



SCOTTISH BALLET

A GUIDE TO YOUR EMPLOYMENT AT
SCOTLAND'S NATIONAL BALLET COMPANY.

Company Handbook

October 2017

WELCOME

I am delighted to welcome you to Scottish Ballet.

At Scottish Ballet, we are immensely proud of all that's been achieved since our founding in 1969.

We are, ultimately, a touring Company and operate as a close-knit team, working together to create acclaimed productions that engage with audiences both on and off the stage.

We always encourage positive and open communication between all members of staff and management. I believe everybody here contributes equally to the producing and performing of world-class dance at Scottish Ballet, whether that's directly in the spotlight, behind the scenes, working from our base in Tramway, or while we're on the road in the UK or overseas.

This Handbook is designed to act as a useful source of information and as a reference to our policies and procedures. Where specifically indicated, it should be read in conjunction with your contract of employment. The Handbook is updated periodically (as advised) and forms an important and valuable guide to your working life at Scottish Ballet.

If there is something you wish to know in relation to our policies and procedure ways of working or conditions of service, please feel free to speak with our Administration, Operations or Finance teams.

Our Mission, 'to inspire on stage and beyond', makes clear our intention to be a leader in our art form. Every individual that works at Scottish Ballet shares in this responsibility and it is only by team effort that this can be achieved.

I wish you every success in your role and look forward to working with you.

Welcome to Scottish Ballet.

A handwritten signature in black ink, reading "Christopher Hampson". The signature is fluid and cursive, with the first name "Christopher" written in a larger, more prominent script than the surname "Hampson".

CHRISTOPHER HAMPSON

Chief Executive/Artistic Director

TABLE OF CONTENTS

| | |
|---|------------|
| 1) PART ONE – ABOUT SCOTTISH BALLET | 3 |
| 1.1) Our Vision and Mission | 4 |
| 1.2) Our Values | 4 |
| 1.3) Our History and Founder | 4 |
| 1.4) Our Artistic Vision..... | 4 |
| 1.5) Supporting the arts and communities in Scotland | 5 |
| 1.6) Our home at Tramway | 5 |
| 1.7) Maintaining a healthy work/life balance | 5 |
| 2) PART TWO – IMPORTANT EMPLOYEE INFORMATION..... | 6 |
| 2.1) Equal Opportunities Statement | 6 |
| 2.2) Personal Details and Next of Kin..... | 6 |
| 2.3) Travel & Touring | 6 |
| 2.4) Attendance Management..... | 7 |
| 2.5) Redundancy | 10 |
| 2.6) Standards of Conduct..... | 10 |
| 2.7) Acceptance of Gifts..... | 11 |
| 2.8) Confidentiality | 11 |
| 2.9) Financial Conduct | 12 |
| 2.10) Company Property | 12 |
| 2.11) Intellectual Property | 12 |
| 2.12) Media Communications | 13 |
| 3) PART THREE - POLICIES | 15 |
| Appendix 1: Positive Work Environment Policy | 15 |
| Appendix 2: Personal Expenses Policy..... | 18 |
| Appendix 3: Social Media Policy | 24 |
| Appendix 4: Disciplinary Policy | 25 |
| Appendix 5: Grievance Procedure | 32 |
| Appendix 6: Child & Vulnerable Adult Safeguarding Policy | 34 |
| Appendix 7: Vehicle Policy | 37 |
| Appendix 8: ITC & Acceptable Usage Policy | 40 |
| Appendix 9: Speaking Up Policy | 50 |
| Appendix 10: Data Protection Policy | 54 |
| Appendix 11: Equality & Access Policy | 61 |
| Appendix 12: Anti-Bribery Policy | 65 |
| Appendix 13: Health & Safety Policy..... | 69 |
| Appendix 14: Family Friendly Policies | 75 |
| Appendix 15: Disclosure Policy | 115 |
| Appendix 16: Training & Development Policy | 118 |
| Appendix 17: Environmental Sustainability Policy | 121 |
| Appendix 18: Complimentary Ticket Policy | 124 |
| Appendix 19: Terror Threat Policy..... | 125 |

1) PART ONE – ABOUT SCOTTISH BALLET

1.1) Our Vision and Mission

As Scotland's national dance company, *we aim to move people by sharing our passion and creating exceptional dance.*

Our mission is *to inspire on stage and beyond*, showcasing our nation's creativity and bringing ballet to the widest possible audience.

Since 1969 our award-winning performances have taken us all over Scotland – from our biggest cities to our most remote communities. We also tour the world, promoting Scotland's diverse and pioneering spirit far and wide.

1.2) Our Values

Excellence – The way we practise. The way we strive. Our focus on detail. Together, they are what make the impossible look effortless. Perfection means setting relentlessly high standards with every movement, production and collaboration.

Integrity – Exceptional work is built on trust, honesty and mutual respect. We support each other, and turn away from behaviour that undermines or disrupts. When something is difficult or not working as we'd hoped, we say so – and accept it as part of the process.

Innovation – We have the confidence to find new ways and explore new ideas. We face any challenge with a belief that we can find a way. We stay curious, adventurous and playful – our creativity thrives because we accept that failure can lead to success. This is what it means to be a pioneer.

Inclusivity – As Scotland's national company, we want to share our passion for our art – recognising barriers and doing what we can to remove them. Everyone is welcome. Everyone is heard. Everyone can enjoy and take part.

Agility – As a busy, proficient ballet company, we think quickly, act decisively and adapt to the changing environment. Trying new ways of doing things is what keeps us alive.

1.3) Our History and Founder

Scottish Ballet was founded by Peter Darrell in 1969.

More information on Scottish Ballet and our founder go to scottishballet.co.uk > about-us

1.4) Our Artistic Vision

Bold, adventurous performances rooted in strong classical technique. It's how we started and it's how we'll grow. Our desire to explore new styles and push creativity is as alive as ever – we'll continue to work with ground-breaking choreographers like Ivgi & Greben, Bryan Arias, David Dawson and Crystal Pite.

Our creative vision goes beyond choreography. From digital platforms that showcase our work, to novel ideas that engage our audiences, we're always seeking new ways to bring the power of dance to as many people as possible.

We are here to present ballet at its best. We are passionate about live music and tour with an orchestra whenever we can. We present classics in new ways. We work with the finest dance makers. Throughout it all, we aim for excellence.

1.5) Supporting the Arts and Communities in Scotland

Scottish Ballet nurtures the talent of tomorrow; supporting dancers, choreographers and a wide range of artists. Our goal: to inspire excellence and creativity in everyone, and bring works – new and old – to audiences we haven't reached before.

We want to bring the joy of dance to everyone; age, ability and background simply don't get in the way. Our community engagement programme promotes confidence, fosters well-being and encourages creativity in all, by delivering inspirational dance sessions tailored to the needs of each group.

1.6) Our home at Tramway

Scottish Ballet offers a welcoming environment and bespoke premises at the Tramway international arts centre in Glasgow. The building features three full-size dance studios, including the Peter Darrell Studio, the largest dedicated dance rehearsal studio in Europe; a technical workshop; wardrobe facilities including a full workshop, fitting rooms, laundry and drying rooms, and shoe and costume stores; a small practice studio; a dedicated Education centre for classes and workshops; a fitness suite with Gyrotonic equipment; open plan and closed offices, and a social space and Green Room. The Social Space and Green Room are where Company members come together to relax and recharge during their breaks.

1.7) Promoting a healthy working life and work/life balance

The Company participates in the 'Busy Bees' and Computershare voucher schemes; initiatives which offer tax deductions for working parents to assist with pre-5 childcare payments.

Scottish Ballet will make a contributory payment towards glasses for any employee who normally uses the VDU for continuous periods of more than one hour, generally on a daily basis.

A weekly yoga class for staff is offered in the education studio (a small cost applies).

Please see Administration & Operations for information about these programmes.

NB: This section is under development and will be updated in due course.

2) PART TWO – IMPORTANT EMPLOYEE INFORMATION

The information in the following section of this Handbook forms part of, and should be read in conjunction with, your Contract and Conditions of Employment, which contains information specific to your employment. Provisions in your individual contract including collective agreements where applicable will always supersede those in this Handbook.

2.1) Equal Opportunities Statement

Scottish Ballet is committed to the principle of equal opportunity in employment. Scottish Ballet is committed to providing equal treatment and equal opportunities throughout employment, including recruitment, training, promotion and all other aspects of employment.

Scottish Ballet aims to provide a workplace that is free of discrimination on the grounds of sex, age, race, colour, nationality, ethnic or national origin, disability, religion or belief, marital or civil partner status, pregnancy or maternity, gender reassignment, or actual or perceived sexual orientation.

Scottish Ballet's objective is to ensure that individuals are selected, promoted and otherwise treated solely on the basis of their relevant aptitudes, skills and abilities, free from discrimination, victimisation and harassment.

More information refer Equality & Access Policy Appendix 11.

2.2) Personal Details and Next of Kin

Administration & Operations is responsible for maintaining up to date records of home address, next of kin and emergency contact details for each member of staff. This information will be requested when you start work with Scottish Ballet and you should advise of any changes to these details during the course of your employment.

It is important that Scottish Ballet maintains accurate details in case a member of staff has an accident. Information is held in confidence and is only used when needed.

2.3) Travel & Touring

2.3.1 General Travel

Travel expenses incurred for business purposes while on duty shall be reimbursed to you by Scottish Ballet, provided that such duties are carried out on the direct instruction of Scottish Ballet. Such claims shall not include travel expenses ordinarily payable by you to and from your home to your normal place of work, including such trips which are required outside of your normal working pattern. Travel expenses incurred shall be reimbursed for standard class rail, or bus, or taxi (where deemed more economical or practical) or use of your own vehicle – please note it is your responsibility to ensure that your vehicle is insured for business purposes. For applicable mileage allowances refer to the Finance Dep't for current rates. Staff should only use their own vehicles in the absence of public transport or availability of Scottish Ballet's fleet.

In exceptional circumstances, non-standard travel expenses may be considered acceptable where efficient company operations dictate, but must be pre-approved by either, the CEO/AD, ED, FD or senior manager.

In the event that you are unable to catch your last public transport home, due to work duties you are carrying out on the direct instruction of Scottish Ballet, we shall arrange, or pay reasonable travel costs for, transport to your place of residence. For hourly paid staff, time spent travelling outside of Glasgow for work purposes will be paid at single time, irrespective of the time or day. Salaried staff will not be entitled to additional reimbursement in respect of travelling time at any time.

2.3.2 Touring

Scottish Ballet is a company that tours from its base in Glasgow. Any employee of Scottish Ballet may be required to undertake work away from base including overnight stays. All such work will be paid according to 'normal contract'. Travel expenses will be reimbursed in accordance with the standard class rail fare. Time spent travelling will be treated as working time.

2.4) Attendance Management

2.4.1 Sickness Reporting

If you are to be absent from work owing to sickness or injury, you must inform your immediate line manager at the earliest possible time on the first day of absence and, in any event, by 10am, and on any further day of absence not covered by a medical certificate. If your line manager is unavailable, Administration & Operations or the Company Manager should be contacted directly, for non-dancers and dancers respectively. In the absence of the Company Manager, any member of the Artistic Team should be notified of your absence. In extreme circumstances, when individuals are unable to call their line manager personally, a suitable nominated person should contact the line manager on their behalf. Messages should not be left on voicemail.

On your return to work, you must self-certify sickness for all periods of illness which lasts up to, and including, seven (7) calendar days, via Scottish Ballet's HR Access Select System. If your illness lasts more than seven (7) calendar days, you must submit a doctor's medical certificate and you must maintain regular contact, at least once per week, with your line manager.

You may be required to give permission to Scottish Ballet for it to obtain a medical report from your GP.

You may be required to attend an independent medical examination, at Scottish Ballet's request, with a medical practitioner nominated by Scottish Ballet, if it proves appropriate to determine your continued fitness for work at any time. You may also be required to complete a medical questionnaire.

2.4.2 Company Sick Pay

In the event of your absence through sickness or accident, payment of salary will be made subject to the production of a satisfactory Medical Certificate(s), on the basis of Company Sick Pay conditions specified in your Written Statement of Terms and Conditions of Employment. Beyond the periods of Company Sick Pay specified in your contract, Statutory Sick Pay is paid for a maximum of 28 weeks.

You will participate in a return to work interview with your line manager, or supervisor, after a period of absence of more than two days, in order to establish whether you are fit to work and that there are no continuing problems.

After discussion with the employee, if their line manager is concerned that the employee's absence is due to an underlying health problem, they may refer the employee to an independent occupational health doctor or consultant nominated by Scottish Ballet. The Doctor or consultant will be asked to provide Scottish Ballet with its opinion in respect of various issues, which could include the following:

- When the employee will be fit to return to work
- If there is going to be a long term incapacity issue
- An indication of the pattern of further reviews
- Any adjustments that could be made to facilitate a return to work, where the employee is absent from work.

If there is no apparent health problem, the matter will be managed in accordance with the procedure for dealing with attendance issues.

When it is clear that an employee is not fit to return to the duties of his/her post within a reasonable period of time, or is unfit to return to work, the senior management will consider all relevant facts on advice from the respective manager, before making any decision regarding an employee's future employment. Factors and options that should be reviewed are:

- The advice and recommendations of the employee's GP and any independent occupational health doctor or consultant
- The employee's skills and capability
- The business needs of Scottish Ballet
- Reduction in hours of work
- Retainer scheme
- Suitable alternative work

When all the options identified above have been fully investigated but the continued employment of the employee is adjudged to be unfeasible, the senior management may contemplate the termination of the member of staff's employment. This decision can be implemented, following consultation with the employee, at any stage prior to or after the expiry of the employee's sick pay.

Employees will have the right to appeal against termination of their employment by writing to the Chief Executive/Artistic Director without unreasonable delay following receipt of the letter advising them that their employment had been terminated.

2.4.3 Attendance Issues

In the very rare situation where an employee has been absent from work and no underlying medical reason for his/her absence(s) can be identified from: the employee; medical certificates, when these have been submitted; any report made by the GP when a referral has been made, the line manager or senior member of staff will meet with the employee to discuss the reasons for his/her absence(s).

If the reasons given are unacceptable, the manager will advise the employee of this, stressing the importance of his/her regular attendance at work. The manager will then inform the employee in writing that his/her attendance level is expected to improve and that it will be closely monitored for a period of time appropriate to the circumstances.

Providing the employee's attendance level has been found to be satisfactory at the end of the monitoring period, the employee will be advised in writing of this and the original letter will be removed from the personal file and destroyed.

If there has been no improvement in the employee's attendance level at the end of the monitoring period or where Scottish Ballet deems it appropriate not to follow the above informal warning procedure, the matter will be dealt with under Scottish Ballet's current disciplinary procedures. When such disciplinary action is taken, the employee may be disciplined for misconduct including gross misconduct.

2.4.4 Compassionate Leave

Applications for compassionate/bereavement leave should be submitted to the Chief Executive/Artistic Director or Executive Director.

Management will give sympathetic consideration to such requests, when relating to bereavement of immediate family. For the sake of clarity, immediate family are defined as your partner or your (or your partner's) parents, children or siblings. It is acknowledged that other particularly close personal relations may exist with some extended family members. Should you wish to apply for compassionate/bereavement leave in relation to a member of your extended family, please speak with the Chief Executive/Artistic Director or Executive Director.

2.4.5 Leave of Absence

Applications for leave of absence (including sabbaticals) should be made in writing to your line manager, giving reasons for the request.

All such applications will be considered by the Chief Executive/Artistic Director or Executive Director and applications granted at management's discretion.

2.4.6 Family Emergencies

You are entitled to reasonable time off, without pay, for urgent incidents of real need involving a dependant, who is a member of your immediate family or someone who reasonably relies on you for help when they are ill or injured, or for making arrangements for them to be cared for in the event of illness or injury.

The entitlement to time off in such circumstances is limited to what is reasonable for you to deal with the immediate problem, and sort out any longer term arrangements.

If you are unable to attend work due to unforeseen family circumstances, such as the death of a dependant, breakdown of childcare arrangements or illness of a dependant, you may be entitled to reasonable time off work.

2.4.7 Jury Service

If you are required for jury service you should inform your line manager and produce the relevant court documentation. Appropriate time-off will be granted unless an exception has been sought from and obtained by the Head of Administration & Operations or the Company Manager. If you are called as a witness in a court case, appropriate unpaid time off will be granted.

2.4.8 Time off for Public Duties

If you hold a public position, you should inform Administration & Operations of the post you hold and apply, in advance, for any time-off you may require to perform your public duties. Special leave will be at the discretion of the Chief Executive/Artistic Director or Executive Director and, should this be agreed, will be unpaid leave.

2.5) Redundancy

In fulfilling its business requirements and its operational efficiency, Scottish Ballet aims to minimise and, where possible, avoid redundancies. The future viability of the Company is paramount, and Scottish Ballet will use such criteria as it considers appropriate at the time of redundancy.

2.6) Standards of Conduct

In any dealings with the public or other organisations with which Scottish Ballet has contact, you are required to give prompt and efficient service; be fair and impartial; adopt a helpful, courteous and business-like manner.

During your employment, you will represent Scottish Ballet and should act in its best interests at all times. The standard of conduct expected is that which promotes good relations between Scottish Ballet, its audience and suppliers; encourages the efficient and safe performance of work and good working relations with fellow employees. You must comply with all legislation and common law requirements affecting your work.

You should report to your line manager as soon as possible all instances of crime, and of suspected or proposed crime against Scottish Ballet of which you become aware. An employee who commits a criminal offence against Scottish Ballet or a customer or a potential customer will be liable to prosecution as well as disciplinary action, including dismissal.

Any employee who is arrested and refused bail or is convicted by a court of any criminal offence or, for authorised drivers, a traffic offence (including fixed penalty tickets other than for a parking offence), must report the fact to the Chief Executive/Artistic Director as soon as is possible.

2.7) Acceptance of Gifts

Any employee receiving a gift, either from those internal or external to Scottish Ballet, should register this gift in writing to the Head of Administration & Operations.

If the gift is of a value of £10 or less then it may be kept by the employee after registering it. If the gift is of a value of more than £10, it is owned officially by Scottish Ballet and will be used for business purposes or used in a charitable act as decided by Scottish Ballet.

In the event that the gift is from a collective of Scottish Ballet employees for an official occasion (e.g., a maternity leave present or, at the cessation of employment, a leaving present), the gift would fall outside this policy.

Please see the Anti-Bribery Policy for further information.

2.8) Confidentiality

During your employment with Scottish Ballet, it is likely that you will acquire privileged and/or confidential information concerning its operations, finances, business and other affairs including those of Group Companies and their customers and associates. All such information is 'Confidential Information'.

In accepting these conditions of service you agree with Scottish Ballet that, except with the prior written consent of Scottish Ballet you will not during your employment (otherwise than in the proper performance of your duties) or afterwards, use or disclose any confidential information or trade secrets concerning the business of Scottish ballet, which may come to your knowledge during the course of your employment. This includes all confidential information whether marked as 'confidential' or which otherwise ought reasonably to be taken as confidential by reason of the circumstances in which it is made available to you or to Scottish Ballet. You should also use your best endeavours to prevent the publication or disclosure of such information or secrets.

These restrictions will not apply after your employment has terminated to information which has become available in the public domain otherwise than through unauthorised disclosure. For the purposes of this clause, this includes company secrets relating to corporate and marketing strategy, business development and business plans, sales reports, financial information, business contacts and contracts with them.

Any trademark, design or other copyright work created by you during your employment with Scottish Ballet, (whether or not in conjunction with a third party) should immediately be disclosed to Scottish Ballet and will belong to Scottish Ballet. If you are asked to do so (whether during or after the termination of your employment) you will, at Scottish Ballet's expense, execute such documents as may be necessary to give effect to this and to assign all rights, title and interest in such property in Scottish Ballet. Scottish Ballet may nominate someone on your behalf and in its name to give effect to this.

You agree that you shall promptly, whenever requested by Scottish Ballet and, in any event, upon the termination of your employment, return to Scottish Ballet, without you or anyone on your behalf keeping copies of reproducible items, all property belonging to Scottish Ballet which may be in your possession or under your control including, but not limited to, all documents, papers and records which you may have prepared or which may have come into

your possession during the course of your employment.

A breach of this Policy will be dealt with in accordance with Disciplinary, Dismissals and Termination Policy.

2.9) Financial Conduct

All assets, liabilities, revenues, expenses and financial transactions are to be recorded accurately on the corporate books of account. No undisclosed or unrecorded fund or asset shall be established for any purpose. If you have information or knowledge of such or any other prohibited act, it must be reported to the Finance Director.

Compliance with established accounting policies and procedures is mandatory. You shall not make, or cause to be made, any false or artificial entries in Scottish Ballet's books and records.

No payment on behalf of Scottish Ballet shall be approved or made for a purpose other than that described by the documents supporting the payment.

A breach of this Policy will be dealt with in accordance with Disciplinary, Dismissals and Termination Policy.

2.10) Company Property

You are required to safeguard company property (including property on hire to Scottish Ballet) entrusted to you. In particular, you must be aware of, and comply with any operational instructions about the holding and custody of any items dealt with in the course of your work. When such property (including cash, stock, protective clothing, tools, vehicles and items from or parts of vehicles) is known to be lost or damaged, you must report this, in writing, to your line manager, immediately, or as soon as is reasonably possible, explaining the circumstances.

At the request of your line manager, or on termination of employment, you will return all property belonging to Scottish Ballet. This includes all documents, tools, computer software and all copies of any of the same, mobile phones, keys, credit cards, etc. belonging to Scottish Ballet or relating to Scottish Ballet or its' business associates, acquired or received during the course of your employment with Scottish Ballet and of which you are in possession or control of.

You will be required to pay Scottish Ballet the cost of any equipment (e.g., mobile, Phone, laptop etc) for which you are unable to account. Scottish Ballet reserves the right to deduct the cost from the final salary payment of an employee who is leaving employment with Scottish Ballet.

A breach of this Policy will be dealt with in accordance with Disciplinary, Dismissals and Termination Policy.

2.11) Intellectual Property

You must disclose to Scottish Ballet any design, writing, drawing or similar eye or machine readable record of knowledge, know how, invention, or process that is created, made or discovered, whether alone or jointly, in the course of your employment ('Intellectual Property').

Any such Intellectual Property is the property of Scottish Ballet, and you are expected to comply with any reasonable request from Scottish Ballet to assist in the preparation and

execution of all documents necessary for the protection or exploitation of any Intellectual Property rights.

