employer to discuss their return to work at the earliest opportunity, whether via a letter, a meeting or a telephone call. The formal application must be made in writing for it to be valid under the Act.

Employer:

- The Employer has an obligation under Reserve Forces (Safeguarding of Employment) Act 1985 to reinstate the Reservist, where possible to their former role, and if not, to a mutually acceptable role on the same terms and conditions prior to mobilisation.
- The Reservist should be reinstated within 6 weeks of the last day of their full-time service. They must be reinstated for a minimum period of 13, 26 or 52 weeks, depending on their length of service prior to mobilisation.
- Sometimes Reservists may need refresher training when they return to work, or be given time to familiarise themselves with processes and procedures in the workplace.

14.7.14 A Reservist returning to work will benefit from a smooth re-integration into the workplace/team. The following should be considered as part of this process:

- The need to update on changes and developments in LVJB.
- The need to offer specific refresher training where it is sought/considered necessary.
- Where the job duties have changed since mobilisation a period of skills training may be required to assist with new aspects of the job.
- Whether the reservist can meet up with colleagues informally or socially before or after return to work to prevent any feeling of dislocation, if this is sought.
- Reasonable time off to seek therapeutic treatment if required.

14.7.15 In all cases of mobilisation, LVJB will release the Reservist to report for duty unless there are exceptional circumstances, whereby the decision and reasoning will be explained to the Reservist. In such circumstances LVJB has the right to seek exemption, deferral or revocation if the Reservist's absence is considered to cause serious harm to service delivery. LVJB will follow [this procedure](#).

14.8 Voluntary Training or Voluntary Duties

14.8.1 Reservists may also be asked to volunteer for either:-

- (i) additional training; and/or
- (ii) additional duties as a Reservist on a full-time or a part-time basis.

14.8.2 Where the duties or training are voluntary, only **unpaid** leave can be granted and only where the needs of service allow the time off to be approved.

14.9 Further sources of guidance and information can be obtained from the following:

- SaBRE (Supporting Britain's Reservists and Employers) www.sabre.mod.uk
- Royal Navy website www.royalnavy.mod.uk/the-fleet/maritime-reserves
- Army website: www.army.mod.uk/join/20233.aspx
- Royal Air Force website www.raf.mod.uk/rafreserves

15.0 Attending Court as a Witness

15.1 Criminal Cases

15.1.1 If you have been called as a witness by the LVJB, then your time away from work will be treated as part of your normal duties.

15.2 LVJB Enhancement

15.2.1 If you have been called as a witness by anyone other than the LVJB, whether for the defence or the prosecution, then you will be granted **paid** leave to attend court.

15.2.2 As a witness in a criminal trial, you may be able to claim back expenses from the Court. Any payment for loss of earnings will be offset against your salary.

15.3 Civil Cases

15.4 If you are called as a witness in a civil case, you will have to cover the time you need with either annual leave, flexi-leave or unpaid leave. If you receive any sort of allowance, there will be no offset against your salary, as you will be appearing in court in your own time.

16.0 Leave for Voluntary Work

16.1 The LVJB acknowledges the positive contribution that employees can make towards the functioning of public and voluntary bodies and recognises that they may require time off work in order to perform these duties.

16.2 Examples of voluntary activities are:-

- retained fire-fighter (NB payment received for call-outs);
- special constable;
- a member of a consumer council (eg public utilities);
- a member of a community council;
- a member of a body recognised by the LVJB for the purposes of community consultation.

16.3 Voluntary activities should normally be done in the employee's own time. Where an employee asks for leave for voluntary duties, the request will be considered against the needs of the service at the time and any leave agreed will be **unpaid**.

17.0 Leave to Take Part in Sporting Events

17.1 LVJB Enhancement

17.2 Employees are entitled to reasonable **paid** time off to participate in amateur sporting events if:-

- a) they are competing in an event; **or**
- b) they are officiating at an event; **and**
- c) the event is at national or international level.

17.3 Leave to take part in sporting events is granted at managers' discretion. Any request will be considered against the needs of the service. The manager should also consider:-

- a) the amount of special leave requested;
- b) whether the leave is for a single period or for separate blocks of time;
- c) how much special leave the employee has already had for this purpose;
- d) how much annual leave the employee has left and their willingness to use annual leave to cover these sort of events; and
- e) the amount of time off the employee has had for other purposes.

17.4 When the employee makes a request for leave, they must provide written confirmation from the sporting body that they will be participating or officiating at the event.

17.5 Managers can agree to meet the request by allowing a mixture of annual leave, flexi-leave, paid leave and unpaid leave to cover the time.

18.0 Pension Contributions while on Unpaid Leave

- 18.1 Employees are encouraged to ascertain the effect that taking any form of unpaid leave will have on their pension service and the circumstances in which unpaid leave could result in a break in service with their pension fund.
- 18.2 Further information can be obtained from your pension provider:
Lothian Pension Fund: <http://www.lpf.org.uk/>

19.0 Local Agreement

- 19.1 This document is a local collective agreement between the LVJB and Unison, every effort will be made by both parties to ensure that this document will be maintained as a local collective agreement and adjusted by agreement to meet changing future needs. In the event of failure to reach agreement, both parties reserve the right to terminate this local agreement by giving four months' notice in writing. In such circumstances, the terms of the local agreement will cease to apply to existing and future employees.