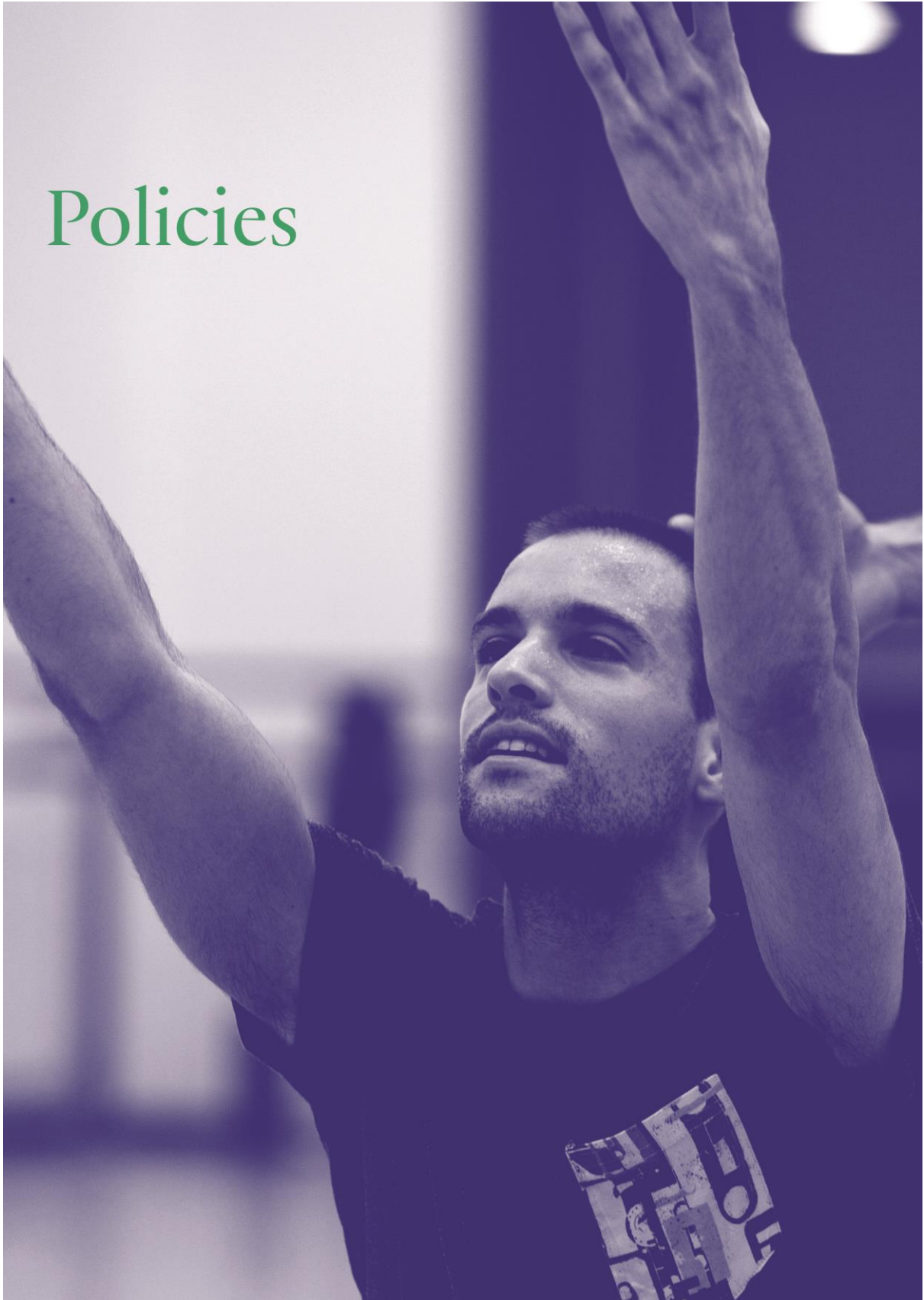
2.12) Media Communications

It is the strict policy of Scottish Ballet that all media enquiries should be passed immediately to the Communications Officer or the Head of Sales and Marketing.

No employee should enter into communications with any form of the media without the prior authorisation of the Communications Officer or the Head of Sales and Marketing.

Any breach of this policy around media communications will be dealt with in accordance with Disciplinary Policy Appendix 4.

Policies



3) PART THREE – POLICIES

APPENDIX 1: POSITIVE WORK ENVIRONMENT POLICY

Application and Scope

This policy applies to all staff, agency workers, chaperones, trustees, volunteers, freelance practitioners and trainees.

Policy Statement

This policy is non-contractual and Scottish Ballet reserves the right to alter or amend it at any time.

Scottish Ballet is committed to creating a harmonious working environment, which is free from harassment and bullying, and in which every member of staff is treated with respect and dignity and treat others in the same way.

It is committed to ensuring that individuals do not feel apprehensive because of their actual or perceived religion, religious or similar belief, political opinion, gender, marital or civil partner status, actual or perceived sexual orientation, race, colour, national or ethnic origin, nationality, age, sex, disability, gender reassignment, or any inappropriate or discriminatory behaviour on protected grounds.

Harassment and bullying are unacceptable behaviours at work and will be treated as misconduct, which may include gross misconduct warranting dismissal. All members of staff must comply with this policy.

Definition of Harassment

Harassment is unwanted conduct that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for them.

Harassment may take many forms. It can range from extreme forms, such as violence, to less obvious actions, such as persistently ignoring someone at work.

The following, though not an exhaustive list, may constitute harassment:

- Physical contact ranging from touching to serious assault;
- Unwanted conduct which violates a person's dignity;
- Verbal and written harassment through jokes, offensive language, gossip and slander;
- Isolation or non-cooperation at work, exclusion from social activities;
- Intrusion by pestering, spying, following etc.;
- Coercion for sexual favours or sexually suggestive remarks;
- Pressure to participate in political or religious groups; and
- Bullying.

Workplace Bullying

Workplace bullying is inappropriate, offensive behaviour, which is often an abuse of power or position. It can be direct or indirect, either verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of

employment, which could reasonably be regarded as undermining the individual's right to dignity at work.

The following examples may constitute bullying:

- Threats, abuse, teasing, gossip and practical jokes;
- Humiliation and ridicule;
- Name calling, insults, devaluing with reference to age or physical appearance.

It should be noted that it is the impact of the behaviour which is relevant and not the motive or intent behind it.

Workers' Responsibilities

All staff have a responsibility to help create and maintain a working environment that respects the dignity of workers. You should be aware of the serious and genuine problems that harassment and bullying can cause, ensuring that your behaviour is beyond question and could not be considered in any way to be harassment or bullying. You should discourage such behaviour by making it clear that you find it unacceptable, and by supporting colleagues if they are experiencing harassment or bullying and are considering making a complaint. You must alert a Manager to any incidents to enable Scottish Ballet to deal with the matter.

Managerial Responsibility

Managers have a responsibility to ensure that harassment or bullying does not occur in work areas for which they are responsible. They will be responsive and supportive to any member of staff who makes a complaint, provide full and clear advice on the procedure to be adopted, maintain confidentiality in all cases and ensure that there is no further problem or any victimisation after a complaint has been resolved.

Procedure for Dealing with Alleged Harassment or Bullying

If you believe that you have been the subject of harassment or bullying, you should, in the first instance, ask the person responsible to stop the behaviour, as it is unacceptable to you. Having an informal conversation at an early stage will often be sufficient to stop the behaviour, which is causing the offence without involving third parties. If this is not appropriate, or does not stop the behaviour then you should also speak to your line manager and/or HR for further advice before raising a formal complaint. Your line manager or HR may also suggest that mediation may be appropriate.

If you decide to make a formal complaint you should do so through the Grievance Procedure, as soon as possible after the incident has occurred. All complaints will be handled in a timely and confidential manner, as far as is reasonable. You will be guaranteed a fair and impartial hearing and the matter will be investigated thoroughly. If the investigation reveals that your complaint is valid, prompt attention and action, designed to stop the behaviour immediately and prevent its recurrence, will be taken. For the avoidance of any doubt, you have the right to appeal any decision made.

You will be protected from intimidation, victimisation or discrimination for filing a complaint or assisting in an investigation. Retaliating against an employee for complaining about harassment or bullying is a disciplinary offence.

Whilst this procedure is designed to assist genuine victims of harassment or bullying, you should be aware that if you raise complaints, which are proven to be deliberately vexatious, you will become subject to proceedings under the Disciplinary and Dismissal Procedure.

APPENDIX 2: PERSONAL EXPENSES POLICY

Application and Scope

This policy applies to all staff, agency workers, chaperones, trustees, volunteers, freelance practitioners and trainees.

Policy Statement

This policy is non-contractual and Scottish Ballet reserves the right to alter or amend it at any time.

In light of the significant level of public funding that we receive and of our status as a registered Scottish charity, it is vital that all spend on personal expenses meets with best practice. This is an area of operation that receives considerable scrutiny from both the external auditors and the Office of the Scottish Charity Regulator. All claims in respect of expenses should be made within four weeks of the expense being incurred.

Any attempt to claim expenses in breach of this Policy may result in disciplinary action.

Personal Expenses

Budget Holders

Staff who hold budgets that cover personal expenses may not spend in excess of their budgets, except in exceptional circumstances and with the prior authorisation of the CEO/AD, ED or FD.

Non Budget Holders

Staff who do not hold budgets that cover personal expenses should not incur such expenses without the prior authorisation of their line manager and budget holder (which will usually, though not always, be the same person).

Hospitality

External entertaining

As a charity and large recipient of public funds, entertainment and hospitality for SB business purposes should be managed with appropriate restraint. The company recognises that there are occasions where it is appropriate to provide hospitality to visitors and external business contacts, therefore, when entertaining external clients, reasonable expenses may be incurred and reimbursed. It is incumbent on the individual to ensure that an event is for business purposes and that the reason for the entrainment is wholly to provide hospitality to visitors and external business contacts. In order to claim expenses you must provide a valid VAT receipt/s (credit card slips alone will not be acceptable), the names of those in attendance, their organisation and the purpose of the meeting/entertaining and a claim form or credit card record .

Internal entertaining

Expenses incurred for staff or team hospitality (initiated at the discretion of the Head of Department) can only be claimed if pre-approved by either, the CEO/AD, ED, FD or senior

manager. Such hospitality should be considered a legitimate expense where there is a positive benefit back to SB such as: rewarding a team for going ‘over and above’; morale building; providing lunch/refreshments for an ‘away day’ team planning exercise etc. Considered and appropriate rationale should be applied to any such request.

Such expenses should be managed with appropriate restraint and with due regard to frequency, venue and menu selection etc. Please carefully consider SB’s charitable and public funded status when determining internal entertaining. And if unsure, speak with either, the CEO/AD, ED, FD or senior manager.

Alcoholic Beverages

As a general rule, alcohol is considered to be non-essential expenditure and, therefore, cannot be claimed as expenses when entertaining external clients. However, the cost of a glass of wine or similar alcoholic beverage may be included as part of the overall cost of an evening meal/function when deemed appropriate (as a guide, alcohol should not exceed one third of the total bill). The cost of alcoholic drinks outside of an evening meal/function cannot be claimed.

Please carefully consider responsible drinking conventions and SB’s charitable and public funded status, when determining alcohol consumption.

Gratuities

Reasonable gratuities that form part of the itemised account can be considered part of the cost of the bill and may be reclaimed. Gratuities should not exceed 15% of the cost of the meal, excluding alcohol. Cash gratuities are non-redeemable.

Per Diems

As always with public funds, you should only claim these receipts when such expenditure is required, and please note that alcohol and gratuities are not refundable.

Touring Per Diems

Due to the HMRC ruling which came into effect on 1 April 2016, Scottish Ballet is required to operate its UK Touring under a new system. Outlined below is the detail of how all travel and per diems will be calculated and processed.

Senior Management, and Guest Creatives/ Conductors/ Dancers/ Teachers, Chaperones and Students

- Daily subsistence expenses will be paid up to £25 per day (using the benchmarks below), when working outside of Glasgow.

HMRC benchmark scale rates:

| | |
|--|-----|
| Over 5 Hours | £5 |
| Over 10 Hours | £10 |
| Over 15 Hours and/or an overnight stay | £25 |

- Up to an additional £5 can be claimed by providing receipts for personal (non-business) incidental expenses. All claims must be submitted to and approved by the Finance

Director/Company Manager (as applicable) within two weeks of the end of the tour. The claim must be for the following items –

- Daily newspaper
 - Hotel Wi-Fi
 - Laundry
- All accommodation and travel will be booked by Scottish Ballet.

Technical/ Stage Management/ Wardrobe/ Temporary Technical

- Daily subsistence expenses will be paid up to £25 per day (using the benchmarks below), when working outside of Glasgow. Daily subsistence rates for each location will be set by the Company Manager. Daily subsistence will be paid the Friday prior to the applicable week.

HMRC benchmark scale rates:

| | |
|---|-----|
| Over 5 Hours | £5 |
| Over 10 Hours | £10 |
| Over 15 Hours and/ or an overnight stay | £25 |

- Up to an additional £5 can be claimed by providing the Company Manager with receipts for personal (non-business) incidental expenses. All claims must be submitted to and approved by the Company Manager within two weeks of the end of the tour. The claim must be for the following items –
 - Daily newspaper
 - Hotel Wi-Fi
 - Laundry
- All accommodation will be booked by Scottish Ballet. Accommodation will be a minimum of 3* and in single accommodation. No breakfast will be included. Accommodation will be within 20 minutes walking distance of the theatre, or travel arrangements will be made by Scottish Ballet.
- Travel can be booked by Scottish Ballet or individually booked travel costs will be reimbursed on production of receipts, up to a maximum of a standard single rail fare, or a mileage claim. For London, Belfast and small-scale tours, all travel will be booked by Scottish Ballet. Expenses claims for individually booked travel must be submitted to and approved by the Company Manager within two weeks of the end of the Tour. Prior to all tours, travel days will be set by the Technical Director and circulated to the appropriate employees.
- Mileage shall be paid in accordance with the HMRC Approved Mileage Rates, currently 45p per mile for the first 10,000 miles. This is a tax-free rate, which you are not required to disclose on personal tax returns.

However, in order for any mileage claim to be paid the following conditions must be met:

- The journey must be essential and necessary for the performance of duties. This should be agreed with your line manager before the journey is taken.
- The staff member must have insurance cover for 'use in connection with his/her employer's business', sometimes described as Class 1 Business Use. Where the policy does not state this, written confirmation must be obtained from the insurer. It is the staff member's responsibility to provide this information – see note 'Use in Connection with his/her employers business' below.
- A copy of the insurance documents must be supplied to the Finance Department at each renewal date.
- A copy of the car logbook must be supplied to the Finance Department on making a first claim and every time a change of vehicle occurs.

Any staff who want to use their own car and claim mileage must also be aware of -
'Use in Connection with his/her employers business'.

- Staff using their own vehicle for the use of Scottish Ballet business, require 'Class 1 Business Use' insurance, which enables them to use their vehicles in the course of their job for which expenses are reimbursed. Some insurers may make a minimal additional charge for this extension, dependant on the nature of the use of the vehicle.
 - Staff should always check with their own insurers to ensure that their own policy covers them for the nature of the work they will be doing, even on a volunteer basis, in case their insurance company does not provide such an extension to their policy.
 - Comprehensive cover in itself is not sufficient. It is the 'Use' of the vehicle that needs to be correct ('Class 1 Business use' cover can also be included on Third Party Fire & Theft cover).
 - If staff are using their own vehicle on behalf of Scottish Ballet, they are required to ensure with their own insurers that their Motor Policy will cover them for carrying out their work for Scottish Ballet, including carrying passengers.
 - It is a legal requirement that everyone who uses a vehicle on the road must keep it in a roadworthy condition, under the Road Traffic Act 1988. It is the responsibility of the staff member to ensure the road worthiness of their vehicle when being used in undertaking Scottish Ballet business.
- For performance/ production weeks in Glasgow, travel costs will be reimbursed on production of receipts, up to a maximum of a weekly *First Group* Glasgow city bus ticket. All claims must be submitted to and approved by the Company Manager within two weeks of the end of the tour.

Dancers / Temporary Dancers/ Artistic Staff /Massage /Music/ Company Manager

- Daily subsistence expenses will be paid up to £25 per day (using the benchmarks below), when working outside of Glasgow. Daily subsistence rates for each location will be set by the Company Manager. Daily subsistence will be paid the Friday prior to the applicable week.

HMRC benchmark scale rates:

| | |
|---|-----|
| Over 5 Hours | £5 |
| Over 10 Hours | £10 |
| Over 15 Hours and/ or an overnight stay | £25 |

- Up to an additional £5 can be claimed by providing the Company Manager with receipts for personal (non-business) incidental expenses. All claims must be submitted to and approved by the Company Manager within two weeks of the end of the tour. The claim must be for the following items –
 - Daily newspaper
 - Hotel Wi-Fi
 - Laundry
- All accommodation will be booked by Scottish Ballet. Accommodation will be a minimum of 3* and in single accommodation. No breakfast will be included. Accommodation will be within 20 minutes walking distance of the theatre, or travel arrangements will be made by Scottish Ballet.
- All travel will be booked by Scottish Ballet, with the exception for Glasgow Theatre Royal performance/ production weeks.
- For performance/ production weeks in Glasgow, travel costs will be reimbursed on production of receipts, up to a maximum of a weekly *First Group* Glasgow city bus ticket. All claims must be submitted to and approved by the Company Manager within two weeks of the end of the tour.

Freelance Technical/ Orchestra

- Touring allowance and travel will be paid as per the UK Theatre rates.

Non-Touring Staff

- For day to day working, expenses for Non-Touring staff will be reimbursed on production of receipts, through the Ebis system, up to a maximum of £25 per day and in line with the following benchmarks:

HMRC benchmark scale rates:

| | |
|---|-----|
| Over 5 Hours | £5 |
| Over 10 Hours | £10 |
| Over 15 Hours and/ or an overnight stay | £25 |

- During touring time and for continuous working away from the office of three days or more, daily subsistence expenses will be paid up to £25 per day (using the benchmarks below), when working outside of Glasgow. No receipts need to be presented in this instance. Daily subsistence should be processed by the individual on the Ebis system and authorised by the employee's Line Manager.

HMRC benchmark scale rates:

| | |
|---|-----|
| Over 5 Hours | £5 |
| Over 10 Hours | £10 |
| Over 15 Hours and/ or an overnight stay | £25 |

- Up to an additional £5 can be claimed by providing the employee's Line Manager with receipts for personal (non-business) incidental expenses. All claims must be submitted

to and approved by the employee's Line Manager within two weeks of the end of the tour. The claim must be for the following items –

- Daily newspaper
- Hotel Wi-Fi
- Laundry
- Expenses claims must be submitted to and approved by the employee's Line Manager on a monthly basis.
- All accommodation and travel will be booked by Scottish Ballet.

APPENDIX 3: SOCIAL MEDIA POLICY

Scottish Ballet is a forward looking organisation, keen to engage with new technology and to embrace new forms of communication.

The social media in particular, provides a fantastic range of opportunities to promote Scottish Ballet's brand and activities. Dancers, staff, freelancers, and guest artists/creative teams are key to Scottish Ballet's brand and we would like to encourage all to engage in social media channels and to share what makes Scottish Ballet exciting and unique.

With the use of internet and social media come responsibilities, both from a personal and a professional perspective. Listed below are some of the things that are important to consider in order to ensure your online activities are a safe and positive addition to Scottish Ballet's reputation and brand:

- Do not post any personal information in a public profile (including any social media channel for which you have followers that you do not know personally).
- Be mindful of the fact that social media is a public area, used by the media to gather information.
- Use common sense and common courtesy: for example, please don't report on private conversations, processes, rehearsals or other internal Scottish Ballet activities that are not meant for circulation in the public domain.
- Please ask permission of those that appear in content you wish to share via Social Media before you do.
- You may only share films [via Social Media] that do not include choreographic works. Any picture containing choreographic work should be approved before posted. No content should be shared if it breaches any Intellectual Property and/or Copyright of Scottish Ballet, its collaborators and its partners.
- You must ensure that you do not reveal any confidential information and/or exclusive content not yet in the public domain. This particularly includes costume designs, set designs, music and/or choreography of new works.
- Please remember to tag or @ mention Scottish Ballet in your post so that people can be led to our pages.
- Please do not comment on anything related to funding, legal or commercial matters.
- Do not post any videos or pictures that may be deemed offensive or inappropriate.
- You may occasionally participate in a non-Scottish Ballet online discussion that nonetheless identifies you as having a connection with the Company. If this is the case, please use the following phrase: please note that any views or opinions presented are solely those of the author and do not necessarily represent those of Scottish Ballet. On the Twitter bio, please add: 'Views are my own'.
- Endorsement of products by SB employees – In order to avoid potential conflicts with SB's current sponsors or for any future negotiations, employees are not permitted to endorse products in social (or other media) without first having sought clearance from SB's Head of Marketing or Commercial.

If you have any questions or doubts, please contact the Head of Sales and Marketing or the Content and Digital Executive.

APPENDIX 4: DISCIPLINARY POLICY

Application and Scope

This policy applies to all employees.

Policy Statement

This policy is non-contractual and Scottish Ballet may alter or withdraw it any time.

Disciplinary Rules

It is an employee's responsibility to familiarise themselves with the following Disciplinary Rules and Procedure. The aim of the Disciplinary Rules and Procedure is to set out the standards of conduct expected of all staff, and to provide a framework within which Scottish Ballet can work with staff to maintain those standards and encourage improvement where necessary.

Any breach of the Disciplinary Rules will result in action being taken in accordance with the Disciplinary and Dismissal Procedure. If an employee has any concerns or requires clarification on any issue(s), please raise them with your line manager in the first instance.

Conduct liable to disciplinary action

Examples of Misconduct include (but are not limited to):

- Damage to, or unauthorised use of, Scottish Ballet's property;
- Poor timekeeping;
- Unauthorised absence from work;
- Carelessness, negligence or incompetence in performing normal duties;
- Minor breaches of the Equalities & Access Policy or Scottish Ballet's other policies;
- Refusing or failing to fulfil minor contractual obligations;
- Persistent lateness or absenteeism;
- Persistent work errors;
- Failure to carry out lawful, reasonable and safe instructions from an appropriate manager;
- Failure to respond adequately to previous warnings;
- Rudeness to colleagues at work or managers (which may if sufficiently serious amount to gross misconduct); or
- Careless disregard of Scottish Ballet's rules or a breach of its policies and procedures.

Examples of Gross Misconduct include (but are not limited to):

- Being in possession of, or dealing in, illegal drugs whilst at work;
- With the exception of employees who have prior permission to do so, drinking alcohol during working hours;
- Possession, being under the influence or after effects of alcohol/drugs (including 'legal highs') and/or drug abuse at work;
- Theft, dishonesty or fraud;

- Actual or threatened violence, or behaviour which provokes violence;
- Breach of safety rules and/or any action, which seriously endangers the health or safety of an employee, or any other person whilst at work;
- Deliberately making a false entry in the written records of Scottish Ballet;
- Knowingly giving false information, or deliberately omitting relevant information, on the job application form or curriculum vitae;
- Unlawful discrimination, harassment and bullying;
- Receipt of bribes to effect the placing of business with a supplier of goods or services;
- Inaccurate or fraudulent recording of financial transactions;
- Unauthorised access to, or disclosure of, any confidential information in breach of Scottish Ballet's Data Protection Policy;
- Falsification of working hours;
- Criminal offence causing harm to the reputation of Scottish Ballet or relations with Scottish Ballet's employees;
- Unauthorised access to or disclosure of any part of Scottish Ballet's computer data;
- Acts of gross negligence or misconduct involving careless or reckless driving of company vehicles, including the use of hand-held mobile phones whilst driving;
- Loss of driving licence on conviction when driving is all or an essential part of the job requirements;
- Serious neglect of duties, or a serious or deliberate breach of your contract;
- Serious insubordination;
- Indecent or lewd behaviour;
- Smoking inside Scottish Ballet's premises and/or vehicles;
- Serious misuse of Scottish Ballet's e-mail/internet or other computing resources, including the unauthorised copying or sharing of audio and/or visual footage of the company's work in breach of the ITC & Acceptable Usage Policy;
- Absence without cause from any performance or rehearsal or part thereof that you have been notified that your attendance is required at, from any cause other than illness or accident; or
- Bringing Scottish Ballet into disrepute.

Disciplinary Procedure

The purpose of the Disciplinary Procedure is to outline a recognised and consistent system to deal with any issues of conduct, capability or other circumstances which may result in a disciplinary or other warning or dismissal.

About this policy

It is Scottish Ballet's policy to ensure that all employees are treated fairly and consistently, to ensure the efficient and safe performance of work and promote the maintenance of good relations between colleagues, and between employees and their managers.

Before considering a sanction under this procedure, steps will be taken by Scottish Ballet to establish the facts. In instances of underperformance, steps will be taken to provide reasonable support and training.

Minor conduct issues can often be resolved informally between an employee and their line manager. These discussions should be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of any such informal discussions may

be placed on an employee's personnel file but will be ignored for the purposes of any future disciplinary hearings. In some cases an informal verbal warning may be given, which will not form part of an employee's disciplinary records. Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).

Investigations

The purpose of an investigation is to establish a fair and balanced view of the facts relating to any disciplinary allegations against an employee, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from the employee and any witnesses, and/or reviewing relevant documents.

An employee does not normally have the right to bring a companion to an investigative interview. However, an employee may be allowed to bring a companion if it helps them to overcome any disability, or any difficulty in understanding English.

An employee must co-operate fully and promptly in any investigation. This will include informing the person carrying out the investigation of the names of any relevant witnesses, disclosing any relevant documents and attending investigative interviews if required.

If the employee is a member of the Senior Management Team, the Board may appoint a sub-committee to investigate any allegations made against them.

Suspension

At any stage of this Disciplinary Procedure an employee may be suspended from work, on full pay, whilst investigations are carried out and/or disciplinary action is taken. The suspension will be for no longer than is necessary to investigate the allegations and the arrangements will be confirmed to the employee in writing. While suspended, an employee should not visit Scottish Ballet's premises or contact any other employees, unless they have been authorised to do so. Suspension is not a disciplinary penalty and does not mean that an employee has been, or will be found, guilty of any particular offence or act of misconduct.

Criminal allegations

Where an employee's conduct is the subject of a criminal investigation, charge or conviction, Scottish Ballet will investigate the facts before deciding whether to take formal disciplinary action.

Scottish Ballet will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where an employee is unable or has been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, it may be decided to take a decision based on the available evidence.

A criminal investigation, charge or conviction relating to conduct outside work, may be treated as a disciplinary matter if it is considered that it is relevant to an employee's employment.

Confidentiality

So far as is reasonably practicable, confidentiality will be maintained throughout all processes that are carried out in terms of this procedure. However, employees should be aware that it may be necessary to disclose certain information, so that Scottish Ballet can fully investigate the circumstances.

An employee, and anyone accompanying them (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.

Notification of a hearing

Following any investigation, if it is considered that there are grounds for disciplinary action, an employee will be required to attend a disciplinary hearing. The employee will be informed in writing of the allegations against them, the basis for those allegations, and what the likely range of consequences will be if it is decided after the hearing that the allegations are true. The letter will also include the following where appropriate:

- (a) A summary of relevant information gathered during the investigation;
- (b) A copy of any relevant documents which will be used at the disciplinary hearing; and
- (c) A copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case the employee will be given as much information as possible while maintaining confidentiality.

The employee will be given written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but the employee will be given a reasonable amount of time, usually two to seven days, to prepare their case based on the information provided to them.

If the employee is a member of the Senior Management Team, the Board may appoint a sub-committee to chair the disciplinary hearing. The sub-committee will not include anyone who was involved at the investigation stage.

Right to be accompanied

An employee may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. The employee must tell the person conducting the hearing the identity of their chosen companion, in good time before the hearing.

A companion is allowed reasonable time off from duties without loss of pay, but no-one is obliged to act as a companion if they do not wish to do so.

If an employee's companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards, the employee may be asked to choose someone else to act as their companion.

Procedure at disciplinary hearings

If the employee or their companion cannot attend the hearing, they should inform the manager conducting the hearing immediately and an alternative time will be arranged. An employee

must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If an employee fails to attend without good reason, or is persistently unable to do so (for example for health reasons), a decision may be taken based on the available evidence.

Throughout the Disciplinary Procedure, an employee will be given the opportunity to respond to any complaint before any decision on a disciplinary penalty is taken. At the disciplinary hearing, the manager will go through the allegations against the employee and the evidence that has been gathered. The employee will be able to respond and present any evidence they have. The companion may make representations and ask questions, but should not answer questions on the employee's behalf. The employee may confer privately with their companion at any time during the hearing.

An employee may ask relevant witnesses to appear at the hearing, provided they give the manager conducting the hearing sufficient advance notice to arrange their attendance. An employee will be given the opportunity to respond to any information given by a witness.

The manager may adjourn the disciplinary hearing if they feel they need to carry out any further investigations, such as re-interviewing witnesses in the light of any new points the employee has raised at the hearing. The employee will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

The employee will be informed in writing of the decision and the reasons for it, usually within one week of the disciplinary hearing.

Disciplinary Penalties

The usual penalties for misconduct are set out below. No penalty should be imposed without a hearing. Scottish Ballet aims to treat all employees fairly and consistently, and a penalty imposed on another employee for similar misconduct will usually be taken into account, but should not be treated as a precedent. Each case will be assessed on its own merits.

An employee will not normally be dismissed for a first act of misconduct, unless it amounts to gross misconduct or the employee has not yet completed their probationary period.

Stage 1 - Verbal warning - It will usually be appropriate for a first act of misconduct where there are no other active written warnings on the employee's disciplinary record. A record of the verbal warning will be placed in the employee's personnel file for a period of 6 months.

Stage 2 - Written warning - It will usually be appropriate for misconduct where there is already an active verbal warning on the employee's record; or misconduct that is considered sufficiently serious to warrant a written warning even though there are no other active warnings on the employee's record. A written warning will be issued and a copy placed in the employee's personnel file for a period of 6 months.

Stage 3 - Final written warning - It will usually be appropriate for misconduct where there is already an active written warning on the employee's record; or misconduct that is considered sufficiently serious to warrant a final written warning even though there are no other active warnings on the employee's record. A final written warning will be issued and a copy placed in the employee's personnel file for a period of 12 months.

Stage 4 – Dismissal - Dismissal may be with or without notice depending on the circumstances, and may occur whether or not previous warnings have been issued. It will usually only be appropriate for misconduct during an employee's probationary period; further misconduct where there is a final written warning on the employee's file; or any gross misconduct regardless of whether there are active warnings on their record. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal).

Written warnings will set out the nature of the misconduct, the change in behaviour required, the period for which the warning will remain active, and the likely consequences of further misconduct in that active period.

After the active period, the warning will remain permanently on the employee's personnel file, but will be disregarded in deciding the outcome of future disciplinary proceedings.

An employee will be entitled to appeal against any disciplinary or dismissal decision taken, such appeal being held in accordance with the Appeal Procedure, which is outlined below.

Appeals

If an employee wishes to appeal against any disciplinary warning or a decision to dismiss, they should appeal in writing, stating their full grounds of appeal, within one week of the date on which they were informed of the outcome. The employee should address the appeal to the Chief Executive/Artistic Director or, if the employee is a member of the Senior Management Team, it should be addressed to the Board.

If the employee raises any new matters in their appeal, further investigation may need to be carried out. If any new information comes to light the employee will be provided with a summary including, where appropriate, copies of additional relevant documents and witness statements. The employee will have a reasonable opportunity to consider this information before the hearing, and the employee or their companion may comment on any new evidence arising during the appeal before any decision is taken.

The employee will be invited to attend an appeal meeting, normally within seven days of receiving their appeal, and they should take all reasonable steps to attend.

The appeal hearing may be a complete re-hearing of the matter, or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at the appeal manager's discretion depending on the circumstances of the case. In any event, the appeal will be dealt with as impartially as possible. Where possible, the appeal hearing will be conducted impartially by a more senior manager who has not been previously involved in the case.

If the employee is a member of the Senior Management Team then the appeal hearing may be chaired by a sub-committee of the Board. The sub-committee will not include anyone who has been involved in the process. If, in the opinion of the Board, this is not possible, the Board will consider appointing an external party to chair the appeal.

An employee may bring a companion with them to the appeal hearing (see above).

After the appeal meeting the employee will be informed of the final decision as soon as possible, usually within one week. A decision may be taken to confirm the original decision; revoke the original decision; or substitute a different penalty. There will be no further right of appeal.

If an employee is appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if their appeal is successful they will be reinstated with no loss of continuity or pay.

APPENDIX 5: GRIEVANCE PROCEDURE

Application and Scope

This policy applies to all employees.

Policy Statement

This policy is non-contractual and Scottish Ballet may alter or withdraw it any time.

About this procedure

It is Scottish Ballet's policy to ensure that all employees have access to a procedure to help deal with any grievances relating to their employment fairly and without unreasonable delay. Scottish Ballet aims to investigate any formal grievance an employee raises, hold a meeting to discuss it with the employee, inform them in writing of the outcome, and give a right of appeal if the employee is not satisfied.

Informal procedure

Most grievances can be resolved quickly and informally through discussion with an employee's line manager. If this does not resolve the problem an employee should initiate the formal procedure set out below.

Formal procedure

Where an employee has a grievance relating to any aspect of their employment and informal discussions with their line manager have not resolved the issue, they should raise the grievance in writing and submit it to their line manager. If the grievance concerns the employee's line manager, they may submit it a more senior member of management or, if not possible, another member of management at the same level.

If the employee is a member of the Senior Management Team, they should submit their grievance to the Board. The Board will then appoint a sub-committee to hear the employee's grievance.

The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that it can be investigated.

It is Scottish Ballet's intention to consider all grievances as soon as possible, and a meeting will be held usually within 5 days of the employee raising the grievance. The employee should make every effort to attend. The meeting will enable the employee to give full details about their grievance.

The employee may bring a companion to the grievance meeting, if they make a reasonable request in advance and tell Scottish Ballet the name of their chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as the employee's companion.

If the employee or their companion cannot attend at the time specified, they should let the manager hearing the grievance know as soon as possible and they will try, within reason, to agree an alternative time.

The manager hearing the employee's grievance may adjourn the meeting if they need to carry out further investigations, after which the meeting will usually be reconvened.

The manager will write to the employee, usually within one week of the last grievance meeting, to confirm the decision and notify the employee of any further action that Scottish Ballet intend to take to resolve the grievance. The employee has the right to appeal against this decision.

Appeals

If the employee wishes to appeal, they must submit their appeal in writing to the Chief Executive/Artistic Director or, if the employee is a member of the Senior Management Team, this should be sent to the Board. The grievance appeal should state the employee's full grounds of appeal, within one week of the date on which the decision was sent or given to them.

The employee will then be invited to attend an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a manager who has not previously been involved in the case.

If the employee is a member of the Senior Management Team, then the appeal hearing will be heard by a sub-committee of the Board. The sub-committee will not include anyone who has been involved in the grievance process. If, in the opinion of the Board, this is not possible, the Board will consider appointing an external party to chair the appeal.

The employee will have a right to bring a companion (see above).

The manager conducting the appeal will confirm their final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

APPENDIX 6: CHILD & VULNERABLE ADULT SAFEGUARDING POLICY

Application and Scope

This policy applies to all staff, agency workers, chaperones, trustees, volunteers, freelance practitioners and trainees.

Policy Statement

This policy is non-contractual and Scottish Ballet may alter or withdraw it any time. Throughout this policy we have referred to 'children' and also 'young people'. By this we mean individuals who are under the age of 18.

The Policy also refers to 'vulnerable adults'. By this we mean individuals aged 16 or over who are in receipt of one or more type of care, health or welfare service.

The welfare of the child, young person or vulnerable adult is paramount. Scottish Ballet is committed to the protection and safekeeping of all children, young people and vulnerable adults who attend and participate in its activities.

Scottish Ballet will take all reasonable steps to ensure that children, young people and vulnerable adults are kept in a safe environment and not exposed to physical, sexual or emotional harm. All suspicions and allegations of abuse and poor practice will be taken seriously, and responded to swiftly and appropriately.

The nominated Child Protection Officer for Scottish Ballet is the Associate Director (Education).

All staff, chaperones and freelance practitioners with unsupervised access to children, young people and vulnerable adults, will be subject to Enhanced Disclosure or Protecting Vulnerable Groups Scheme Membership, in line with current government legislation. Other Disclosure will be requested, as appropriate.

All workers, including freelance dance artists, are identified via an open recruitment process. They are required to submit a reference and are subject to an initial teaching observation, followed by further observations.

Code of Conduct

All staff and freelance practitioners must adhere to the following Code of Conduct at all times:

- Treat all participants, including children, young people and vulnerable adults, with respect;
- Be an excellent role model;
- Remember that you are entrusted to protect the participants we work with, and are answerable to their parents/carers and Scottish Ballet;
- Always work in an open environment, avoiding private or unobserved situations. However, if ever working in isolation or alone with a small group, please alert a member of the Education team and outline your planned activity. Transparency and openness are vital;

- Ensure that, wherever possible, there is more than one adult present during your organisation's activities with children and young people;
- If a situation or comment feels wrong, communicate that to another member of the Education Department, no matter how trivial;
- Respect a young person or vulnerable adult's right to personal privacy. Let them know in advance, when you need to touch them to instruct or correct them, that this is what you will be doing;
- Ensure parents are notified that the use of touch for the purposes of giving children corrections is necessary in any dance class, and will be used in a respectful and direct way;
- Recognise that special caution is required in moments when you are discussing sensitive issues with children and young people;
- Use your initiative and common sense when policy and practice suggest another more prudent approach;
- Provide enthusiastic and constructive feedback, rather than negative criticism;
- Any teacher working with children aged 8 years and under will have a support worker present at all times, unless the class is a parent and child activity class;
- Ensure that young people, engaged to perform with Scottish Ballet in a theatre situation, are accompanied by their chaperone(s) at all times.

Avoid, at all times:

- Inappropriate physical or verbal contact with children or young people;
- Using inappropriate language, making derogatory or suggestive remarks, or gestures, in front of children or young people;
- Objectivising children or young people;
- Jumping to conclusions about others without checking facts;
- Exaggerating or trivialising child abuse issues;
- Permitting abusive behaviour e.g. bullying, ridiculing or taunting;
- Encouraging inappropriate attention-seeking behaviour, such as 'crushes';
- Showing favouritism;
- Believing 'it could never happen to me'.

What to do if you suspect a child is being physically, sexually or emotionally abused:

- Do not independently investigate or question;
- Do not challenge parents/carers about your concerns;
- Inform the Education Manager or Associate Director (Education), or an Education Officer in their absence, as soon as possible;
- Do maintain confidentiality;
- If you are working in a school environment, you must respect their procedures and report directly to a senior teacher, the Head Teacher or their Deputy Head Teacher in the first instance;
- Make a written record, as accurately as you can, of any conversation or evidence which has caused you to be concerned. Please complete the Reporting Child Protection Incidents pro-forma, which can be obtained from the Director of Engagement or Education Manager, and return it to them for retention in compliance with data protection laws.

The Director of Engagement and/or the Education Manager will contact the police or social

services/social work department, if appropriate. Please see the Suspected Abuse Guidance document for further information on processes followed when suspicion is reported.

Working with Partner Organisations and Off-site on Projects

Meet with your contact in the organisation or venue, at the outset, and do the following:

- Ask for a copy of the organisation or local authority's Child Protection/Health and Safety and Equal Opportunities Policies;
- Ask for the name and contact of their Child Protection Officer. If they do not have such a person, be clear about how to report any concerns;
- Ask for the name and contact of their Health and Safety officer. If they do not have such a person, be clear about how to report any concerns;
- Ensure a joint Risk Assessment (both Scottish Ballet and the partner organisation) has been carried out in respect of the activities that you will be undertaking;
- If the above is not possible, ask the Director of Engagement to conduct an independent Risk Assessment;
- Ask, and be clear about, how you will report accidents so that both organisations are aware of any incident;
- Ask who the First Aider (child certificate) is and how they can be contacted;
- If you do not have a mobile phone available, ask where the emergency telephone is and make sure that numbers of emergency services are prominently displayed;
- Be clear about protocols, practices and procedures regarding taking still and moving images of children, young people and vulnerable adults;
- Check you have consent forms from parents and children to be involved in the activities that you are leading;
- Check you have the appropriate staff/child ratios.

Social Media

When working with young people and children:

- On no occasion should you engage in private messaging with a child from a personal social media account;
- It is acceptable for you to set up a 'professional' social media account, separate from your 'personal' account;
- You should not offer out or accept requests to communicate with children on any social networking platform, unless it is being used for expressly professional reasons, that it contains no personal and/or inappropriate material and that it can be openly accessed by other staff members;
- With regards to Facebook, it is policy that, if a class or group wish to communicate via Facebook, they create a Facebook Page (not a group) to do this. Persons working with young people should not for any reason 'friend' them on Facebook. If an employee is working with young people with whom they are already 'friends' with on Facebook (for example through family friendships), this must be disclosed to their line manager as soon as possible.

Further details on acceptable use of social media can be found in the Scottish Ballet Social Media Policy. Any breach of this Policy may result in disciplinary action up to and including dismissal.

APPENDIX 7: VEHICLE POLICY

Application and Scope

This policy applies to all staff, agency workers, chaperones, trustees, volunteers, freelance practitioners and trainees.

Policy Statement

This policy is non-contractual and Scottish Ballet reserves the right to change or cancel the provisions of the Scottish Ballet Vehicle Policy without notice.

Driver's Responsibilities:

- The driver should ensure that their driving licence is current and of the type required for the vehicle to be driven;
- Scottish Ballet will be responsible for maintenance, servicing and repair costs relating to Scottish Ballet vehicles, except where maintenance, servicing or repair results from, or is connected with, the neglect or negligence or breach of this Policy;
- The driver should notify Scottish Ballet immediately of any mechanical, electrical or other operational defect. The tyres, fluid levels and brakes should be checked weekly by the driver;
- It is the responsibility of the Operations Officer to ensure that the vehicle is serviced within the specified intervals, as detailed in the service book supplied with the vehicle;
- Any faults or defects must be reported immediately to the Operations Officer. The driver must ensure that an approved agent, organised by Scottish Ballet, carries out any works, if appropriate. Any works carried out must be approved by Administration & Operations before being undertaken;
- All drivers must obey all traffic laws;
- The driver must keep the vehicle clean inside and out;
- It is a legal responsibility of any driver to ensure that the vehicle is in a roadworthy condition before they drive it. Please see the Operations Officer for a checklist to assist;
- Any accident or theft (whether the driver is at fault or not) must be reported to Administration & Operations within 24 hours. An insurance claim form must also be completed within 7 days and forwarded to the Head of Administration & Operations;
- If involved in an accident, the driver should never admit liability. If a person is injured, the police must be called;
- The driver should always make notes, take photographs or make sketches if appropriate, and obtain details of all third parties and witnesses;
- Personal effects, including mobile phones, are not insured by Scottish Ballet. Please take personal effects with you or lock them in the boot;
- Scottish Ballet requires all drivers to take the utmost care, and to control the vehicle in a safe and responsible manner. Driving a Scottish Ballet vehicle without due care may be considered a disciplinary matter;
- Any driver summonsed in relation to a traffic offence or convicted of a traffic offence must inform Administration & Operations immediately;
- The drivers' licence must be produced and copied when any points or penalties are added and given to the Head of Administration & Operations;

- If the driver is tested positive for driving under the influence of alcohol or drugs, their Head of Department and Administration & Operations must be advised immediately. A subsequent conviction may be treated as prima facie evidence of gross misconduct under the disciplinary procedure;
- All speeding fines, parking tickets, fixed penalties etc. must be dealt with as a priority. Copies of completed forms and relevant documents must be passed to the Head of Administration & Operations. Failure to respond to a Summons and/or inform Scottish Ballet or to pay fines may be viewed as a disciplinary matter. The driver is responsible for all fines and penalties. These payments will not be reimbursed by Scottish Ballet. Any fines, which are not paid immediately and necessitate administrative work by either the Head of Administration & Operations, his/her staff or the Company, will incur a £25 administration charge to be levied on the responsible driver. If a second notice is received, Scottish Ballet will pay the fine and recharge to the driver the cost with an additional £25 administration charge*;
- Driving a motor vehicle and using a hand-held mobile phone, text messaging and using a hand-held with an earpiece or a microphone, is illegal. The definition of driving includes a stationary vehicle but the engine still running. A driver, therefore, needs to have parked and switched the engine off before using the phone. It is also illegal to use a satellite navigation system, or any similar device, while driving which may distract the driver.

* Scottish Ballet reserves the right to pay unpaid fines at any time, and to recover payments for unpaid fines and consequential administrative work, by deduction from salary.

Authorised Drivers

No-one may drive a Scottish Ballet vehicle without approval from the Head of Administration & Operations.

- Before permission is given, the driver must produce both parts of their driving licence to the Head of Administration & Operations, who will ensure these are scanned to the appropriate individual's electronic HR file;
- No member of staff who has held a driving licence for less than one year may drive a Scottish Ballet vehicle, unless specifically authorised to do so by the Head of Administration & Operations.

Every year, all approved drivers must produce both parts of their licence to the Head of Administration & Operations, to ensure an up-to-date scan is taken for the relevant electronic HR file.

Prohibited Use of Scottish Ballet Vehicles

Scottish Ballet vehicles must not be used for the following purposes:

- Racing, rallying or speed testing;
- The carrying of passengers or goods for reward or hire;
- Personal, non-Scottish Ballet business use;
- Any other company's business or other remunerative business;
- Any purpose that may be detrimental to the Scottish Ballet's interest.

Pool Vehicles

A pool vehicle is defined as a vehicle that is not allocated to any one person's use.

- A pool vehicle should not be taken home overnight, unless the driver is on-call, scheduled for an early appointment in the opposite direction to the office or has a late appointment;
- All drivers using a pool vehicle must sign it in and out in the relevant log;
- Any driver using a pool vehicle must report, immediately, any damage, accident, mechanical fault or traffic offence occurred whilst the vehicle is in their care;
- Smoking is not permitted in pool vehicles;
- All rules contained in this policy document apply to pool vehicles.

APPENDIX 8: ITC & ACCEPTABLE USAGE POLICY

Policy Statement

This policy is non-contractual in nature and Scottish Ballet may alter or withdraw it at any time.

Application and Scope

All employees and any third parties, such as visitors, contractors, agency staff, sub-contractors or consultants, using any electronic media and services (including but not limited to e-mail, internet and telephone) that are:

- Accessed on or from Scottish Ballet's premises;
- Accessed using Scottish Ballet's computer equipment, or via Scottish Ballet's paid access methods; and/or
- Used in a manner which identifies the individual with Scottish Ballet,

will be subject to compliance with this policy (irrespective of whether their use is for work-related matters or personal use, where permitted). It is the responsibility of the employee, who authorises the third party use, to ensure that third parties have read and understood the terms of this policy and agree to be bound by it.

This policy applies to internal and external e-mail transmission.

Legal Liability

Employees should be aware that legal responsibility for employee e-mails, communications and Internet misuse by an employee rests with both Scottish Ballet and the individual responsible. For example, where an email contains a defamatory comment or a comment which could be considered to amount to harassment, then this could attract liability to both the author of the e-mail and to Scottish Ballet. Accordingly, employees should be aware at all times that responsibility for e-mail, communications and Internet misuse lies wider than the individual who misuses it. The mere possession of certain material can constitute a criminal offence. Employees who misuse such communications may be the subject of disciplinary action.