DEFINITIONS

TERM	MEANING
Continuous Service	Means continuous service with the Lothian Valuation Joint Board (or its predecessors) or any local authority or employer to which the <i>Redundancy Payments (Continuity of Employment in Local Government etc) (Modification) Order 1999 (as amended)</i> applies.
Dependant	A dependant can be: your spouse; your partner; a child of yours who is under 18 and lives with you; a parent; some other person who lives with you as part of your family (excluding tenants, lodgers, flat-mates or boarders); or some other person who depends on you:- (a) for short-term assistance in the event of illness or injury; or (b) to make arrangements for the provision of care in the event of illness or injury.
Family Member	To be determined by the manager in consultation with the Human Resource Manager having regard to the nature of the relationship which the person has with the employee and the circumstances prevailing in each case. It is recognised that close friends may be covered by this definition, including former work colleagues of LVJB (or its predecessors).
Nominated Carer	A person nominated by the mother or adopter to assist in the care of the child and to provide support to the mother or adopter at or around the time of the birth or adoption placement.
Parent	Is a child's mother, father, guardian, foster carer or some other person who has parental responsibility.
Partner	Is a person (whether of a different sex or the same sex) who lives with the mother or adopter and the child in an enduring family relationship but is not a relative (eg parent, sister/brother, aunt/uncle etc).
Serious Illness of a Dependant	Is defined as an illness or injury of a dependant which requires an employee to be absent from work for an extended period exceeding 10 working days in any 12-month period in order to provide care which is not available from either a health professional or another adult.
A week's pay	If your pay does not change with the amount of work done over the period, a week's pay is the amount the LVJB pays the employee under their contract of employment for working their normal hours in a week. Where there are no normal working hours, a week's pay is the average pay over the 12 weeks before the date on which the last complete week ended, excluding any week where the employee did not get any pay.

SUMMARY OF LEAVE PROVISIONS – Statutory Leave

1. UNPAID PARENTAL LEAVE

Statutory Entitlement: Maternity & Parental Leave etc. Regulations 1990 (Part III, sections 13-16)	Qualifying Conditions	At Manager's Discretion?	LVJB Enhancement	Total Paid Entitlement	Total Unpaid Entitlement
<p>Births:</p> <ul style="list-style-type: none"> • 18 weeks to be taken before the child's 18th birthday; • maximum of 4 weeks in any one year; • minimum block of leave is 1 week; • maximum of 13 blocks in total. <p>Adoptions:</p> <ul style="list-style-type: none"> • 18 weeks to be taken before the child's 18th birthday or before the 5th anniversary of their adoption, whichever is soonest; • maximum of 4 weeks in any one year; • minimum block of 1 week; • maximum of 13 blocks in total. <p>Child Qualifying for Disability Living Allowance:</p> <ul style="list-style-type: none"> • 18 weeks to be taken before the child's 18th birthday; • leave can be taken in single days; • maximum of 4 weeks in any one year; • no maximum total blocks of leave. 	1 year's continuous service with LVJB	No	N/A	N/A	As statutory entitlement

2 LEAVE FOR THE CARE OF DEPENDANTS

Statutory Entitlement: Employment Rights Act 1996 (57A)	LVJB Enhancement		Qualifying Conditions	At Manager's Discretion
	Paid	Unpaid		
Reasonable unpaid leave.	Up to 5 working days paid leave in any 12 month period. This can be taken in hours.	Reasonable unpaid leave	Employee must contact their line manager on first and second days of absence to confirm length of absence and agree frequency of contact during absence.	Yes.

3 BREAKDOWN OF CARE ARRANGEMENTS AND INCIDENTS INVOLVING A CHILD AT SCHOOL

Type of Leave	Statutory Entitlement: Employment Rights Act 1996 (57A)	LVJB Enhancement		Qualifying Conditions	At Manager's Discretion
		Paid	Unpaid		
Leave to arrange alternative care where normal care arrangements break down or to respond to incidents involving a child at school	Reasonable unpaid leave.	Up to 1 working day's paid leave in any 12 month period. This can be taken in hours.	Reasonable unpaid leave	Employee must be parent or main carer of the child.	Yes

4 BEREAVEMENT LEAVE

Type of Leave	Statutory Entitlement: Employment Rights Act 1996 (57A)	LVJB Enhancement		Qualifying Conditions	At Manager's Discretion
		Paid	Unpaid		
Leave where a family member or a close friend dies (see definitions).	Reasonable unpaid leave.	Up to 5 working days paid leave	Reasonable unpaid leave	None.	Yes

5 JURY SERVICE

Type of Leave	Statutory Entitlement: Employment Rights Act 1996 (50)	LVJB Enhancement		Qualifying Conditions	At Manager's Discretion
		Paid	Unpaid		
Leave to attend court as a jury member to cover the duration of the case being heard.	Unpaid leave to cover the time needed to attend court.	Leave to cover the time needed to hear the case. Attendance allowance offset against salary.	None.	Must produce the jury citation form.	No.