Similarly, employees, and particularly senior employees, should be aware that Scottish Ballet can be held to be vicariously liable for representations made or contractual arrangements entered into by its employees, where it is reasonable for a third party to assume that the employee is acting with Scottish Ballet's authority. All employees should take great care in relation to both external and internal e-mails which could be contractually binding and, in the event of any uncertainty, seek the guidance of the Head of Administration & Operations.

Personal Use

Telephones, e-mail, Internet access and computer access generally are privileges given to employees for the purposes of their work. However, employees need to demonstrate a sense of responsibility and must not abuse these privileges. Whenever possible, personal telephone calls, e-mailing and Internet use should be kept to a minimum and conducted outside normal working hours, and employees must not allow use of these facilities to interfere with their job

performance or work responsibilities.

For the avoidance of doubt, Scottish Ballet will not tolerate employees who spend lengthy periods, either within or outwith their working day, using the telephones, Internet or e-mailing for non-work related purposes. Employees who abuse this privilege will face disciplinary action. In cases of serious breach, this may result in dismissal.

Employees should be aware that the telephone numbers called and sites accessed can be tracked, in addition to recording the duration of the access. Telephone calls, email and web activity is monitored by the System Administrators.

Electronic Data Storage

Staff members are provided with personal and public electronic storage space to store documents relevant to their work. This space has an associated cost in the form of back up and management overheads. Scottish Ballet requires staff to be economical in their use of this storage space by ensuring, for example, that documents are not replicated unnecessarily.

All employees with a network profile have access to the shared public areas (S: Drive) and a private area (H: Drive). Access to folders on the S: Drive is restricted to groups of staff with a need to access the information in that area. The H: Drive can only be accessed by the specific, named member of staff and System Administrators.

Staff should consider which documents would be best placed in the shared area and which in the private area. If there is data that needs to be shared between specific staff which does not fit naturally into the S: Drive permissions configuration, the Operations Manager should be notified.

Two backups are currently taken of the data on the server. It is imperative that all data is saved in either the S: or H: Drives, in order that it is properly backed up. Saving to the desktop or the C: Drive should be avoided at all times.

Guidelines on Acceptable Use

E-mail system

Electronic media and services are primarily for Scottish Ballet's business use, and e-mail and Internet access are privileges given to employees for the purposes of their work. Whilst limited personal use is acceptable, use of e-mail (sending or receiving), or any other e-mail system accessed via the internet using Scottish Ballet's equipment or systems for personal purposes, should not interfere with your work and use should be restricted to outwith core hours. Scottish Ballet does have computer facilities provided and designated for personal use, and you are encouraged to utilise these. In allowing access to computer facilities designated for personal use, Scottish Ballet expects all employees to act responsibly and any abuse of such designated computer facility will result in its withdrawal, and employees may be subject to disciplinary action. Employees must never allow use of this facility to interfere with their job performance or work responsibilities.

General Email Etiquette

E-mail communications are often perceived as being closer to informal speech rather than formal writing. E-mails can be sent quickly and often with little thought regarding their

content. What the sender may construe as acceptable could be construed as rude and abrupt by the recipient. In order to minimise offensive or harassing e-mails, the following guidelines shall apply:

- The inappropriate use of upper case in e-mails should be avoided;
- Employees should not send '**flaming**' emails – an email that vents emotion and/or is likely to encourage an inflammatory response;
- Employees should avoid sending curt or abrupt e-mails;
- Employees must not abuse others even in response to abuse directed at them;
- If a user receives an e-mail in error, they must inform the sender immediately and delete the message from Scottish Ballet's computer system;
- Employees are encouraged to practice good 'housekeeping' with regard to e-mail facilities, especially given individual storage space restrictions in place. It is, therefore, the employee's responsibility to store only items that may be required for retrospective access.

Email signatures following the current brand guidelines (provided by Marketing) will be added outgoing emails.

Employees must not transmit confidential, personal or other sensitive information by e-mail, unless appropriate encryption is applied to protect it.

Any messages or information sent by an employee to one or more individuals via an electronic network, (e.g., bulletin board, on-line service or Internet) are statements identifiable and attributable to Scottish Ballet. While some users include personal 'disclaimers' in electronic messages, it should be noted that there would still be a connection with Scottish Ballet, and the statement might still be legally imputed to Scottish Ballet. Employees must also not represent personal opinions as those of Scottish Ballet, either via electronic messages or through online postings or uploads.

All communications sent by employees via a network must comply with this and other Scottish Ballet policies on confidential information, and must not disclose any confidential or proprietary Scottish Ballet information.

Any breach of these general email etiquette provisions will be dealt with in accordance with the Disciplinary Policy.

Acceptable Use of Internet

Internet access is primarily for Scottish Ballet's business use, and e-mail and Internet access are privileges given to employees for the purposes of their work. However, limited personal use of the Internet is permitted. In allowing access to computer facilities, Scottish Ballet expects employees to act responsibly. Abuse of computer facilities will result in its withdrawal and employees may be subject to disciplinary action. Employees must never allow use of this facility to interfere with their job performance or work responsibilities and, whenever possible, personal e-mailing and Internet use should be conducted outside your normal working hours. Employees who abuse this privilege within working hours will face disciplinary action. Employees should be aware that the Internet/Web sites accessed will be subject to monitoring by Scottish Ballet.

Online Activity

If employees use computer facilities to carry out on-line transactions, Scottish Ballet takes no responsibility for any part of the transaction, and is not liable for any failure of security that might occur as a result of the transaction.

Employees must not download, upload or otherwise transmit any copyrighted materials or commercial software belonging to parties outwith Scottish Ballet, except where permission has been given by the owner of the copyright and the action is a part of your professional duties at Scottish Ballet.

Social Networking

Scottish Ballet has a presence on a number of social networking sites and, as such, employees may require access to these sites for purposes relating to their employment. Use of social networking sites for purposes not related to the business of Scottish Ballet during working hours is not acceptable. Full details of Scottish Ballet's rules and guidelines on social media are contained within the Social Media Policy.

Any breach of these social networking provisions will be dealt with in accordance with the Disciplinary Policy.

Acceptable Personal Use of Telephones

Use of telephones is primarily for the carrying out of Scottish Ballet's business; however a limited number of personal calls are permitted. In addition Scottish Ballet has provided telephone facilities for personal purposes and these facilities should be used in the first instance wherever possible. Where such personal use is permitted, employees are expected to act responsibly. Employees must never allow use of this facility to interfere with their job performance or work responsibilities. Employees who abuse this privilege will be subject to disciplinary action.

Scottish Ballet recognises that it is legitimate to receive calls via Scottish Ballet's own facilities or by an employees' personal mobile telephone, which are of a personal nature (where they may relate to domestic arrangements) and occasional non-urgent calls. Such personal calls should not interfere with their job performance or work responsibilities and, where possible, these should be received during scheduled breaks or outside normal working hours.

The use (but not the mere possession) of camera and/or video functions on mobile phones in the office is strictly prohibited, unless such use is necessary or beneficial to enable employees to carry out their duties properly. Due to concerns about confidentiality and privacy in the workplace, the camera/video function should, where possible, be disabled.

Privacy and Monitoring

Scottish Ballet has a legitimate interest in monitoring the use being made of its electronic media services and facilities by its employees. For instance (but without prejudice to the said generality), Scottish Ballet may wish to carry out monitoring in order to:

- Detect harassment or other inappropriate behaviour;

- Monitor performance of its employees where this is appropriate;
- Monitor and detect the outward transmission of confidential information;
- Prevent and detect theft of Scottish Ballet property;
- Prevent or detect any unlawful act;
- Monitor adherence to this and other policies;
- To perform other duties in the employment sphere;
- To see whether communications are business related;
- For training or quality assessment; or
- For other purposes permitted under the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.

This Policy, together with Scottish Ballet's Data Protection Policy, insofar as it relates to employees, provides sufficient notice that monitoring may take place.

Whilst Scottish Ballet respects the wishes of the individual to work without 'Big Brother' looking over their shoulder, it is necessary for the protection of Scottish Ballet's business, and its interests generally, that there are systems in place to monitor and screen electronic communications automatically.

There are systems in place to automatically block access to websites considered to be inappropriate. Attempts to access such sites will be logged automatically by reference to the user concerned and the website to which access was sought. Such logged attempts are monitored and may be the subject of disciplinary action whenever appropriate, depending on the degree of risk to Scottish Ballet. It is appreciated that an individual may inadvertently attempt to access such a blocked site, and this will not normally be a breach of this Policy. If any individual find themselves blocked from a website, or if they inadvertently accesses an inappropriate website, this should be reported immediately to the Operations Manager. This will enable that individual to access the site, if appropriate, or allow Scottish Ballet to log the site to prevent further inadvertent access, if appropriate.

An employee who inadvertently finds that they have accessed a site containing offensive or sexually explicit material or any material which is prohibited in terms of this Policy, must exit the site immediately and notify the Operations Manager of the site address so it can be blocked. If an employee is found, through the process of legitimate monitoring or otherwise, to be accessing (or attempting to access) such sites regularly (more than once), then they will risk disciplinary action.

An employee who receives any unsolicited, offensive, pornographic or sexually explicit e-mails or other electronic message, or any e-mail or electronic which contains prohibited material which shall include an e-mail or message containing a hyperlink to a site of that nature, should inform the Operations Manager. Such emails should not be forwarded to the Operations Manager. It will be for the Operations Manager to decide whether further investigation is required by the Head of Administration & Operations. The Chief Executive/Artistic Director will deem whether disciplinary action is appropriate. The employee in question must cooperate fully with any such investigation.

Scottish Ballet may electronically monitor all outgoing and in-house emails at the point of transmission, including incoming and outgoing e-mail and attachments to such mail, in order to identify certain types of high-risk content and the content and type of attachments. This is necessary for the protection of Scottish Ballet and its' systems, and to ensure that the content of e-mail or any attachment does not contravene the terms and spirit of this or any other

policy. Any such mail or attachment considered to breach this Policy will automatically be quarantined. The e-mail will not be released to the intended recipient until the actual nature of the content of the quarantined attachment has been verified. Each individual using Scottish Ballet's e-mail services to transmit such e-mails or attachments is deemed, by the acceptance of Scottish Ballet's terms when logging on to Scottish Ballet's electronic media services, to have authorised the accessing and verification of such content by Scottish Ballet.

Scottish Ballet also reserves the right, at Scottish Ballet's discretion, to review any electronic files and messages held on any computer, or other device, and to review an individual's usage of any electronic media, services, system or device to the extent necessary to ensure that electronic media, services, systems or devices are being used in compliance with the law, and with this and Scottish Ballet's other policies. Without prejudice to that generality, Scottish Ballet may open unopened emails in the individual's inbox or listen to voice messages during any period when the individual is absent from work, for any reason in order to ascertain whether such messages are business related and/or required to be actioned or responded to if time critical. Users of Scottish Ballet's computers and systems are deemed by their acceptance at log-on of the terms of this Policy, to have authorised the accessing and verification of the content of such electronic files and messages by Scottish Ballet.

Scottish Ballet may routinely monitor usage patterns for both voice and data communications (e.g., number called or site accessed; call length; times of day calls). Reasons include cost analysis/allocation and the management of our gateway to the Internet. Telephones and voice-mail are not monitored as to the content other than in exceptional circumstances.

Deliberate attempts to avoid or circumvent any of Scottish Ballet's monitoring systems will be deemed a breach of this Policy and, potentially, a disciplinary offence.

The use of Scottish Ballet's electronic media services and facilities is subject to provisions of the following legislation, and to other such legislation as may be applicable from time to time.

- Data Protection Act 1998;
- Telecommunications Act 1984;
- Copyright, Designs and Patents Act, 1988 and subsequent regulations;
- Computer Misuse Act, 1990;
- Copyright (Computer Software) Amendment Act 1985;
- Criminal Justice and Public Order Act 1994;
- Race Relations (Amendment) Act 2000;
- Human Rights Act 1998;
- Regulation of Investigatory Powers (Scotland) Act 2000;
- Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000;
- Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended);
- Offensive Behaviour at Football and Threatening Communications (Scotland) Act 2012.

Accordingly, employees should be aware that there is no legitimate expectation of privacy in their use of any of the electronic media services and facilities provided or facilitated by Scottish Ballet. There is no guarantee that any personal call made using a telephone system

at Scottish Ballet or e-mail sent from Scottish Ballet (including e-mail sent from a web-based account) will remain private. If you have a private matter to discuss then it may be more appropriate to use some other means of communication such as a public pay telephone or your own mobile phone.

If you receive a personal call at Scottish Ballet then you should make it clear to the caller at the beginning of the telephone call that the call may be monitored or recorded in line with this Policy. Employees are reminded that, as of 1 December 2003, there was the introduction of a new offence relating to the use of hand-held phones whilst driving, under Regulation 104 of the Road Vehicles (Construction and Use) Regulations 1986 (as amended).

Audio Visual Footage – Data Protection

Depending upon the nature of your position, Scottish Ballet may permit you to take digital files or media, containing audio and/or visual footage of sections of Scottish Ballet's artistic work, offsite.

Any recorded footage supplied to you from Scottish Ballet's body of work must be treated by you as strictly private and confidential, and may not be shown to anyone who is not, at that time, employed by Scottish Ballet. Any such data may not be copied and it must not be allowed to pass to any other individual or body without the prior written permission of the Chief Executive/Artistic Director of Scottish Ballet. For note, the unauthorised copying or sharing of this protected data may be considered gross misconduct under Scottish Ballet's disciplinary procedure.

The data that you carry offsite may be held on very small physical objects, such as memory sticks. You are asked to give particular attention to the security and safety of any hardware containing this data, being mindful of its safe return to Scottish Ballet at your earliest convenience. In the event that any such data is lost by you or stolen from you, you must inform the Chief Executive/Artistic Director as a matter of critical urgency.

Disciplinary Action and Unacceptable Use

Any employee found to be making unacceptable use of Scottish Ballet's electronic media or services, or abusing the privilege of access to electronic media or services, breaching or assisting in the breach of this Policy or aware of another's breach and failing to report it promptly to Scottish Ballet, will be subject to disciplinary action and/or risk having the privilege removed from themselves and possibly other employees.

In cases of serious breach, this may result in dismissal.

The list of unacceptable uses outlined below is merely indicative and not exhaustive of conduct, which will result in disciplinary proceedings. Employees should also be aware that Scottish Ballet will monitor telephone, internet and email use and may also inform the appropriate authorities if, for instance, there has been a commission of an offence or breach of data protection legislation.

Electronic media may not be used for knowingly transmitting, retrieving or storing any communications:

1. Of a discriminatory or harassing nature whether to an individual or to a group.

2. Which are derogatory to any individual or group including (without limiting that general concept) of a sectarian nature.
3. Which are obscene or pornographic, or which pose a risk to Scottish Ballet that they may be regarded as such, including (without limiting that general concept) images of nudity or those that depicting a sexual act;.
4. Which are of a defamatory or threatening nature to any individual or group.
5. Which are commercial marketing, whether such communications are solicited or unsolicited.
6. Which have 'chain letters'.
7. In which an employee knowingly or recklessly obtains or discloses to another person personal data without the consent of that person or the data controller.
8. For any purpose which is immoral, a criminal act or otherwise unlawful or which could bring Scottish Ballet into disrepute or is against any of Scottish Ballet's policies or contrary to Scottish Ballet's interests.

Also individuals using Scottish Ballet's electronic media or services must not make any attempt to gain unauthorised access to any other computer, and should be aware that unauthorised access to, or attempts to access, a third party's computer system is a criminal offence under the Computer Misuse Act 1990.

It is strictly forbidden to use the Internet for private or freelance business, gambling, visiting pornographic or entertainment sites or for conducting political activities, (other than permitted trade union activities) including postings to discussion groups or fora. For the avoidance of doubt, but without limiting the general concept, images of nudity (male or female, whole or partial) or depicting an actual or simulated sexual act or sexual contact, or an actual or simulated normal or perverted sexual act, or a lewd exhibition shall constitute pornography.

The use of any file-sharing, Peer-to-Peer, or similar system on any Scottish Ballet network is strictly forbidden.

Employees are reminded that, as of 1 December 2003, it is now an offence to use a hand-held phone whilst driving. The offence will apply to drivers speaking or listening to a phone call, using a device interactively for accessing any sort of data, which would include the Internet, sending or receiving text messages or other images, if it is held in the driver's hand during at least part of the period of its operation. To avoid committing an offence under this section, a driver will need to have parked his/her car and switched the engine off before using the phone.

Security

Employees must respect the confidentiality of other individuals' electronic communications and must not attempt to read, 'hack' into other systems or other individuals' logins, 'crack' passwords, breach computer or network security measures, or monitor electronic files or communications of other employees or third parties.

Each employee accepts the responsibility of being issued with a password and agrees not to make that password available to any other person other than the System Administrators.

In the event that a password is forgotten or the employee is locked out of the system following a number of unsuccessful attempts to log on, the employee will need to seek the

assistance of System Administrators.

Before using the password of any other person associated with Scottish Ballet, employees must have the express permission of the System Administrators or the individual concerned.

No e-mail or other electronic communications may be sent which attempt to hide the identity of the sender, or represent the sender as someone else.

Any breach of these security provisions will be dealt with in accordance with the Disciplinary Policy.

Telephones

Many employees are issued with a direct telephone line. No employee's direct line should be given to any other parties without the employee's permission.

Computer System

To log on to the system, all users must use a password. Passwords are set by the system to automatically expire after 90 days and employees will be required to set a new password. The system will not allow the successive use of an individual password.

The system requires that the employee's password should be at least 6 characters long, and use a combination of upper and lower case characters, numbers and non-alphanumeric symbols (e.g. ?,;). Specifically, passwords must use at least 3 of those 4 categories.

Viruses

Employees must take all necessary steps to safeguard Scottish Ballet's computer systems from viruses and other malicious software. They should bear in mind that electronic files (especially email attachments), even if they come from known sources, can contain viruses. Staff may not introduce new software onto Scottish Ballet's system without prior authority from the Head of Administration & Operations, and must always ensure that appropriate virus checking procedures have been followed. Staff should take special care when receiving emails or using memory sticks, data CD's or other input media.

Copyright

Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights and may not copy, download, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.

Data Protection

It is Scottish Ballet's duty to comply with the provisions of Data Protection legislation. Please refer to Scottish Ballet's Data Protection Policy for further information.

Unsolicited E-Mail Communication

Unsolicited material which is circulated internally or externally, which has its origin internally or externally, may be classified as SPAM. Unsolicited commercial marketing e-

mails and electronic messages are a particular form of SPAM.

It is expressly prohibited for any person using Scottish Ballet's electronic media or services to transmit or facilitate the transmission of commercial marketing communications whether such communications are solicited or unsolicited. Any of Scottish Ballet's employees who are found to be the originator of a SPAM communication will be in breach of this Policy and will be the subject of disciplinary action, which may in serious cases, result in dismissal from employment with Scottish Ballet.

If an individual receives an e-mail that they believe breaches this Policy, including any unwanted e-mail, Administration & Operations must be notified immediately.

VDU Use

It is important that all employees set their work stations to provide comfortable and safe use of VDU's. Regular, short breaks should be taken from working at the VDU to do different tasks.

In the event that you require spectacles specifically for VDU use, Scottish Ballet will contribute £40 towards the cost of these, on receipt of written confirmation from a recognised optometrist that your eye strain has been caused specifically by VDU use from your work at Scottish Ballet.

For further information about this Policy and Procedure please contact the Head of Administration & Operations.

APPENDIX 9: SPEAKING UP POLICY

Application and Scope

This policy applies to all staff, agency workers, chaperones, trustees, volunteers, freelance practitioners and trainees.

Policy Statement

This policy is non-contractual and Scottish Ballet reserves the right to alter or amend it at any time.

Introduction

Scottish Ballet is committed to good governance, and wishes to create an environment in which all staff understand their responsibilities and in which management is accountable for its actions.

Scottish Ballet recognises that staff are often the first to realise that there may be something wrong within the organisation, so staff are encouraged to raise genuine public interest concerns about malpractice (or illegal behaviour) at the earliest possible stage. This is known as Speaking Up.

Scottish Ballet will investigate any public interest concerns raised under this Policy responsibly, and in an environment where staff can raise genuine concerns, without fear of reprisals.

Policy Statement

This policy and procedure allows Scottish Ballet to investigate public interest concerns and take steps to deal with it. It sets out the procedure staff should follow when raising concerns.

This policy is not intended to deal with complaints or grievances about a colleague's personal employment situation. Concerns of this sort should be raised under Scottish Ballet's grievance procedure. If a concern relates to both policies (speaking up and grievance) or if there is uncertainty over which procedure to follow, the matter should be raised under the Speaking Up Policy first.

Malpractice

The following are examples of malpractice:

- Fraud or financial irregularity;
- Corruption, bribery or blackmail – further information is contained in the Anti-Bribery Policy;
- Criminal offences;
- Negligence;
- A miscarriage of justice has occurred, is occurring, or is likely to occur;
- Failure to comply with legal or regulatory obligation;
- Endangering the health and safety of others;
- Serious financial misconduct;
- Covering up any of the above.

Procedure for Raising Concerns

If a member of staff is concerned about any form of malpractice covered by this policy, he or she should follow the procedure set out below.

Concerns should be disclosed as soon as possible, and in confidence (stating the reasons for believing that there is or will be malpractice or illegality), to the Chief Executive/Artistic Director. However, if the matter involves this post holder, the concern should be disclosed to the Chair of the Operations, Finance & Services Committee.

This disclosure should be made in writing, and the discloser should provide as much supporting evidence as possible and the grounds for the belief of malpractice or illegality.

If the discloser has any personal interest in the matter, this should be declared when raising the concern. When they receive the written disclosure, the Chief Executive/ Artistic Director or the Chair of the Finance & Operations Committee will offer to interview the discloser in confidence. This interview will take place as soon as possible after the initial disclosure. The discloser can be accompanied by a Union representative or work colleague at the interview.

Further Steps

As soon as possible after this interview, the Chief Executive/Artistic Director or the Chair of the Finance & Operations Committee will recommend what to do next. Their recommendations may include one or more of the following:

- Reporting the matter to the police;
- Investigating the matter further;
- Giving the discloser the opportunity to settle the matter through Scottish Ballet's grievance procedure;
- No further action.

The Chief Executive/Artistic Director or Chair of the Finance & Operations Committee will make any recommendations under this procedure to the full Operations, Finance & Services Committee. The discloser will not be identified, except in situations outlined in the Protection section, below.

Appeal

If the discloser is not satisfied with the outcome, he/she should raise the matter with the Chair of the Board. The Chair's decision is final. In the event that the Chair of the Board is also Chair of the Operations, Finance & Services Committee, the appeal should be made to the full Board. The Board's decision is final.

The discloser can also raise the matter with the Chair of the Board, if there are reasonable grounds for believing that the Chief Executive/ Artistic Director named in the policy are or were involved in the suspected malpractice or illegality.

Confidentiality

Scottish Ballet would hope that the discloser will feel able to voice Speaking Up concerns openly under this policy. However, if the discloser wants to raise their concern confidentially, every effort will be made to keep their identity secret. If it is necessary for anyone investigating the concern to know the identity of the discloser, this will be discussed with the discloser directly.

We do not encourage staff to make disclosures anonymously. Proper investigation may be more difficult or impossible if we cannot obtain further information from the discloser. It is also more difficult to establish whether any allegations are credible. If a discloser is concerned about possible reprisals if their identity is revealed, they should speak to the Chief Executive/Artistic Director and appropriate measures can then be taken to preserve confidentiality.

Protection for those raising concerns

Scottish Ballet is committed to good practice and high standards and to being supportive to staff who raise genuine concerns under this policy, even if they turn out to be mistaken.

Staff will not face any disciplinary action or any other detriment because of any concerns that they raise under this procedure, provided that the discloser has a genuinely-held concern and raises this concern in good faith. However, this will not prevent Scottish Ballet from bringing disciplinary action against the discloser if there are grounds to believe that the discloser:

- Deliberately made false accusations to cause trouble or for personal gain; or
- Discussed the matter outside of Scottish Ballet and broke the rules of this procedure without good reason, unless it was with an appropriate public or other authority or body.

Independent Advice

If a member of staff is not sure whether to use this procedure or wants independent advice at any stage, he or she can contact the independent charity, Public Concern At Work (020 7404 6609 or www.pcaw.org.uk).

Fraud

This Policy sets out the process for staff to deal appropriately with the suspicion of fraud occurring within Scottish Ballet, and does not concern itself with the procedure for a line manager who suspects that fraud is being perpetrated by a member of staff for whom they are responsible.

If a manager suspects that fraud is being or has been committed by any of their staff, they should immediately inform their line manager, who should inform the Chief Executive/Artistic Director and it will be dealt with as a disciplinary matter and not as a Speaking Up complaint under this policy.

Callum Meikle is currently the Chair of the Finance & Operations Committee. For the purposes of the Procedures set out in this Policy, Callum can be contacted, as necessary,

on mobile number: 07973 194081 or at cameikle@icloud.com

Please refer to the Equalities and Access Policy for related policy matters.

APPENDIX 10: DATA PROTECTION POLICY

Data protection & data consent.

Application and Scope

This policy applies to all staff, agency workers, chaperones, trustees, volunteers, freelance practitioners and trainees.

Policy Statement

This policy is non-contractual and Scottish Ballet reserves the right to alter or amend it at any time.

Scottish Ballet is committed to:

- Protecting the personal data of individuals from unintended loss, destruction, damage, modification, disclosure or other security risk; and
- Processing the personal data of individuals fairly and lawfully in accordance with current data protection legislation.

Any breach of this Policy will be deemed to be a breach of the Scottish Ballet's Dismissal Policy. In addition Scottish Ballet may, if it considers it appropriate, report a breach of this policy to the appropriate authorities.

Data Protection is an important consideration in the workplace. Legislation has placed obligations on employers that process personal data and created rights for people whose personal data is processed. The legislation applies to personal information that is processed by computer and also to personal information held in some types of paper files.

A number of individuals in the organisation may have access to personal data relating to employees and/or workers and/or other individuals during the course of their work with Scottish Ballet.

This Policy aims to:

- Set out practical guidelines on the Data Protection Act ('The Act');
- Indicate responsibilities that individuals have in relation to the processing of personal data; and
- Prevent unfair or unlawful processing of personal data by, e.g. unauthorised retention, disclosure, modification or destruction.

Definitions

Data Protection legislation has a language of its own. Some helpful definitions are set out below to assist in understanding this Policy.

- Data Controller – means a person or company who decides the purposes for which and the way in which personal data is processed. Scottish Ballet is the Data Controller in respect of personal data of Scottish Ballet's workers.
- Personal Data – means information that relates to a living person who can be identified

by that information, or by that information together with other information that the Data Controller has or is likely to obtain which:

- Affects that person's privacy;
- Is biographical of that person to a significant degree;
- Has that person as its focus (as opposed to something else like a business transaction where the employee's involvement is incidental); and which, in addition
- Is either stored (or to be stored) on a computer or in a Relevant Filing System (see below at section 4 for what we mean by a 'Relevant Filing System').

There may also be a requirement that the information be capable of affecting that person's privacy in an adverse fashion.

- Data Subject – every living individual who is a business contact and every one of Scottish Ballet's workers are all data subjects under the Act.

Other definitions are set out in the body of the text where appropriate.

Paper Files

As previously indicated, the Act applies to personal information held on both computers and in certain paper filing systems.

The Act only applies to personal information held on paper records where the paper record is, or forms part of, a Relevant Filing System.

To constitute a Relevant Filing System, the system must be of sufficient sophistication to provide the same or similar level of accessibility as a computerised filing system. It must be referenced or indexed in such a way as to enable the identification, at the outset and with reasonable certainty and speed, of the file(s) in which the requested data is located and to locate the relevant information within the file(s) without having to make a manual search of them.

It should be assumed, as a general rule, that personnel files and separate files relating to such criteria as disciplinary warnings or appraisals are covered by the Act. Scottish Ballet will, upon receipt of a properly made subject access request, assess whether or not the information in a particular file is information to which the Act applies prior to making any such disclosure.

Data Protection Principles

All personal data must be processed in accordance with the eight Data Protection Principles. The essence of these principles is set out below together with brief, non-exhaustive practical examples of when these principles might impact on employment.

Personal data must:

- Be processed fairly and lawfully;
- Be obtained only for one or more specified or lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes;

- Be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed;
- Be accurate and, where necessary, kept up-to-date;
- Workers must notify changes of name, address, telephone number, bank and marital status to the Director of Head of Administration & Operations, as soon as possible after any such change. Scottish Ballet endeavours, periodically, to ask workers to confirm that such personal data held by it is accurate;
- Not be kept for longer than is necessary;
- Some parts of workers' pay and personal records (excluding pension documentation) will be deleted from computer or destroyed (if manually recorded) at the end of the seventh year following the year in which the worker leaves Scottish Ballet's employment. The reason that Scottish Ballet retains this information for so long is because it may be competent for either a worker or Scottish Ballet to raise a legal issue arising out of the worker's employment up to six years after employment with Scottish Ballet has come to an end.
- Be processed in accordance with the rights of data subjects;
 - For example, individuals have a right of access to certain information that Scottish Ballet holds about them. You can make such a request to the Head of Administration & Operations.
- Be protected by appropriate technical and organisational measures against unauthorised or unlawful processing, against accidental loss or damage;
 - Scottish Ballet may take steps to put in place technical methods (i.e. firewalls, encryption, password protection, etc.) or organisational methods (hierarchy of access to personnel file, locking cabinets etc.) of protecting personal data, where the importance of the personal data makes this appropriate. All workers who have access to personal data whether or not on computer, and whether in the office or at home or elsewhere, must take adequate precautions to ensure confidentiality so that neither Scottish Ballet nor any individual who works for it becomes exposed to criminal or civil liability as a result of the loss, destruction or disclosure of personal data. Each individual worker must fully comply with all Scottish Ballet's procedures and requirements in this regard.
- Not be transferred to a country or territory outside the European Economic Area unless that country or territory shows an adequate level of protection for the rights and freedom of data subjects in relation to the processing of personal data and unless there is a clear legal basis for making the transfer;
 - Any individual who receives any request to make or facilitate such a transfer of information should contact Administration & Operations straight away and before any transfer of information takes place.

Statement Detailing the Meaning of Processing and the Purposes of Processing

Personal data provided by or about an individual to Scottish Ballet will be processed in accordance with the Act. Scottish Ballet will have regard to the Employment Practices Data Protection Code issued by the Information Commissioner in drafting and applying procedures and policies in this area. Generally, 'processing' refers to using information in any way.

Data about an individual will only be processed for lawful and fair purposes. Scottish Ballet is the legal entity who determines the manner in which and the purposes for which personal data may be used. The data protection officer who has the main responsibility internally for managing data protection issues and compliance is the Head of Administration & Operations.

Scottish Ballet in carrying out its administration of the employment relationship may process data. Such data may include Personal Data and Sensitive Personal Data about you including but not limited to:

- Identification data (such as your name, address, date of birth, age);
- Family and emergency contact details (such as your next of kin details);
- Educational and Training data (such as your educational awards, vocational records and in-house training attendance);
- Employment related data (such as pensionable pay or contributions, years of service, matters relating to pregnancy and maternity leave, gender, matters of discipline, criminal convictions);
- Payroll related data (such as salary payments, employment related benefits, trade union dues);
- Equal Opportunities data (such as race or ethnic origin);
- Health data (such as disability, matters relating to your mental or physical health (including dates of absence due to illness and the reason for the absence));
- Trade Union data (such as membership details).

Scottish Ballet may process your Personal Data for the purposes of the employment contract, including:

- For staff administration including your appointment or removal, discipline, monitoring absence or sickness, dealing with emergency contacts;
- For administering (or assisting in the administration of) your pay, pension and/or any other employee benefit, the operation of any statutory or contractual sickness benefits or other payments due under your contract of employment;
- For administering the statutory and contractual sick pay system;
- For administering staff travel;
- To facilitate management decisions between associated companies;
- For monitoring and assessing your performance and or your compliance with **any** of Scottish Ballet's policies;
- For training and development including administration of staff appraisals, any bonus schemes
- For crime prevention;
- Negotiations with trade union or staff representatives, redundancy;

and to comply with any statutory or other legal obligation of Scottish Ballet.

There may be other purposes for which an employee's information is used and, where these are not obvious, Scottish Ballet will make a note of those purposes available to the employee at the point it obtains his information.

Sensitive Personal Data

Certain personal data is given special status in data protection legislation. This personal data

is called sensitive personal data. Examples of sensitive personal data include racial or ethnic origin, health data and so on.

Subject to the exceptions set out below and elsewhere in this Policy, sensitive personal data shall generally only be processed after the worker has given express consent. Scottish Ballet may, in certain situations, process the data without the worker's consent if it is necessary for processing taking place for one of the following purposes:

- Carrying out certain obligations or enforcing certain rights under employment law;
- Participating in legal proceedings or obtaining legal advice;
- For the administration of justice;
- For medical purposes by a health professional; and
- To monitor the effectiveness of Scottish Ballet's Equalities and Access Policy.

Scottish Ballet also has the right to request and/or process data about a worker's criminal record in accordance with the Police Act 1997, providing that it does not involve the infringement of an individual's right under the Rehabilitation of Offenders Act 1974.

Requests for information

You have a right of access to certain personal information that Scottish Ballet holds about you. You can make such a request in writing to the Head of Administration & Operations.

Responsibilities

Scottish Ballet expects all workers to use its electronic media and services, including its computers, e-mail facilities and the internet/web responsibly, and ensure they are aware of the data protection principles. Each worker should make themselves aware of the provisions contained in Scottish Ballet's ITC & Acceptable Usage Policy.

Scottish Ballet's workers, who manage others, are expected to adhere to this policy and to ensure that those for whom they are responsible both adhere to this policy and protect computer systems and personal data from security risks. Where necessary, managers should seek advice from Administration & Operations to assist in these goals.

Workers must become familiar with the aims of this policy and follow the guidelines set out. In particular workers must:

- Seek advice from Administration & Operations where they have any doubts as to whether or not the processing of personal data that they require to carry out in the course of their employment, complies with the Act;
- Not use personal information that they hold in the course of their employment for any reason other than the performance of their employment duties;
- Provide all assistance to Administration & Operations in the conduct of any audit, or in preparing a response to a subject access request;
- Keep information that they process in the course of their employment safe and secure, in accordance with any procedures issued by Scottish Ballet. Where no procedures are set out explicitly, they should exercise a degree of care over the personal data that they process, by considering the harm that may result were the information to be disclosed unintentionally. Guidance on appropriate levels of security can be obtained from the Head of Administration & Operations;

- Not keep duplicate records relating to workers for the purposes of Scottish Ballet's employment, where a centralised filing option is available. By keeping his own records unnecessarily, this can complicate the process of responding to subject access requests;
- Notify Administration & Operations immediately should they detect any potential or actual breach of the Act. Workers should be aware that failure to do so can be the grounds for beginning disciplinary proceedings.

Security

Any breaches of this policy, in relation to personal data security, will result in disciplinary action and, in serious cases, may result in dismissal.

Workers will be authorised to gain access to certain computer systems, programs and data. No worker must attempt, alone or with others, to gain access to data or programs to which they have not been authorised to gain access to.

Workers must not disclose personal details of other workers to unauthorised third parties.

Monitoring at work

Scottish Ballet has a legitimate interest in monitoring the behaviour of its workers. For instance, it may wish to carry out monitoring in order:

- To assess compliance with this and other Policies;
- To assess and monitor performance;
- To maintain security of persons and property;
- To detect crime;
- To protect workers from harassment;
- To protect it from liability arising from the action of others;
- To ensure the proper use of its resources.

Monitoring can take several forms and can include monitoring by way of closed circuit television (CCTV), e-mail and Internet monitoring or telephone monitoring.

CCTV Cameras

In carrying out such monitoring as is set out in 12 above, Scottish Ballet may use CCTV cameras in what it considers to be 'public' area of its premises. The use of such CCTV cameras shall generally be notified by using suitable signage at obvious places at the entrance to the monitored areas. However, even in the absence of such signage, workers should be aware that public space within Scottish Ballet's premises may be monitored in this way. Scottish Ballet has notified such monitoring to the Information Commissioner and will use the footage in disciplinary or other proceedings where appropriate.

Scottish Ballet may also monitor through the use of covert CCTV, but shall only do so where specific criminal activity has been identified or is suspected. Before beginning any use of covert CCTV, Scottish Ballet will have made an impact assessment concluding that notifying workers of the use of such covert monitoring would prejudice the investigation, and that the use of covert monitoring techniques is a proportionate response to the behaviour in question. Where appropriate, (but at its absolute discretion) Scottish Ballet will involve the police in such monitoring.

Confidentiality

Employees must not transmit confidential, personal or other sensitive information by e-mail, unless appropriate encryption is applied to protect it.

Telephone, E-Mail and Internet Monitoring

Scottish Ballet carries out certain monitoring of its electronic media and services. Employees should be aware that they have no expectation of privacy in relation to their usage of such facilities, and that restrictions apply to their usage of such facilities. Employees should refer to Scottish Ballet's Information, Technology and Communications and Acceptable Usage Policy for further information.

Penalties

A failure on the part of Scottish Ballet to comply with the eight Data Protection Principles, and the conditions for processing, may result in a court order to correct, erase or destroy inaccurate or out of date personal data, or to change the way personal data is processed. In addition, the court may award compensation in respect of any breach of the Data Protection Act in some circumstances.

Use or disclosure of personal data outside the terms notified to the Information Commissioner is a criminal offence, as is the unlawful obtaining or disclosure of personal data. On conviction, both the Employer and individuals responsible may be liable for a fine on summary conviction or an unlimited fine on indictment.

Where an individual suffers damage or loss because of unauthorised disclosure, inaccurate or missing data, or the loss or destruction of data in relation to him, he or she may seek compensation from the courts on an award made against Scottish Ballet.

APPENDIX 11: EQUALITY & ACCESS POLICY

Application and Scope

This policy applies to all staff, Board of Scottish Ballet, visiting artists, agency workers, chaperones, trustees, volunteers, freelance practitioners and trainees.

Policy Statement

This policy is non-contractual and Scottish Ballet reserves the right to alter or amend it at any time.

The intention of Scottish Ballet is to work to ensure that all employees, freelance workers, visitors, attenders and audiences, both potential and actual, are treated equally as individuals, regardless of sex, age, race, colour, nationality, ethnic or national origins, disability, religious or similar belief, marital or civil partner status, pregnancy and maternity, gender reassignment, or sexual orientation (the 'protected characteristics'). Scottish Ballet commits to making reasonable adjustments for those with disabilities.

Scottish Ballet intends to undertake a continuing review of its policies, structures and practices and will in particular:

- Work to ensure that Scottish Ballet is an equal opportunities employer.
- Work to ensure that recruitment, and selection criteria and procedures are kept under review, and that all workers will have the right to equal opportunities;
- Work to ensure that all aspects of Scottish Ballet's processes and work are non-discriminatory, and open to the widest possible participation by all sections of the community.

The Policy shall be implemented and monitored by the Board of Scottish Ballet through its management structure.

Vision

For Scottish Ballet, equality means recognising that, while people are different and need to be treated as individuals, everyone is the same in terms of having equal value, equal rights as human beings, and a need to be treated with dignity and respect. In terms of the opportunity to learn and develop, equality means preventing and removing discrimination, harassment and victimisation because of someone's protected characteristic, or other personal characteristics. Nor do we treat our staff less favourably for Trade Union membership, or the fact that they are part-time workers or fixed-term employees. It makes sure that all groups have appropriate and fair access to learning and development opportunities through the work of Scottish Ballet, either as employees, audience members, or participants in Education activities.

Equalities in Operations

Recruitment and Selection:

All permanent posts (and temporary posts of 6 months or more duration) will be advertised unless, for significant market reasons, an Employment Agency is used. Scottish Ballet will

only use Employment Agencies with robust equalities policies. The advertisement for a vacancy must be approved by the Head of Administration & Operations, who must be satisfied that it accurately reflects the job description and person specification.

All applicants will be sent:

- Job description, including a Person Specification;
- Any other relevant information;
- Application form.

All members of the selection panel will be aware of this Policy.

The timescale for advertising and filling the post should be sufficiently long to enable a wide range of applicants to apply.

Access at Base:

Tramway's overall design gives excellent access to the building, both on the immediate approach and internally. Lateral and vertical circulation within the building is well defined and poses no problems for disabled people. Scottish Ballet strives to ensure that its headquarters is a building with 'access for all'.

Audience and Attender Access:

Scottish Ballet will work to ensure that its activities are carried out in accordance with this policy.

- Scottish Ballet will seek to ensure that, as far as possible, its activities are made available to those with a physical disability and with learning difficulties;
- Target special interest groups and groups with special needs to encourage attendance at performances;
- Scottish Ballet offers a broad-ranging access and participation programme, which seeks to enhance the lives and learning of people of all ages and abilities. The increasing geographic spread, the selection of fully accessible locations and the nature and range of initiatives – from practical workshops and insight events through to audio described performances – ensures that the work is accessible to the widest possible community across Scotland.

Marketing and Publicity:

- Publicity material will be used imaginatively, for example, by targeting mailing lists; using ethnic minority languages in publicity materials where appropriate; making information available on CD, Braille and in large print for the visually impaired; advertising in specialist magazines and newspapers;
- Staff will regularly review publicity material and be constantly vigilant, to ensure that it does not contain language that any reasonable person could readily recognise as being likely to cause offence to certain under-represented or minority groups.

Access at Performing Venues:

- As far as possible, Scottish Ballet will tour to venues that provide access and facilities for those with physical disabilities, including wheelchair access, induction loop, audio description, lavatory facilities, clear signs and special seating arrangements;
- Scottish Ballet will implement a pricing policy which includes realistic concessions for the unemployed, disabled, elderly or young people and those living on family income support.

Training:

Scottish Ballet is committed to ensuring that the requirements of this Policy become a natural part of its activities and, therefore, views staff training as essential;

- Scottish Ballet undertakes to train staff, as required, in equality awareness and to examine the nature of different aspects of discrimination and disadvantage;
- Scottish Ballet will train those staff involved in recruitment, ensuring the consistent implementation of Equal Opportunities recruitment practices.

Disciplinary Action:

The following disciplinary action rules are introduced by this Policy. The spirit of these rules is corrective, not punitive, and represents a commitment to a continuing training programme.

- Misconduct – acts of discrimination against staff, members, supporters or members of the public on grounds of a protected characteristic;
- Gross Misconduct – includes serious or persistent acts of discrimination against staff, members, supporters or members of the public on grounds of protected characteristic.

Failure to comply with this policy will be sufficient to initiate disciplinary proceedings under this heading. All actions under this heading will be considered in accordance with the Disciplinary Policy.

Grievance:

Scottish Ballet will not ignore, or treat lightly, a staff grievance concerning discrimination on the ground of any of the protected characteristics. If an employee considers that he/she is suffering from unequal treatment because of protected characteristic, he/she may make a complaint which will be dealt with through the agreed grievance procedure under the supervision of the Chief Executive/Artistic Director. If the discrimination involves the Chief Executive/Artistic Producer, then the complaint should go to the Chair of the Operations, Finance & Services Committee.

Review of Scottish Ballet Equality and Access Policy

Scottish Ballet intends that this policy should be kept under review by the Head of Administration & Operations, and updated and changed in the light of legal changes or representations made.

Responsibility and Monitoring:

While the effective introduction of this policy will depend on the staff as a whole, the responsibility for ensuring that the policy is adhered to will sit with the Chief Executive/Artistic Director and Head of Administration & Operations, who will deal appropriately with any breaches of the policy.

Administration & Operations will monitor the implementation of the policy, and report to the Board of Scottish Ballet as required.

Please note:

Callum Meikle is currently the Chair of the Finance & Operations Committee. For the purposes of the Procedures set out in this Policy, Callum can be contacted, as necessary, on mobile number: 07973 194081 or at cameikle@icloud.com

APPENDIX 12: ANTI-BRIBERY POLICY

Application and Scope

This policy applies to all staff, agency workers, chaperones, trustees, volunteers, freelance practitioners and trainees.

Policy Statement

This policy is non-contractual and Scottish Ballet reserves the right to alter or amend it at any time.

Scottish Ballet values its reputation for ethical behaviour and for financial probity and reliability. It recognises that over and above the commission of any crime, any involvement in bribery will also reflect adversely on its image and reputation. Scottish Ballet takes a zero tolerance approach to bribery and is committed to conducting its business with the highest standards of integrity, legality, fairness, honesty and with transparency. Its aim, therefore, is to limit its exposure to bribery by:

- Setting out a clear Anti-Bribery Policy;
- Encouraging its workers to be vigilant and to report any suspicion of bribery, providing them with suitable channels of communication in accordance with the procedures set down in the Speaking up Policy and ensuring sensitive information is treated appropriately;
- Rigorously investigating instances of alleged bribery;
- Taking firm and vigorous action against any individual(s) involved in bribery.

Scottish Ballet will uphold all laws relevant to countering bribery and corruption, and remain bound by the laws of the UK, including the Bribery Act 2010.

Bribery is offering, promising, giving or accepting any financial or other advantage, to induce the recipient or any other person to act improperly in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage.

An advantage includes money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value.

A person acts improperly where they act illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust. The improper acts may be in relation to any business or professional activities, public functions, acts in the course of employment, or other activities by or on behalf of any organisation of any kind.

Corruption is the abuse of entrusted power or position for private gain.

Scottish Ballet prohibits the offering, the giving, the solicitation or the acceptance of any bribe, whether cash or other inducement (whether directly or indirectly) –

- To or from any person or company, wherever they are situated and whether they are a public official or body or private person or company;

- By any individual employee, agent or other person or body acting on Scottish Ballet's behalf;
- In order to gain any commercial, contractual or regulatory advantage for Scottish Ballet;
- Or in order to gain any personal advantage, pecuniary or otherwise, for the individual or anyone connected with the individual.

Further Clarification

Scottish Ballet recognises that market practice does vary across countries in which it does business, and what is normal and acceptable in one place may not be in another. The test to be applied is whether, in all the circumstances, the gift or hospitality is reasonable, proportionate and justifiable in the UK. The intention behind the gift, the amount involved, the timing of it and whether it has been made in a transparent manner should always be considered.

This Policy prohibits any inducement which results in a personal or business gain or advantage to the recipient or any person or body associated with them, and which is intended to influence them to take action which may not be solely in the interests of Scottish Ballet or of the person or body employing them or whom they represent.

This Policy is not meant to prohibit the following practices, providing they are, proportionate and are properly recorded:

- Normal and appropriate hospitality (given and received) of nominal value only and which is not intended to influence, and does not even give an appearance of influencing, the recipient;
- The giving of a ceremonial gift on a festival or at another special time;
- The use of any recognised and lawful fast-track process which is available to all on payment of a fee and is non-conditional.