6 LEAVE FOR PUBLIC DUTIES

Type of Leave	Statutory Entitlement: Employment Rights Act 1996 (50)	LVJB Enhancement		Qualifying Conditions	At Manager's Discretion
		Paid	Unpaid		
Leave to cover work that is considered to be a public duty.	Reasonable unpaid leave.	Up to 208 hours paid leave per year to cover work considered to be public duties. Pro rata for Part Time Employees.	Reasonable unpaid leave if paid leave is exhausted.	Must produce proof of appointment/ election/ membership of public body.	Yes.

SUMMARY OF LEAVE PROVISIONS – Non Statutory Leave

1 EXTENDED UNPAID LEAVE FOR THE CARE OF DEPENDANTS

Type of Leave	Statutory Entitlement	LVJB Enhancement		Qualifying Conditions	At Manager's Discretion
		Paid	Unpaid		
An extended period of unpaid leave to care for a dependant	None.	None.	Up to 1 year's unpaid leave on up to 2 occasions with three years' continuous service between each period of leave.	Must have exhausted entitlement to leave for care of a dependant.	Yes
Reduced or changing working hours temporarily to care for dependant	None.	None.	This is a temporary period and must not exceed 1 year.	Employee must provide statement from dependant's medical practitioner indicating that the employee is needed to provide care to their dependant.	Yes

2 PLANNED HEALTHCARE OF A CHILD UNDER 18

Type of Leave	Statutory Entitlement	LVJB Enhancement		Qualifying Conditions	At Manager's Discretion
		Paid	Unpaid		
Leave to take a child to clinics for appointments, routine developmental check-ups and inoculations, etc.	None.	Up to 5 working days paid leave during first 18 years of child's life. If both parents work for the LVJB, they can share the 5 days. This can be taken in hours.	Up to 5 working days unpaid leave	The employee is a care provider for the child and no other adult is available to accompany the child.	Yes

3 FOSTER CARER LEAVE

Type of Leave	Statutory Entitlement	LVJB Enhancement		Qualifying Conditions	At Manager's Discretion
		Paid	Unpaid		
(i) Leave for prospective foster carers to cover preparation and assessment process to become registered.	None.	Up to 5 working days paid leave. This can be taken in hours.	No unpaid element.	Reasonable notice where practicable. Evidence of meeting also to be provided.	Yes
(ii) Leave for foster carers to attend urgent placement meetings	None.	Up to 1 working day's paid leave in any 12 month period. This can be taken in hours.	Up to 4 working days unpaid leave.	Reasonable notice where practicable. Evidence of meeting also to be provided.	Yes

4 LEAVE FOR RESERVISTS

Type of Leave	Statutory Entitlement	LVJB Enhancement		Qualifying Conditions	At Manager's Discretion
		Paid	Unpaid		
Leave for reservists to attend compulsory training and/or voluntary duties.	None.	Up to 2 weeks' leave to attend annual compulsory training; attendance allowance offset against salary;	Leave to take part in voluntary duties or call-out for service.	Employee must prove membership of a reservist force and provide written confirmation of the dates that they have to attend.	Yes

5 ATTENDING COURT AS A WITNESS – CRIMINAL CASES

Type of Leave	Statutory Entitlement	LVJB Enhancement		Qualifying Conditions	At Manager's Discretion
		Paid	Unpaid		
Leave to attend court as witness in a criminal case.	None.	Enough leave to cover the time needed to appear as a witness.	None.	Must produce the citation form.	No.

6 ATTENDING COURT AS A WITNESS – CIVIL CASES

Type of Leave	Statutory Entitlement	LVJB enhancement		Qualifying Conditions	At Manager's Discretion
		Paid	Unpaid		
Leave to attend court as witness in a civil case.	None.	None	Enough leave to cover the time needed to appear as a witness.	Must produce the citation form.	Yes.

7 LEAVE FOR VOLUNTARY WORK

Type of Leave	Statutory Entitlement	LVJB Enhancement		Qualifying Conditions	At Manager's Discretion
		Paid	Unpaid		
Leave to cover time spent on voluntary work	None.	None.	It is expected that employees will do voluntary work in their own time. However, if an employee requests unpaid time off to do voluntary work, this should be treated sympathetically, in line with business needs.	Must provide written proof that they are required to do voluntary work during their normal working hours.	Yes.

8 LEAVE TO TAKE PART IN SPORTING EVENTS

Type of Leave	Statutory Entitlement	LVJB Enhancement		Qualifying Conditions	At Manager's Discretion
		Paid	Unpaid		
Leave to participate in or officiate at national or international sporting events.	None.	Reasonable paid leave, covering the time needed to participate with consideration given to time needed for travel, with consideration given to the needs of the services.	Reasonable unpaid leave with consideration given to the needs of the service	Must provide written proof that they are required to participate or officiate.	Yes.

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