Inevitably, decisions as to what is acceptable may not always be easy. If anyone is in doubt as to whether a potential act constitutes bribery, the matter should be referred to the Chief Executive/Artistic Director or Administration & Operations before proceeding.

Employee Responsibility and raising a concern

All employees must read, understand and be familiar with this Policy. The prevention, detection and reporting of bribery is the responsibility of all employees. Employees can report confidentially any suspicion of bribery by using the procedures set down in the Speaking Up Policy. You are actively encouraged to raise ethical concerns or issues and you must report any violation of this policy to the Chief Executive/Artistic Director or the Head of Administration & Operations. Non-observance of this Anti-Bribery Policy, whether by your acting or lack of acting, may constitute gross misconduct.

Protection

Individuals who refuse to accept or offer a bribe, or who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. Scottish Ballet encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

Scottish Ballet is committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. Any employee who believes they have suffered such treatment, should inform the Chief Executive/Artistic Director or Administration & Operations immediately.

Facilitation Payments and Kickbacks

Scottish Ballet does not make, and will not accept, facilitation payments or 'kickbacks' of any kind.

Facilitation payments, also known as 'back-handers' or 'grease payments', are typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official). They are not common in the UK, but are common in some other jurisdictions.

Kickbacks are typically payments made in return for a business favour or advantage. Employees must avoid any activity that might lead to a facilitation payment or kickback being made or accepted by Scottish Ballet or on our behalf, or that might suggest that such a payment will be made or accepted. If an employee is asked to make a payment on behalf of Scottish Ballet, they should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. Employees should always ask for a receipt which details the reason for the payment. If an employee has any suspicions, concerns or queries regarding a payment, he/she should raise these with Chief Executive/Artistic Director or Administration & Operations before proceeding.

Gifts Hospitality and Expenses

This policy allows reasonable and appropriate hospitality or entertainment given to or received from third parties, for the purposes of:

- Establishing or maintaining good working relationships;
- Improving or maintaining the image or reputation of Scottish Ballet; or
- Marketing or presenting our artistic performances more effectively.

The giving and accepting of gifts is allowed if the following requirements are met:

- It is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- It is given in the name of Scottish Ballet, rather than an individual employee;
- It does not include cash or a cash equivalent (such as gift certificates or vouchers);
- It is appropriate in the circumstances, taking account of the reason for the gift, its timing and value. For example, in the UK it is customary for small gifts to be given at Christmas;
- It is given openly, not secretly; and
- It complies with any applicable local law.

Promotional gifts of low value such as branded stationery to or from existing customers, suppliers and business partners will usually be acceptable.

Reimbursing a third party's expenses, or accepting an offer to reimburse our expenses (for example, the costs of attending a business meeting) would not usually amount to bribery. However, a payment in excess of genuine and reasonable business expenses (such as the cost of an extended hotel stay) is not acceptable.

How can I be sure that I am acting properly?

Ask yourself the following questions:

1. Can I justify the acceptance of (or the giving of) this gift and or hospitality to my line manager or the Chief Executive/Executive Producer, without the need for further questioning or discussion?
2. If my acceptance of (or the giving of) this gift or hospitality were to find its way onto the front page of a newspaper, how would this appear to the general public?
3. Would the gift or hospitality alter how I would act with the third party or them with me?
4. Would I feel concerned if I were to see a colleague accept (or give) the gift or the hospitality?

If you have difficulty in answering any of these questions, then it is highly likely that there is or could be a risk to Scottish Ballet.

Donations

We do not make contributions to political parties. We only make charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of the Chief Executive/Artistic Director.

Record Keeping

Scottish Ballet must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.

Employees must declare and keep a written record of all hospitality or gifts given or received, which will be subject to managerial review.

Employees must submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.

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

APPENDIX 13: HEALTH & SAFETY POLICY

Application and Scope

This policy applies to all staff, agency workers, chaperones, trustees, volunteers, freelance practitioners and trainees.

Policy Statement

This policy is non-contractual and Scottish Ballet reserves the right to alter or amend it at any time.

Scottish Ballet is committed to ensuring, so far as is reasonably practicable, the health, safety and welfare of all its employees and freelancers. We also aim to protect, so far as is reasonably practicable, the health, safety and welfare of others who are affected by our activities, including other organisations and individuals we work with and members of the public. To this end, we aim to:

Provide adequate control of the health and safety risks from our work activities;

- Consult with our employees on matters affecting their health and safety;
- Provide and maintain safe plant and equipment;
- Ensure safe handling and use of substances;
- Provide information, instruction and supervision for employees;
- Provide adequate induction and training for our employees;
- Maintain safe and healthy working conditions;
- Review and revise this policy at regular intervals or as change deems necessary; and
- Consider the training and development needs of all duty holders, to further support them in meeting their responsibilities.

Organisation and Responsibilities

The Board has ultimate responsibility for health and safety management arrangements in its role as the employer. This is delegated on an operational basis as explained in this policy, leaving the Board responsible for ensuring that suitable governance and assurance mechanisms are in place, to demonstrate how the other duty holders identified in this policy have met their more detailed health and safety responsibilities.

The Board is also responsible for ensuring that the Chief Executive/Artistic Director fulfils their responsibility for implementing this policy. This will be achieved by:

- Reviewing general health and safety matters at the quarterly Finance & Operations Committee meetings.
- Producing an annual Health & Safety Report for the Board that formally assesses the implementation of the key requirements of this policy, and is submitted for their assurance review in March each year. The Head of Administration & Operations, with support as required from the Operations Officer and External Health and Safety Advisor, is responsible for creating this report in consultation with the Health and Safety Committee.

The Chief Executive/Artistic Director is accountable for ensuring that the requirements of this

health and safety policy are met in practice, and that adequate resources are made available in support of this. The Chief Executive/Artistic Director is also responsible for ensuring that this policy is reviewed regularly, to assist the Board in their governance and assurance activities. Although reporting to Administration & Operations as required, the Operations Officer will have day-to-day responsibility for ensuring that this policy is implemented. The Operations Officer has the lead role in the audit and review of the Policy, and measuring health and safety performance.

The Health and Safety Committee is responsible for reviewing health and safety performance on behalf of the Senior Management Team. The Committee is also responsible for maintaining a Health and Safety Improvement Plan, which sets objectives for all health and safety improvements.

To ensure health and safety standards are maintained and improved, all Heads of Department, with support from the Operations Officer, are responsible for ensuring that, within their own areas of control:

- (a) This policy's requirements are met;
- (b) Suitable and sufficient assessment of significant health and safety risks are undertaken;
- (c) Adequate control measures are in place and maintained for these risks;
- (d) Any health and safety incident is reported and investigated to a level commensurate with its potential risk.

All employees, freelancers and contractors must:

- Co-operate with supervisors and/or line managers on health and safety matters
- Take reasonable care of their own health and safety
- Report all health and safety concerns to an appropriate person

Other organisations, such as venues or contractors working with Scottish Ballet, are expected to share adequate health and safety information with us to ensure the health, safety and welfare of all those who might be affected. When working within Scottish Ballet premises or under our control, they are also expected to meet the requirements of this policy and any other relevant Scottish Ballet health and safety standards.

Competent health and safety advice, as required by the Management of Health and Safety at Work Regulations 1999, will be provided by the First Option Safety Group.

Safety Management System

Health and Safety Risks Arising from our Work Activities:

- Risk assessments will be undertaken by the Heads of Department as appropriate, with support from the Operations Officer;
- Findings of risk assessments will be collated by the Head of Administration & Operations;
- Action required to remove/control risks will be approved by the Head of Administration & Operations;

- Heads of Department will be responsible for ensuring implementation, with support from the Operations Officer;
- Assessments will be reviewed every year or when the work activity changes, whichever is soonest, and this process will be led by the Operations Officer.

Consultation with Employees

The Health and Safety Committee will meet at least every three months to review:

- Policies and procedures that have been created since the last meeting;
- Relevant health and safety legislative updates;
- Incident investigations and subsequent action;
- Inspections of the workplace by enforcing authorities, management or employee health and safety representatives;
- Changes in the workplace affecting the health, safety and welfare of employees;
- Any other health and safety matter suggested by colleagues and/or the Senior Management Team.

On an annual basis, the Committee will also review:

- Existing risk assessments;
- The provision of health and safety training;
- The effectiveness of emergency procedures.

The Health and Safety Committee consists of: Head of Administration & Operations (Chair), Operations Officer), Technical Director, Production Manager, Education Director, Principal Conductor, Stage Manager and, as required, the External Health & Safety Advisor and a member of the freelance orchestra.

Safe Plant and Equipment

- The Operations Officer will be responsible for identifying all plant equipment that requires inspection, maintenance, thorough examination and/or testing;
- The Technical Director and Production Manager are responsible for the maintenance of all production equipment;
- Administration & Operations will be responsible for ensuring that all identified maintenance is implemented;
- Workers should report any problems with plant equipment and fixtures/fittings to the Operations Officer;
- The Operations Officer will check that new plant equipment meets current health and safety standards before it is purchased.

Safe handling and use of substances

Heads of Department, with support from the Operations Officer, are responsible for identifying all substances which need COSHH assessment, and for checking that new substances can be used safely before they are purchased. Generic procedures for the use of common substances are provided by the Operations Officer for Technical, Wardrobe and other Department activities as required.

Information, Instruction, Supervision and Training

- The Health and Safety Law poster is displayed on the Scottish Ballet notice board;
- The Health and Safety Policy is circulated to all employees, freelancers and contractors working with Scottish Ballet;
- Heads of Department, as appropriate, are responsible for the supervision of workers with a special duty of care for minors. Departmental staff will be given relevant induction and health and safety information, in accordance with relevant activity, by the Operations Officer;
- Basic health and safety training is carried out on an individual basis by the Operations Officer, as part of employee induction and in accordance with the role in question.

Competency for Tasks and Training

- Further induction training, where necessary, will be assessed for employees on a per department basis, by their Line Manager, and any needs identified submitted to the Head of Administration & Operations;
- Job specific training will be identified within each department by the Head of Department, for submission to the Head of Administration & Operations.

All training requests will be processed within the parameters of the Training & Development Policy (see Appendix 16)

Accidents and First Aid

- All employees, or individuals working for Scottish Ballet, must report any accident, or incident that represents a near-miss, to their Head of Department. The Head of Department must investigate, with support from the Operations Officer, and the findings reported to the Head of Administration & Operations;
- All accidents/incident reports are completed by the witness of the incident, and scanned copies saved in the central accident/incident folder, located on the Shared Drive;
- Accidents/incidents that occur on tour are also completed by the witness of the incident and recorded on the Shared Drive.
- All accidents/incidents that occur on tour and at base are immediately notified to the Chief Executive/Artistic Director, Company Manager, Head of Administration & Operations, Health & Welfare team, Artistic staff and Stage Management;
- It is the responsibility of the Company Manager to ensure that injured dancers are taken to hospital when on tour and the responsibility of Stage Management when at base;
- In the event of an accident/incident deemed 'reportable', it is the responsibility of the Operations Officer to inform the RIDDOR call line (0845 300 9923);
- Accidents/incidents (including near misses) are analysed at the quarterly Operations, Finance and Services Committee meetings.
- Scottish Ballet is committed to ensuring that there is an adequate number of staff appropriately trained in First Aid, in order to ensure essential cover on tour and at base.

Noise

Scottish Ballet is committed to reducing, so far as is reasonably practicable, the exposure of its employees and freelance musicians to noise levels at work, which have the potential to

cause noise induced hearing loss. There is an ongoing programme of noise level monitoring and assessment.

Manual Handling

All Heads of Department should ensure that significant manual handling activity in their areas of control is assessed, and where reasonably practicable, eliminated or reduced.

All employees and freelancers expected to undertake manual handling activity will be given appropriate training by the Operations Officer, to help them do so safely.

Capability for Work

It is a condition of contract, for all employees, freelancers and contractors that they are fit for work during reasonable hours or calls. Any legitimate reason why this is not the case (for example, prescription drugs, illness) must be discussed with the relevant line manager/supervisor as soon as possible, to allow for rescheduling of work etc.

If unfitness for work is caused by alcohol or other recreational drug use, this will be viewed as misconduct and dealt with under the appropriate procedure.

Fire Safety Management

- The Operations Officer is responsible for ensuring the fire risk assessment is undertaken annually and implemented;
- Escape routes are monitored by the Operations Officer on an on-going basis and non-conformances reported to the Head of Administration & Operations;
- Fire extinguishers are checked monthly by the Operations Officer and annually by Chubb Fire. Electronic records are maintained in the Fire File on the Shared Drive by the House Services Officer (day-time);
- Alarms are tested weekly by the Operations Officer, and records maintained in the Fire File on the Shared Drive. The alarm system is also contracted out for operational maintenance and annual certification;
- Emergency evacuation of the building is tested in line with the requirements of the local Fire Department;
- On tour, the emergency evacuation procedure for specific venues is ascertained by the Stage Manager, who is responsible for informing the touring Company.

Touring and Venues

Scottish Ballet will ensure that suitable and sufficient:

- Risk assessments are carried out for each production and tour;
- Arrangements are in place between Scottish Ballet and receiving venues, to ensure the health and safety of all those involved in touring and performance activities.

General responsibility for ensuring the above processes are undertaken belongs to the Operations Officer, although all Heads of Department, are responsible for ensuring specific assessments and arrangements are in place for their own areas of control, relating to productions and tours.

Audits and Inspections

Heads of Department are expected to carry out ongoing reviews of risk control measures within their own areas of control, to ensure that they are adequate and being consistently adopted.

Scottish Ballet will also carry out periodic reviews of health and safety management arrangements across the organisation on a regular basis, using an independent audit service.

Record Keeping

Heads of Departments are expected to keep up-to-date health and safety records specific to their own departments, for immediate information i.e. copies of:

- Risk Assessments;
- Induction and Continuing Professional Development training records;
- Notes from routine department inspections;
- Reports and investigations of incidents/accidents occurring in their areas of control.

In addition to all master copies of the above, records of more general health and safety activity is maintained by Administration & Operations on the Shared Drive, including details of:

- Fire safety training;
- Risk assessments (pregnancy);
- Display screen equipment assessments;
- Health and Safety Audit Reports.

APPENDIX 14: FAMILY FRIENDLY POLICIES

Family friendly policies in Appendix 14 apply to all employees.

14.1 MATERNITY LEAVE POLICY

Introduction

Scottish Ballet recognises that it is useful for employees to have a clearly set out Policy which deals with the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for pregnancy-related sickness, health and safety, and maternity leave. Scottish Ballet operates the statutory maternity schemes in relation to these matters. This Policy seeks to implement the provisions of that scheme.

Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in the Time off for Antenatal Appointments Policy.

It is not intended to confer any rights or entitlements which are additional to or which in any way differ from that statutory scheme and, in the event of any divergence between this Policy and the statutory scheme, the latter shall apply.

The information in this section is non-contractual and Scottish Ballet reserves the right to alter it or withdraw it any time.

Once a manager has been notified of an employee's pregnancy, (s)he should ascertain the employee's entitlement to maternity leave and pay, and make the arrangements for a maternity risk assessment to be carried out.

Entitlement to Maternity Leave

All pregnant employees are entitled to up to 52 weeks' maternity leave which is divided into:

- (a) 26 weeks of Ordinary Maternity Leave ('OML'); and
- (b) 26 weeks of Additional Maternity Leave ('AML') that must be taken immediately following OML.

Notification of Pregnancy

Before the end of the fifteenth week before the EWC ('The Qualifying Week'), or if that is not reasonably practicable, as soon as is reasonably practicable thereafter, the pregnant employee must inform Scottish Ballet:

- (a) that she is pregnant;
- (b) of the EWC; and
- (c) the date on which she would like to start her maternity leave.

The employee must also provide a certificate from a doctor or midwife (usually on a MATB1), confirming her EWC.

Once notice of the commencement of maternity leave has been given, the date may be varied, provided that notice of the change is given to Administration & Operations at least 28 days

before the earlier of the original date and the new date. If that is not reasonably practicable, then such notice must be given as soon as is reasonably practicable.

Health and Safety

For health and safety reasons, employees are required to notify Administration & Operations of their pregnancy, as soon as reasonably practicable. A maternity risk assessment will then be carried out by Administration & Operations or the Operations Manager.

Once an employee has notified Scottish Ballet of her pregnancy, Scottish Ballet will carry out a risk assessment, and identify any preventive and protective measures that need to be taken. Scottish Ballet will take such steps as necessary to avoid any risks identified affecting the employee's health and safety as a new or expectant mother or that of the baby. This may involve:

- (a) changing working conditions or hours of work;
- (b) offering suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
- (c) suspending the employee from duties, which will be on full pay unless the employee has unreasonably refused suitable alternative work.

Starting Maternity Leave

Normally it is up to a pregnant employee to decide when their maternity leave will begin, but the earliest date it can start is 11 weeks before the Expected Week of Childbirth (EWC). This is subject to the following exceptions:

- (a) if the pregnant employee is absent from work wholly or partly because of pregnancy or childbirth any time during the 4 weeks before the EWC, then maternity will start automatically on the day following the first day of such absence (as does the right to statutory maternity pay - see below). However, Scottish Ballet's policy is that an absence due to pregnancy during this period, which does not last more than 3 days, will not be treated as automatically triggering the maternity leave period. However, it should be noted that this Policy does not and cannot prevent the Maternity Pay Period from being triggered with the loss of Statutory Maternity Pay entitlement - see Maternity Pay;
- (b) if the pregnant employee's child is born before the day on which the employee wished her maternity leave to begin (even where this is prior to 11 weeks before the EWC), OML commences automatically on the day after the day that the child is born.

Employees whose maternity leave is triggered by a maternity absence or by a premature birth, must notify the Head of Administration & Operations, as soon as is reasonably practicable, of the reasons for their absence and the date on which absence from work for that reason commenced, or the date that the premature birth took place.

Shortly before the employee's maternity leave starts their line manager will discuss with the employee the arrangements for covering work and the opportunities for the employee to remain in contact, should they wish to do so, during maternity leave.

New mothers are prohibited, by law, from returning to work during the two-week period immediately following childbirth.

Notice of end of maternity leave periods

Once Administration & Operations has received notification of the date of commencement of maternity leave, or if maternity leave has commenced because of a maternity-related absence or premature birth, he/she will write to the employee concerned, within 28 days of receiving the relevant notification, to inform them of the date her entitlement to maternity leave will end and the date Scottish Ballet expects her to return to work (the 'Expected Return Date').

In relation to employees who give notice, as detailed above, of a variation to the date on which OML will start, the notification from Scottish Ballet of the Expected Return Date will be provided within 28 days of the date on which that employee's OML commenced.

Maternity Pay

Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if the employee returns to work (except where they are simply using one of their Keeping In Touch Days). An employee is entitled to SMP if:

- (a) she has been continuously employed for at least 26 weeks before the fifteenth week before her Qualifying Week and is still employed by Scottish Ballet during that Qualifying Week;
- (b) her average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the government;
- (c) the employee provides Scottish Ballet with a doctor's or midwife's certificate (MAT B1 form) stating her Expected Week of Childbirth;
- (d) the employee gives at least 28 days' notice (or, if that is not possible, as much notice as she can) of her intention to take maternity leave; and
- (e) she is still pregnant 11 weeks before the start of the Expected Week of Childbirth or has already given birth.

SMP is calculated as follows:

- (a) during the first six weeks: SMP is paid at the Earnings-Related Rate of 90% of average weekly earnings calculated over the Relevant Period;
- (b) during the remaining 33 weeks: SMP is paid at the Prescribed Rate which is set by the government for the relevant tax year, or the Earnings-Related Rate if this is lower (information on the prescribed weekly rate can be obtained from the Government's website – www.gov.uk).

SMP accrues from the day on which an employee commences OML and thereafter at the end of each complete week of absence. SMP payments are made on the next normal payroll date and income tax, National Insurance and pension contributions are deducted as appropriate.

An employee is still eligible for SMP if they leave employment for any reason after the start of the Qualifying Week. In such cases, if maternity leave has not already begun, SMP starts to accrue in whichever is the later of:

- (a) the week following the week in which employment ends; or
- (b) the eleventh week before the Expected Week of Childbirth.

If an employee becomes eligible for a pay rise before the end of her maternity leave, she will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that SMP will be recalculated and increased retrospectively, or that an employee may qualify for SMP if she did not previously qualify. Scottish Ballet shall pay a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

Any pregnant employee who does not qualify for SMP will be eligible for SMA payable by the Benefits Agency, provided that she has worked and has paid at least 26 weeks standard rate, class 1 or self-employed rate National Insurance contributions in the 66 week period prior to the EWC.

What terms and conditions apply during maternity leave?

An employee's contracted terms and conditions (except in relation to salary) remain in force during maternity leave, with the exception of any terms which are inconsistent with being absent from work during this time.

Annual Leave

During OML and AML, holiday entitlement will continue to accrue in accordance with the terms of your employment contract.

Employees are reminded that unused holiday entitlement cannot normally be carried forward into the next holiday year, except under exceptional circumstances and at the sole discretion of the Chief Executive/Artistic Director or Executive Director.

Scottish Ballet's holiday year runs from 1 April to 31 March. In many cases a period of maternity leave will last beyond the end of the holiday year. Therefore employees whose maternity leave runs over two holiday periods are advised to apply to take any outstanding holidays prior to commencing or returning from maternity leave.

Any holiday entitlement for the year that cannot reasonably be taken before starting maternity leave, can be carried over to the next holiday year and must be taken within three months of returning to work unless through prior agreement with line manager. Employees should try to limit carry over to one week's holiday or less.

In practice, it is suggested that employees discuss with their line managers options to use any holiday entitlement for the year that cannot reasonably be taken before starting maternity leave, for example:

- taking their holiday entitlement tagged on to their maternity leave instead of being on

unpaid leave for the last few weeks of their maternity leave should their leave run beyond 9 months; or

- seek to take some of their holiday entitlement immediately at the end of their maternity period, to extend time off.

Employees should discuss holiday plans with their line manager in good time before starting maternity leave. All holiday dates are subject to approval by line managers and should be made in accordance with the Company's annual holiday procedure.

Pensions

Money purchase scheme: During any period of paid maternity leave, Scottish Ballet will continue to make any employer contributions that it usually makes into its money-purchase pension scheme, based on what the employee's earnings would have been if she had not been on maternity leave provided that she continues to make contributions (which will be based on the maternity pay she is receiving). For the avoidance of doubt, a woman on paid maternity leave will be treated as if she were at work with regard to remaining a member (or qualifying to be a member) of such a scheme and to the accrual rights under the scheme.

During unpaid AML, Scottish Ballet shall not make any payments into the pension scheme. The employee does not have to make any contributions, but she may do so if she wishes (based on the rate she was receiving by way of SMP on the last day of maternity leave) or she may make up for missed contributions at a later date.

Final Salary Scheme: Any period of paid maternity leave counts as pensionable service for the purposes of Scottish Ballet's final salary pension scheme, provided the employee makes the necessary minimum contributions (based on the maternity pay she is receiving).

Any period of unpaid AML will be included when calculating length of continuous pensionable service. The employee does not have to make any contributions during this period but she may do so if she wishes (based on the rate she was receiving by way of SMP on the last day of maternity leave) or she may make up for missed contributions at a later date.

Redundancies during maternity leave

In the event that an employee's post is affected by a redundancy situation during any employee's maternity leave, that employee will be offered full redundancy consultation, as though she was not on maternity leave. This will include being notified of any proposals and being invited to a meeting before any final decision is reached as to her continued employment.

In the event that Scottish Ballet identifies suitable alternative employment for such an employee, it will offer her that post before the end of her current employment with Scottish Ballet, to take effect immediately on the ending of the current employment. Such employment will be suitable and appropriate, and offered on terms that are not substantially less favourable than if she had continued to be employed under the previous contract.

If Scottish Ballet is unable to identify suitable alternative employment, or if the employee refuses to accept such employment if no alternative can be found, the employee will be made redundant and will be given the appropriate payment.

Keeping in Touch

Scottish Ballet may make reasonable contact with an employee, from time to time, during her maternity leave.

In addition, an employee may work (including attending training) for up to 10 days during maternity leave without bringing her maternity leave to an end or losing SMP. These days are known as 'Keeping in Touch days' ('KIT days'). The arrangements, including pay for KIT days, will be by agreement with the Head of Administration & Operations. The employee is not obliged to undertake any such work during maternity leave and, in any case, the employee must not work in the two weeks following childbirth.

Employees will be paid at their normal basic rate of pay for time spent working on a KIT days and this will be inclusive of any maternity pay entitlement.

Returning to Work

Once an employee has notified Scottish Ballet in writing of her Intended Start Date, Scottish Ballet shall send her a letter within 28 days to inform her of her Expected Return Date. If her start date has been changed (either because she gave notice to change it, or because maternity leave started early due to illness or premature childbirth) Scottish Ballet shall write to the employee within 28 days of the start of maternity leave with a revised Expected Return Date.

Shortly before an employee is due to return to work, Scottish Ballet may invite the employee to have a discussion (whether in person or by telephone) about the arrangements for her return. This may cover:

- (a) updating the employee on any changes that have occurred during her absence;
- (b) any training needs she might have; and
- (c) any changes to working arrangements (for example if the employee made a request to work part-time).

Changing the return date

If an employee wishes to return to work earlier than the Expected Return Date, she must give Scottish Ballet eight weeks' notice. It is helpful if the employee gives this notice in writing. If the employee does not give enough notice, Scottish Ballet may postpone the return date until eight weeks after the employee gave notice, or to the Expected Return Date if sooner.

If an employee wishes to return later than the Expected Return Date, she should either:

- (a) request unpaid parental leave in accordance with Scottish Ballet's Parental Leave Policy, giving as much notice as possible but not less than 21 days; or
- (b) request paid annual leave in accordance with her contract, which will be at Scottish Ballet's discretion.

If an employee is unable to return to work due to sickness or injury, this will be treated as sickness absence.

Deciding not to return

If an employee decides not to return to work, she must give notice of resignation in accordance with her contract of employment. The amount of maternity leave left to run when an employee gives notice must be at least equal to her contractual notice period, otherwise Scottish Ballet may require her to return to work for the remainder of the notice period.

Once an employee has given notice that she will not be returning to work, she cannot change her mind without Scottish Ballet's agreement.

This will not affect an employee's right to SMP.

Rights when an employee returns to work

An employee will normally be entitled to return to work to the same position as she held before commencing maternity leave, and her terms and conditions of employment will be the same as they would have been if she had not been absent.

However, if an employee has taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for Scottish Ballet to allow the employee to return into the same position, Scottish Ballet may give the employee another suitable and appropriate job on terms and conditions that are not less favourable.

Switching to Shared Parental Leave ('SPL')

In some cases an employee and their spouse or partner may be eligible to opt into the SPL scheme which gives employees more flexibility to share the leave and pay available in the first year after birth. The employee's partner should check with their employer if they are eligible.

An employee would need to give Scottish Ballet at least eight weeks' written notice to end her maternity leave and opt into SPL. An employee can give this notice before or after the birth, but she must remain on maternity leave until at least two weeks after birth. The employee would then be able to share any remaining leave with her partner. For further information about how SPL works, see the Shared Parental Leave Policy.

Flexible working

All requests by pregnant employees, or employees intending to return to work after a period of maternity leave, for a change to the hours that they work, including a request to change to part-time work, job share or to work flexibly, should be made to the Head of Administration & Operations. A copy of Scottish Ballet's Flexible Working Policy should be requested from the Head of Administration & Operations, in order to assist with the preparation of their application on these terms. Employees should be aware that there is no absolute right to insist on working part-time but employees do have a statutory right to request flexible working, but Scottish Ballet will try to accommodate their request unless there is a justifiable reason for refusal, bearing in mind the needs of the business.

Advice

Employees who wish to discuss any aspect of entitlement under this policy or any other

matter or problem relating to their pregnancy or maternity leave, should speak to the Head of Administration & Operations, who will be pleased to try and help them.

14.2 ADOPTION LEAVE POLICY

Introduction

Scottish Ballet recognises that it would be useful to employees to have set out clearly their policy on adoption leave and adoption pay. Scottish Ballet operates the statutory adoption leave and adoption pay scheme. This section seeks to implement the relevant provisions of that scheme.

It is not intended to confer any rights or entitlements which are additional to or which in any way differ from those set out in the statutory scheme and, in the event of any divergence between the content of this section and the statutory scheme, the latter shall apply.

Special rules apply to adoptions from overseas which are not set out in this policy. Clarification on the rules that apply to those adoptions may be obtained from the Head of Administration & Operations.

If an employee is entering into a surrogacy arrangement under which he or she will be applying for a parental order, you may also be entitled to adoption leave and pay.

In some cases employees and their spouse or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives employees more flexibility to share the leave and pay available in the first year after the child is placed with the employee. However, one parent must take at least two weeks' adoption leave first. Details of SPL are set out in the Shared Parental Leave Policy.

The information set out in this policy is non-contractual and Scottish Ballet reserves the right to amend it at any time.

Entitlement to adoption leave

Adoption leave is available to employees where a child has been placed for adoption. An employee is entitled to adoption leave if they meet all the following conditions:

- (a) the employee is adopting a child through a UK or overseas adoption agency;
- (b) the adoption agency has given the employee written notice that it has matched them with a child for adoption and tells the employee the date the child is expected to be placed into their care with a view to adoption (Expected Placement Date);
- (c) the employee has notified the agency that they agree to the child being placed with them on the Expected Placement Date;
- (d) the employee's spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

Adopters are entitled to up to 26 weeks' Ordinary Adoption Leave (OAL), followed immediately by up to 26 weeks' Additional Adoption Leave (AAL).

Any employee is entitled to take paid time off work to attend adoption appointments, which are for the purpose of having contact with the child that is to be placed with you or any other purpose connected with the adoption, and have been arranged by or at the request of an adoption agency.

Where the child is to be placed with you and another person jointly, you should, if asked to do so, provide a signed declaration to Scottish Ballet, stating that in connection with the adoption, you have chosen to be the person who exercises the right to paid time off to attend the adoption appointments.

An employee who has chosen to be the person who takes unpaid time off, is entitled to exercise that right on one or two occasions in relation to any particular adoption arrangement. For any given appointment, the maximum unpaid time off during working hours to which you are entitled is six and a half hours, including travel time.

Notification requirements

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

Scottish Ballet will then write to the employee within 28 days to inform them of their Expected Return Date assuming the employee takes the full entitlement to adoption leave.

Once the employee receives the matching certificate issued by the adoption agency, a copy must be provided to Scottish Ballet.

Starting adoption leave

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

If an employee wants to change their Intended Start Date, please tell Administration & Operations in writing. The employee should give as much notice as possible, but wherever possible the employee must confirm at least 28 days before the original Intended Start Date (or the new start date if they are bringing the date forward). Administration & Operations will then write to the employee within 28 days to tell them their new Expected Return Date.

Shortly before adoption leave starts, Scottish Ballet will discuss with the employee the arrangements for covering work and the opportunities for the employee to remain in contact, should they wish to do so, during the leave.

Adoption pay

Statutory adoption pay ('SAP') is payable for 39 weeks. It stops being payable if the employee returns to work sooner or if the placement is disrupted. An employee is entitled to SAP if:

- (a) the employee has been continuously employed for at least 26 weeks ending with the week in which the agency notified them employee that they had been matched with the child (Qualifying Week) and are still employed by Scottish Ballet during that week;
- (b) the employee's average weekly earnings during the eight weeks ending with the Qualifying Week (Relevant Period) are not less than the lower earnings limit set by the government, which is £11 per week for 2017/18; and
- (c) the employee has given the employee the relevant notifications under this policy.

SAP is calculated as follows:

- (a) during the first six weeks: SAP is paid at the **Earnings-related Rate** of 90% of an employee's average earnings over the Relevant Period;
- (b) during the remaining 33 weeks: SAP is paid at the **Prescribed Rate** which is set by the government for the relevant tax year, or the Earnings-related Rate if this is lower.

SAP accrues with each complete week of absence and payments are made on the next normal payroll date. Income tax, National Insurance and pension contributions are deducted as appropriate.

If an employee leaves employment for any reason (for example, if they resign or are made redundant) they are still eligible for SAP if they have already been notified by an agency that they have been matched with a child. In such cases, SAP starts:

- (a) 14 days before the Expected Placement Date; or
- (b) the day after your employment ends,

whichever is the later.

If an employee becomes eligible for a back-dated pay rise which includes a sum in respect of the Relevant Period, they will be treated for SAP purposes as if the pay rise had been paid in the Relevant Period. This means that SAP will be recalculated and increased retrospectively, or that the employee may qualify for SAP if they did not previously qualify. Scottish Ballet shall pay the employee a lump sum to make up the difference between any SAP already paid and the amount payable by virtue of the pay rise. Any future SAP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

Terms and conditions during adoption leave

All terms and conditions of employment in force prior to the adoptive parent's leave will continue to apply during this period, except those relating to remuneration.

Annual leave will accrue at the rate provided under the employee's contract.

Scottish Ballet's holiday year runs from 1 April to 31 March. In many cases a period of adoption leave will last beyond the end of the holiday year. Any holiday entitlement for the year that cannot reasonably be taken before starting adoption leave can be carried over to the next holiday year and must be taken within three months of returning to work unless the employee's line manager agrees otherwise. Employees should try to limit carry over to one week's holiday or less.

Pensions

Money purchase scheme: During any period of paid adoption leave, Scottish Ballet will continue to make any employer contributions that it usually makes into its money-purchase pension scheme, based on what the employee's earnings would have been if they had not been on adoption leave provided that they continue to make contributions (which will be based on the adoption pay they are receiving). For the avoidance of doubt, an employee on paid adoption leave will be treated as if they were at work with regard to remaining a member (or qualifying to be a member) of such a scheme and to the accrual rights under the scheme. During unpaid AAL, Scottish Ballet shall not make any payments into the pension scheme. The employee does not have to make any contributions, but they may do so if they wish (based on the rate they were receiving by way of SAP on the last day of adoption leave) or they may make up for missed contributions at a later date.

Final salary scheme: Any period of paid adoption leave counts as pensionable service for the purposes of Scottish Ballet's final salary pension scheme, provided the employee makes the necessary minimum contributions (based on the adoption pay they are receiving).

Any period of unpaid AAL will be included when calculating length of continuous pensionable service. The employee does not have to make any contributions during this period but may do so if they wish (based on the rate they were receiving by way of SAP on the last day of adoption leave) or they may make up for missed contributions at a later date.

Keeping in Touch Days

During adoption leave, Scottish Ballet may offer the employee the opportunity of taking up to 10 'Keeping in Touch Days'. These are days when the employee may work for Scottish Ballet without bringing the adoption leave to an end. Work can be any work under the Contract of Employment, and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Any payment for these days will depend on the type of work, training or activity and will be agreed between the employee and the Chief Executive/Artistic Director and the Head of Administration & Operations.

Returning to work

An employee must return to work on the expected return date unless they tell Administration & Operations otherwise. If the employee wishes to return to work early, they must give Administration & Operations at least eight weeks' notice of the date. It is helpful if this notice is given in writing. An employee may be able to return later than the expected return date if they request annual leave or parental leave, which will be at Scottish Ballet's discretion.

An employee is normally entitled to return to work in the position they held before starting adoption leave, on the same terms of employment. However, if an employee has taken AAL and it is not reasonably practicable for Scottish Ballet to allow the employee to return to the same position, an employee may be given another suitable and appropriate job on terms and conditions that are not less favourable.

If an employee wants to change their hours or other working arrangements on return from adoption leave they should make a request under the Flexible Working Policy. It is helpful if such requests are made as early as possible.

If an employee decides they do not want to return to work they should give notice of resignation in accordance with their contract.

14.3 FOSTERING LEAVE POLICY

Introduction

Scottish Ballet recognises the contribution and value of its Employees who provide foster care for children. As a result, Scottish Ballet is committed to supporting staff in making the necessary arrangements during this very important time. Fostering Leave is where an Employee takes a period of time off from work in order to enable a foster child in their care to adjust to the new circumstances and settle into the family routine.

This policy is non-contractual and Scottish Ballet reserves the right to alter or amend it at any time.

Entitlement to Fostering Leave

If you are an Employee of Scottish Ballet, you may be entitled to take fostering leave provided:

- you have been matched with a child for fostering by a fostering agency;
- you have notified the agency that you agree that the child should be placed with you and you have agreed of the date of placement;
- you intend for the requested leave to be for the purpose of caring for that child;
- you have worked continuously for Scottish Ballet for 26 weeks ending with the week in which they are notified of being matched with a child for adoption.

Starting your Fostering Leave

You may choose to begin your fostering leave on the date on which the child is placed with you for foster care, or on a predetermined date up to 2 weeks before the expected date of placement. If you change your mind about the date you want to start your leave, you must give written notice to the Company at least 4 weeks before the new start date.

Fostering Pay

Scottish Ballet understands that the time period of fostering can vary from very short term fostering to a longer term basis. As a result, Scottish Ballet takes a flexible approach in authorising the lengths of paid and unpaid fostering leave.

It is not compulsory for an Employee to take the full amount of leave (paid or unpaid) which they are entitled to.

An Employee fostering a child for a short term (e.g. no longer than 2 weeks) may take up to 2 days paid leave, but no more than 10 days in any 52 week period.

For an Employee fostering a child on a longer term basis (e.g. longer than 52 weeks), the Chief Executive/Artistic Director or Executive Director may consider providing leave under the same arrangements for Adoption Leave and Pay.

Those employees who are foster carers do not have a statutory right to time off work to care for foster children, nor do they have a statutory right to Parental Leave. However, the Chief Executive/Artistic Director or Executive Director may consider authorising a period of unpaid leave for those fostering a child on a longer term basis (e.g. longer than 52 weeks).

Rights during fostering leave

While you are taking fostering leave, your contract of employment will continue and you will receive the benefit of the usual terms and conditions of your employment, except those relating to remuneration,

Pensions

Money purchase scheme: During any period of paid fostering leave, Scottish Ballet will continue to make any employer contributions that it usually makes into its money-purchase pension scheme, based on what the employee's earnings would have been if they had not been on fostering leave provided that they continue to make contributions (which will be based on the adoption pay they are receiving). For the avoidance of doubt, an employee on paid fostering leave will be treated as if they were at work with regard to remaining a member (or qualifying to be a member) of such a scheme and to the accrual rights under the scheme.

During unpaid foster leave, Scottish Ballet shall not make any payments into the pension scheme. The employee does not have to make any contributions, but they may do so if they wish.

Final salary scheme: Any period of paid fostering leave counts as pensionable service for the purposes of Scottish Ballet's final salary pension scheme, provided the employee makes the necessary minimum contributions (based on the fostering pay they are receiving).

Any period of unpaid fostering leave will be included when calculating length of continuous pensionable service. The employee does not have to make any contributions during this period but may do so if they wish.

Keeping in Touch Days

During fostering leave, Scottish Ballet may offer the employee the opportunity of taking up to 10 'Keeping in Touch Days'. These are days when the employee may work for Scottish Ballet without bringing the fostering leave to an end. Work can be any work under the Contract of Employment, and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Any payment for these days will depend on the type of work, training or activity and will be agreed between the employee and the Chief Executive/Artistic Director and the Head of Administration & Operations.

Returning to work

An employee must return to work on the expected return date unless they tell Administration & Operations otherwise. If the employee wishes to return to work early, they must give Administration & Operations at least eight weeks' notice of the date. It is helpful if this notice is given in writing. An employee may be able to return later than the expected return date if they request annual leave or parental leave, which will be at Scottish Ballet's discretion.

An employee is normally entitled to return to work in the position they held before starting fostering leave, on the same terms of employment.

If an employee wants to change their hours or other working arrangements on return from adoption leave they should make a request under the Flexible Working Policy. It is helpful if such requests are made as early as possible.

If an employee decides they do not want to return to work they should give notice of resignation in accordance with their contract

14.4 PATERNITY LEAVE POLICY

Introduction

Scottish Ballet recognises that it would be useful for employees to have information on paternity leave and paternity pay clearly set out. Scottish Ballet operates the statutory scheme in relation to paternity leave. This policy seeks to implement the statutory scheme.

It is not intended to confer any rights which are additional to or which in any way differ from those set out in that statutory scheme and, in the event of any divergence between this section and the statutory scheme, the statutory scheme shall apply.

The information contained in this section is non-contractual and Scottish Ballet reserves the right to alter or withdraw it at any time.

Frequently used terms

The definitions in this paragraph apply in this policy.

Partner: spouse, civil partner or someone (of either sex) with whom the employee lives in an enduring family relationship, but who is not their parent, grandparent, sister, brother, aunt or uncle.

Expected Week of Childbirth: the week, beginning on a Sunday, in which their doctor or midwife expects the child to be born.

Expected Placement Date: the date on which an adoption agency expects that it will place a child into the employee's care with a view to adoption.

Entitlement to paternity leave

Paternity leave is available when a child is born or placed with an employee for adoption. However, in adoption cases paternity leave is not available to an employee who decides to take adoption leave. Further details of adoption leave are set out in the Adoption Policy.

An employee is entitled to paternity leave if they meet all the following conditions:

- (a) they have been continuously employed by Scottish Ballet for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth or the week in which the employee or their Partner are notified by an adoption agency that they have been matched with a child;
- (b) the employee is:
 - (i) the biological father of the child; or

- (ii) is the Partner of the child's mother or of someone who has been matched with a child by an adoption agency.
- (c) The employee:
 - (i) expects to have main responsibility (with the child's mother or co-adopter) for the child's upbringing; or
 - (ii) is the child's biological father and expects to have some responsibility for the child's upbringing.
- (d) the leave is for the purpose of caring for the child, or supporting the child's mother or co-adopter in caring for the child.

In any cases where an employee would have satisfied each of the conditions stated above but for the fact that the child's adopter has died during the child's placement, then that employee will be entitled to paternity leave.

If an employee has less than 26 weeks' continuous service then they are entitled to two weeks' unpaid leave. Only one period of leave will be available to employees irrespective of whether more than one child is born as a result of the same pregnancy or placed together.

Length and Timing of Paternity leave

Paternity leave is a period of one or two weeks' consecutive leave taken when a child is born or placed with you for adoption. An employee can start their leave on the date of birth or placement, or later, provided it is taken within eight weeks (56 days) of the birth or placement. (If the baby is premature the period ends eight weeks after the start of the Expected Week of Childbirth.)

To take paternity leave an employee must give Administration & Operations written notice by the end of the 15th week before the Expected Week of Childbirth (or no more than seven days after the adoption agency notified the employee of being matched with a child), or as soon as they reasonably can, stating:

- (a) the Expected Week of Childbirth;
- (b) whether the employee intends to take one week or two weeks' leave; and
- (c) when the employee would like the leave to start.

An employee can change the intended start date by giving Administration & Operations 28 days' notice or, if this is not possible, as much notice as they can.

Paternity Pay

Statutory paternity pay (SPP) is payable during paternity leave provided an employee has at least 26 weeks' continuous employment ending with the Qualifying Week (the 15th week before the Expected Week of Childbirth or the week in which the adoption agency notified the employee of a match) and their average earnings are not less than the lower earnings limit set by the government each tax year.

The rate of SPP is set by the government each tax year. For further information contact the Head of Administration & Operations.

Employees will also need to complete a self-certificate of entitlement at least 28 days before

they want Statutory Paternity Pay (SPP) to begin. This form is available and should be completed on-line, at the following address:

https://publiconline.hmrc.gov.uk/lc/content/xfafoms/profiles/forms.html?contentRoot=repository:///Applications/PersonalTax_iForms/1.0/SC3&template=SC3.xdp

Employees must provide the information detailed above as evidence that they meet the eligibility conditions for payment of SPP. No SPP will be payable without this information being provided to Scottish Ballet.

Scottish Ballet is not required to pay SPP in any of the following circumstances, in any week where:

- (a) during any part of it the employee is entitled to Statutory Sick Pay;
- (b) following that in which the employee has died;
- (c) during any part of it or subsequent weeks, if the employee has been detained in legal custody, or sentenced to a term of imprisonment (except where the sentence has been suspended).

Employees who do not qualify for SPP may qualify for Income Support.

Any queries about entitlement to SPP, or income support during paternity leave, should be directed in the first instance to the Head of Administration & Operations.

If the baby arrives early, the notice and or the form referred to above must be given to Administration & Operations as soon as is reasonably practicable.

If the baby is late and has not been born by the date the employee notified Scottish Ballet they wished to commence their leave on, the employee cannot take leave until the baby is born. In these circumstances, they must change the date or choose to take the leave from the date of birth or a specified number of days after the birth. This must be done as soon as is reasonably practicable.

During paternity leave

During paternity leave, the employment contract will continue and employees on paternity leave will benefit from the terms and conditions of employment, except for the entitlement to remuneration (i.e. sums payable by way of wages or salary).

Scottish Ballet's holiday year runs from 1 April to 31 March. In many cases a period of adoption leave will last beyond the end of the holiday year. Any holiday entitlement for the year that cannot reasonably be taken before starting adoption leave can be carried over to the next holiday year and must be taken within three months of returning to work unless the employee's line manager agrees otherwise. Employees should try to limit carry over to one week's holiday or less.

If the employee is a member of the pension scheme, Scottish Ballet shall make employer pension contributions during paternity leave, based on the employee's normal salary, in accordance with the pension scheme rules. Any employee contributions the employee makes will be based on the amount of any paternity pay they are receiving, unless the employee informs Administration & Operations that they wish to make up any shortfall.

Returning to work

Following paternity leave, an employee is normally entitled to return to the same position they held before commencing leave. An employee's terms of employment will be the same as they would have been had the employee not been absent. However, if an employee has combined paternity leave with another type of family-related leave please see the relevant policy as the position may be slightly different.

If an employee wants to change their hours or other working arrangements they should make a request under the Flexible Working Policy. It is helpful if such requests are made as early as possible.

If an employee decides they do not want to return to work they should give notice of resignation in accordance with their contract.

Failure to return to work after the end of paternity leave may result in disciplinary action for unauthorised absence, unless the absence is because of the employee's sickness or it is authorised by the employee's line manager and Administration & Operations appropriately notified.

Redundancy during paternity leave

If during any employee's paternity leave a redundancy situation arises, they will be treated in the same way as any other employee. This will include consultation, mitigating the effects of any redundancy and consideration for suitable alternative employment.

More Information

If you have any questions about the information contained in this section or would like further advice in relation to a matter connected with paternity leave, you should contact the Head of Administration & Operations.

14.5 SHARED PARENTAL LEAVE POLICY

1 Introduction

- 1.1 This Shared Parental Leave Policy sets out the statutory rights and responsibilities of employees who wish to take statutory Shared Parental Leave (SPL) and receive Shared Parental Pay (ShPP).
- 1.2 This policy applies to mothers, fathers, adopters (including the intended parents in a surrogacy arrangement where they are applying for a parental order and are eligible for adoption leave and pay), spouses and partners who meet the eligibility criteria at Section 2.1 of this Policy. Partner in this context means a person of either sex who lives with the mother or adopter and the child in an enduring family relationship but is not the mother's or adopter's child, parent, grandchild, grandparent, sibling, aunt, uncle, niece or nephew.
- 1.3 This policy only applies in relation to children for whom the Expected Week of Childbirth (EWC) begins on or after 5 April 2014, and children placed for adoption on or after that date.

- 1.4 The EWC is the week (beginning with midnight between Saturday and Sunday) in which the doctor or midwife expects the birth.
- 1.5 'Matching Date' means the date on which the adopter is notified of having been matched for adoption with a child.
- 1.6 This policy is for guidance only and does not form part of your contract of employment. Scottish Ballet may alter the terms of this policy from time to time and details of any alterations or additions will be notified to you. This policy is intended to reflect only the rights employees are given by law and is intended to be a summary only and not a complete statement of your rights. Please contact Administration & Operations if you have any queries about your entitlement.
- 1.7 This policy must be read alongside Scottish Ballet's Maternity Leave Policy, Paternity Leave Policy, Adoption Leave Policy and Parental Leave Policy.

2 Entitlement of SPL

- 2.1 It is your responsibility to check that you are entitled to SPL. The right to SPL is potentially available to two people:
 - 2.1.1 the mother/adopter of the child; and
 - 2.1.2 the other parent, who may be the father of the child, or the spouse, civil partner or partner of the child's mother/adopter.
- 2.2 If you are the mother/adopter, you will only be entitled to take SPL if:
 - 2.2.1 you have been employed with Scottish Ballet for at least 26 weeks at the end of the 15th week before the EWC/Matching Date ('The Continuity of Employment test');
 - 2.2.2 you are still employed with Scottish Ballet in the week before any SPL is due to start;
 - 2.2.3 you have, at the date of birth or date of placement for adoption, the main responsibility for the care of the child (apart from the responsibility of the other parent);
 - 2.2.4 you are entitled to statutory maternity/adoption leave in respect of the child;
 - 2.2.5 you have curtailed any entitlement to statutory maternity/adoption leave by giving notice to Scottish Ballet at the end of that leave period or by returning to work before the end of that leave period. The notice of leave curtailment must be in writing and state the date on which your statutory maternity/adoption leave period is to end;
 - 2.2.6 you have notified Scottish Ballet of your entitlement to SPL. You must notify the Employer in accordance with the notification requirements in Section 4 and provide evidence as required;
 - 2.2.7 the other parent satisfies the following conditions:

2.2.7.1 he/she must satisfy the 'Employment and Earnings test' by:

- having been engaged in employment as an employed or self-employed earner for any part of the week in the case of at least 26 of the 66 weeks immediately preceding the EWC or the week of the Matching Date; and
- during any 13 of those 66 weeks, have average earnings that are not less than the 'maternity allowance threshold' (currently £30 a week as at May 2017, but this figure may change annually).

2.2.7.2 he/she must have, at the birth/date of placement for adoption, the main responsibility for the care of the child (apart from the responsibility of the mother/adopter).

2.3 If you are the other parent, you will only be entitled to take SPL if:

2.3.1 you have been employed by Scottish Ballet for at least 26 weeks at the end of the 15th week before the EWC;

2.3.2 you are still employed with Scottish Ballet in the week before any SPL is due to start;

2.3.3 you have, at the date of birth or date of placement for adoption, the main responsibility for care of the child (apart from the responsibility of the mother/adopter); and

2.3.4 the mother/adopter satisfies the following conditions:

2.3.4.1 she/he must satisfy the 'Employment and Earnings Test';

2.3.4.2 she/he must be entitled to statutory maternity/ adoption leave or statutory maternity/ adoption pay or maternity allowance in respect of the child;

2.3.4.3 she/he has, at the date of birth or date of placement for adoption, the main responsibility for care of the child (apart from the responsibility of the other parent); and

2.3.4.4 she/he must, by the time you take any period of SPL, have ended her statutory maternity/ adoption leave by returning to work, or fixed a date on which her/ his maternity/ adoption leave will end, or (where she/he has no entitlement to statutory maternity/ adoption leave) fixed a date on which her/ his maternity/ adoption pay period or her/ his maternity allowance period will end.

2.4 In the event that the mother/adopter separates from her/his spouse, civil partner or partner either before or after the birth of the child, then both the mother/adopter and her/his spouse, civil partner or partner will continue to be entitled to SPL and ShPP if they are caring for the child in the weeks that they take the leave and pay. However, if after the separation an employee is not caring for the child, they have no entitlement to SPL or ShPP.

3 Extent of Entitlement to SPL

- 3.1 The number of weeks of SPL which can be taken in total will be the balance of the weeks of statutory maternity leave or statutory adoption leave which have not been taken when the statutory maternity or adoption leave has been curtailed, up to a maximum of 50 weeks.
- 3.2 The leave must be taken within the first year of the child's life or, where the child is adopted, before the first anniversary of the date on which the child is placed for adoption.
- 3.3 Eligible employees have the right to take SPL as one block or they can request to take SPL in periods with a break or breaks between the periods of leave when the employee returns to work.
- 3.4 Where an employee has two (or more) jobs and qualifies for SPL in respect of each employment, she/he and her/his spouse, civil partner or partner are entitled to take SPL from each employer.
- 3.5 A mother/adopter cannot be on maternity leave in one job and on SPL in another job. A mother/adopter must curtail all maternity/adoption entitlement (from all employment) for any entitlement to SPL to arise.
- 3.6 In order for a mother/adopter and her/his spouse, civil partner or partner to qualify for SPL in respect of both/ all jobs, the mother/adopter must have brought forward the end of the maternity/adoption leave by either returning to work in respect of both jobs or by giving notice to end the maternity/adoption leave period and this notice must be given to both employers at the same time.
- 3.7 Where a mother/adopter has two or more jobs which both qualify for SPL, the number of weeks of SPL is calculated by deducting the maximum number of weeks of maternity/adoption leave that the mother/adopter has taken with both employers from the 50 weeks' SPL entitlement.
- 3.8 The following examples demonstrate the practical operation of Section 3.7:
 - (i) if a mother/adopter is on maternity/adoption leave from both employment A and employment B and returns to work in employment A on week 20 and returns to work in employment B on week 25 then the maximum amount of SPL available in this situation would be 25 weeks (i.e. 50 weeks (maximum SPL entitlement) – 25 weeks (the later of the return to work dates) = 25 weeks); and
 - (ii) if a mother/adopter gives notice to curtail her/his maternity/adoption leave from employer A from week 32 of the maternity leave period and gives notice to curtail maternity/adoption leave from employer B from week 30 of that period then the maximum amount of SPL available in this situation would be 18 weeks (i.e. 50 weeks (maximum SPL entitlement) – 32 weeks (the later of the curtailment notices) = 18 weeks).

4 Notification Requirements

- 4.1 If you are the mother/adopter you must, not less than 8 weeks before the start date of the first period of SPL which you wish to take, give Administration & Operations a written notice of entitlement and intention to take SPL specifying:
 - 4.1.1 your name;
 - 4.1.2 the name of the other parent;
 - 4.1.3 the start and end dates of any statutory maternity/adoption leave or statutory maternity/adoption pay, or maternity allowance, taken in respect of the child;
 - 4.1.4 the total amount of SPL available to you as the mother/adopter and the other parent (which will be the balance of 52 weeks less the number of weeks of statutory maternity/adoption leave taken, subject to a maximum of 50 weeks);
 - 4.1.5 the EWC and the actual date of birth or, in the case of an adopted child, the Matching Date and the date of placement for adoption. If the notice is being given before the child is born or placed for adoption, you must give Scottish Ballet the date of birth or date of placement for adoption as soon as reasonably practicable after the birth or placement and, in any event, before the first period of SPL;
 - 4.1.6 the amount of SPL which you and the other parent each intend to take (e.g. if both parents take 2 weeks' of SPL this will amount to 4 weeks of SPL);
 - 4.1.7 an indication of when you intend to take SPL (including the start and end dates for each period of leave).
- 4.2 If you are the mother/adopter, you must also at the same time provide Scottish Ballet with:
 - 4.2.1 a signed declaration stating:
 - 4.2.1.1 that you satisfy, or will satisfy, the applicable eligibility conditions at Section 2 above and are entitled to take SPL;
 - 4.2.1.2 that the information you have given in the notice of entitlement and intention to take SPL is accurate; and
 - 4.2.1.3 that, should you cease to be eligible for SPL (including if you cease to care for the child), you will immediately inform Scottish Ballet.
 - 4.2.2 a signed declaration from the other parent specifying:
 - 4.2.2.1 his/her name, address and National Insurance number (or a declaration that he/she does not have a National Insurance number);
 - 4.2.2.2 that he/she satisfies, or will satisfy, the applicable eligibility conditions at Section 2 above;
 - 4.2.2.3 that he/she is the father of the child or the spouse, civil partner or partner of the mother/adopter;

- 4.2.2.4 that he/she consents to the amount of leave which the mother/adopter intends to take (as set out in the notice of entitlement and intention to take SPL under Section 4.1 above);
 - 4.2.2.5 that he/she consents to Scottish Ballet processing the information contained in the declaration.
 - 4.3 If you are the other partner you must, not less than 8 weeks before the start date of the first period of SPL which you wish to take, give Administration & Operations a written notice specifying:
 - 4.3.1 your name;
 - 4.3.2 the name of the mother/adopter;
 - 4.3.3 the start and end dates of any statutory maternity/adoption leave or statutory maternity/adoption pay, or maternity allowance taken in respect of the child;
 - 4.3.4 the total amount of SPL available;
 - 4.3.5 the EWC and the actual date of birth or, in the case of an adopted child, the Matching Date and the date of placement for adoption. If the notice is being given before the child is born or placed for adoption, you must give Scottish Ballet the date of birth or date of placement for adoption as soon as reasonably practicable after the birth and placement and, in any event, before the first period of SPL;
 - 4.3.6 the amount of SPL which you and the other parent each intend to take (e.g. if both parents take 2 weeks' of SPL this will amount to 4 weeks of SPL);
 - 4.3.7 an indication of when you intend to take SPL (including the start and end dates for each period of leave).
 - 4.4 If you are the other parent, you must at the same time provide Scottish Ballet with:
 - 4.4.1 a signed declaration stating:
 - 4.4.1.1 that you satisfy, or will satisfy, the applicable eligibility conditions at Section 2 above and are entitled to take SPL;
 - 4.4.1.2 that the information you have given in the notice of entitlement and intention to take SPL is accurate; and
 - 4.4.1.3 that, should you cease to be eligible for SPL (including if you cease to care for the child), you will immediately inform Scottish Ballet;
 - 4.4.2 a signed declaration from the mother/adopter specifying:
 - 4.4.2.1 her/his name, address and National Insurance number (or a declaration that she does not have a National Insurance number);
 - 4.4.2.2 that she/he satisfies, or will satisfy, the applicable eligibility conditions at Section 2 above;

4.4.2.3 that she/he consents to the amount of leave which the other parent intends to take;

4.4.2.4 that she/he will immediately inform the other parent if she ceases to be entitled to SPL;

4.4.2.5 that she/he consents to the other parent's employer processing the information in mother/adopter's declaration.

5 Revoking Notice to Curtail Maternity or Adoption Leave

5.1 If a mother/adopter has given Scottish Ballet notice to curtail maternity/adoption leave she/he may revoke (withdraw) the notice by giving a revocation notice if she/he has not returned to work, the curtailment date has not passed and if one of the following circumstances apply:

5.1.1 where it is discovered in the 8 weeks following the notice that neither the mother/adopter nor her/ his spouse, civil partner or partner has any entitlement to SPL or ShPP;

5.1.2 in the event of the death of the mother/adopter's spouse, civil partner or partner; or

5.1.3 (for mothers only) if the notice was given before the birth and the mother revokes her maternity leave curtailment notice in the 6 weeks following the birth (subject to Section 5.3).

5.2 A revocation notice must be given to Scottish Ballet before the curtailment date and:

5.2.1 if given under Section 5.1.1, within 8 weeks of the date on which the mother/adopter gave her/ his leave curtailment notice to Scottish Ballet;

5.2.2 if given under Section 5.1.2, within a reasonable time of the date of death; or

5.2.3 if given under Section 5.1.3, within 6 weeks of the date of birth.

5.3 If the mother/adopter revokes the notice under Sections 5.1.1 or 5.1.2 above, there is no further entitlement to SPL at a later date in respect of the same child.

5.4 A mother who revokes her maternity leave curtailment notice within 6 weeks of the birth under section 5.1.3 above will be entitled to SPL at a later date (together with her spouse, civil partner or partner) provided that she returns to work and subsequently gives notice of her entitlement to SPL or by giving a further notice to curtail her maternity leave.

5.5 If a mother/adopter revokes a curtailment notice in accordance with the above provisions in Section 5 she/he will remain on maternity/adoption leave. Her/his entitlement to maternity/ adoption leave is restored to a total of 52 weeks, irrespective of whether her/his spouse, civil partner or partner has taken SPL prior to the mother/adopter revoking her/his curtailment notice.

5.6 Where a mother gives notice to curtail her maternity leave before the birth of the child and then changes her mind within 6 weeks of the birth, her spouse, civil partner or partner's entitlement to SPL stops.

- 5.7 If a mother/adopter wishes to revoke a curtailment notice, she/ he must submit her/ his written revocation notice, stating that she/ he revokes her/ his curtailment notice, to the Head of Administration & Operations. Where the revocation notice is being submitted under Section 5.1.2, it must also state the date of death.

6 Arrangements for booking Shared Parental Leave

- 6.1 In addition to notifying Scottish Ballet of your entitlement to SPL/ShPP, you must also give notice to take the leave in a period of leave notice. In practice, you may wish to give notice to take leave at the same time as giving the notice of entitlement to SPL.
- 6.2 If you meet the applicable eligibility criteria at Section 2 above, you have the right to take SPL as one block (i.e. 'continuous' SPL) or can request to take SPL in periods with a break or breaks between the periods of leave when the employee returns to work (i.e. 'discontinuous' SPL). You have the right to submit up to 3 notifications specifying leave periods you are intending to take. Periods of continuous SPL cannot be refused by Scottish Ballet.
- 6.3 SPL can only be taken in complete weeks (i.e. taking leave in blocks of one day or part weeks is not permissible) and it may begin on any day of the week. You must book SPL by giving notification of the start and end dates of each period of SPL requested in that notice at least 8 weeks before the date on which you wish to start the leave and (if applicable) receive ShPP (see Section 9 below).
- 6.4 If you request discontinuous periods of SPL in your period of leave notice, Scottish Ballet may in the two weeks beginning with the date on which the period of leave notice was given either:
- 6.4.1 consent to the periods of leave request;
 - 6.4.2 propose alternative dates for periods of leave; or
 - 6.4.3 refuse the periods of leave requested without proposing alternative dates.
- 6.5 Where Scottish Ballet agrees to the periods of leave requested in a period of leave notice, or agrees alternative dates for the periods of leave with you, you are entitled to take the leave on the dates agreed.
- 6.6 Where in the 2 weeks beginning with the date on which the period of leave notice was given no agreement is reached but your request has not been refused, you are entitled to take the total amount of leave requested in the notice as a continuous period of leave. You must choose a start date for that leave which is a date more than 8 weeks after the date on which the period of leave notice was given. You must notify Scottish Ballet of that start date within 5 days of the end of the 2 week period beginning with the date on which the period of leave notice was given. If you do not choose a start date, the leave must start on the start date of the first period of leave requested in the period of leave notice.
- 6.7 You may withdraw a notice which requests discontinuous periods of SPL on or before the 15th day after the notice was given unless you have already agreed to periods of leave with Scottish Ballet.

- 6.8 A period of leave notice under this section may not be given before a notice of entitlement and intention to take SPL under Section 3 has been given.
- 6.9 Start and end dates for periods of leave must fall within the period within which SPL may be taken (i.e. the period between the day on which the child is born or placed for adoption, and the day before the child's first birthday or the first anniversary of the date on which the child was placed for adoption).

7 Variation of periods of Leave that are already fixed

- 7.1 You may give a written notice to request a variation of a period of leave. The notice may:
- 7.1.1 vary the start date or the end date of any period of SPL provided that the notice is given not less than 8 weeks before both the date varied and the new date;
 - 7.1.2 request that a single period of SPL become discontinuous periods of leave or vice versa;
 - 7.1.3 vary (including cancel) the amount of leave requested provided that the notice is given not less than 8 weeks before any period of leave varied by the notice is due to commence.
- 7.2 A notice to request a variation of SPL must state the periods of SPL to which you are entitled.
- 7.3 Notifications of variations must also comply with the period of leave notice requirements under Section 4 of this Policy. Notices of variation count towards the maximum of 3 notices which you may submit (see Section 6.2).

8 Requesting further evidence of eligibility

- 8.1 Where you are the mother of the child and you give notice of your entitlement and intention to take SPL, Scottish Ballet may request within 14 days of the date on which that notice was given:
- 8.1.1 a copy of the child's birth certificate; and
 - 8.1.2 the name and business address of the other parent's employer.
- 8.2 Where you are the other parent (and you are the spouse, civil partner or partner of the mother) and you give notice of your entitlement and intention to take SPL, Scottish Ballet may request within 14 days of the date on which that notice was given:
- 8.2.1 a copy of the child's birth certificate; and
 - 8.2.2 the name and business address of the mother's employer.
- 8.3 If you receive a request as described in Sections 8.1 or 8.2 after the child is born, you must then send Scottish Ballet within 14 days of the date on which the Employer's request was made:
- 8.3.1 a copy of the child's birth certificate or, if the birth certificate has yet to be issued, a declaration signed by you which states the date and location of the child's birth and that a birth certificate has not yet been issued; and

- 8.3.2 the name and business address of the employer of the other parent/mother (as applicable), or a declaration that the other parent/mother (as applicable) has no employer.
- 8.4 If you receive a request as described at Sections 8.1.1 and 8.2.1 before the child is born, you must then send Scottish Ballet within 14 days of the date on which the child is born a copy of the child's birth certificate or, if the birth certificate has yet to be issued, a declaration signed by you which states the date and location of the child's birth and that a birth certificate has not yet been issued.
- 8.5 Where you are the adopter and you give notice of your entitlement and intention to take SPL, Scottish Ballet may request within 14 days of the date on which that notice was given:
 - 8.5.1 Evidence, in the form of one or more documents from the adoption agency that matched you with the child, of:
 - 8.5.1.1 the name and address of the adoption agency;
 - 8.5.1.2 the date you were notified of having been matched for adoption;
 - 8.5.1.3 the date on which the adoption agency expects to place the child with you; and
 - 8.5.2 the name and address of the other parent's employer.
- 8.6 Where you are the other parent in respect of a child being placed for adoption and you give notice of your entitlement and intention to take SPL, Scottish Ballet may request within 14 days of the date on which that notice was given:
 - 8.6.1 Evidence, in the form of one or more documents from the adoption agency that matched the adopter with the child, of:
 - 8.6.1.1 the name and address of the adoption agency;
 - 8.6.1.2 the date the adopter was notified of having been matched for adoption;
 - 8.6.1.3 the date on which the adoption agency expects to place the child with the adopter; and
 - 8.6.2 the name and address of the adopter's employer.
- 8.7 If you receive a request as described in Sections 8.4 or 8.5, you must then send Scottish Ballet within 14 days of the date on which the request was made:
 - 8.7.1 the evidence requested, as detailed at Section 8.4.1 or Section 8.5.1 (as applicable) above; and
 - 8.7.2 the name and address of the employer of the other parent/adopter (as applicable), or a declaration that parent/adopter (as applicable) has no employer.

9 Shared Parental Pay

9.1 Entitlement to ShPP

It is your responsibility to check that you are entitled to ShPP. The right to Shared Parental Pay (ShPP) is potentially available to two people:

- 9.1.1 the mother/adopter of the child; and
- 9.1.2 the other parent, who may be the father of the child, or the spouse, civil partner or partner of the child's mother/adopter.
- 9.2 ShPP is payable for up to 37 weeks of SPL. The number of weeks of ShPP available will depend on the number of weeks by which the mother/adopter reduces her statutory maternity/adoption pay period or allowance period.
- 9.3 ShPP payments will be paid at the rate set by the Government for the relevant tax year.
- 9.4 Any payment due will be paid on the normal pay date through payroll. Income tax, national insurance and pension contributions will be deducted as appropriate.
- 9.5 If you are the mother/adopter, in order to qualify for ShPP the following criteria must be satisfied (in addition to meeting the applicable eligibility requirements for SPL as set out at Section 2 above):
 - 9.5.1 you must be/have been entitled to statutory maternity/adoption pay and must have curtailed your maternity/adoption pay period;
 - 9.5.2 it must be your intention to care for the child during each week in which ShPP is paid;
 - 9.5.3 you must be absent from work on SPL in respect of your child during each week in respect of which SHPP is paid to you, except where you are attending work in accordance with Section 15 below;
 - 9.5.4 you must have average weekly earnings of not less than the lower earnings limit for Class 1 national insurance contributions during the period of 8 weeks up to and including the 15th week before the EWC/Matching Date. (Information on the lower earnings limit can be obtained from the websites of HMRC and/or the Department for Business, Innovation and Skills);
 - 9.5.5 you must remain in continuous employment until the first week the ShPP has begun;
 - 9.5.6 you must give proper notification in accordance with Section 10 below;
 - 9.5.7 the other parent must:
 - 9.5.7.1 have the main responsibility for the care of the child (apart from the responsibility of the mother/adopter) at the date of birth or date of placement for adoption; and
 - 9.5.7.2 satisfy the Employment and Earnings test (as set out at Section 2.2.7.1 above).
- 9.6 If you are the other parent, in order to qualify for ShPP the following criteria must be satisfied (in addition to meeting the applicable eligibility requirements for SPL as set out at Section 2 above):

- 9.6.1 the mother/adopter must be entitled to statutory maternity/adoption pay or maternity allowance in respect of the child; and
- 9.6.2 the mother/adopter must have fixed a date on which the maternity pay period will be brought to an early end (from which date she no longer has the right to claim statutory maternity pay), or fixed a date on which the maternity allowance period will be brought to an early end (from which date she will no longer have the right to claim maternity allowance);
- 9.6.3 It must be your intention to care for the child each week in which ShPP is paid;
- 9.6.4 you must be absent from work on SPL in respect of your child during each week in respect of which ShPP is paid to you, except where you are attending work in accordance with Section 15 below;
- 9.6.5 you must give proper notification in accordance with Section 10 below.

10 Notification requirements for shared parental pay

- 10.1 Where you are entitled to receive ShPP you must, not less than 8 weeks before the date on which you wish to receive ShPP, give Scottish Ballet written notice advising of your entitlement to ShPP.
- 10.2 If you are the mother/adopter, the notice of entitlement to ShPP must include the following:
 - 10.2.1 the EWC/ the Matching Date;
 - 10.2.2 the child's date of birth/ the date of the child's placement for adoption;
 - 10.2.3 your name;
 - 10.2.4 the total number of weeks of ShPP available to you;
 - 10.2.5 the number of weeks of ShPP which you and the other parent each intend to claim;
 - 10.2.6 the period or periods during which you intend to claim ShPP;
 - 10.2.7 a declaration signed by you confirming that the information you have given in the notice is correct, that you meet, or will meet, the applicable criteria for ShPP as outlined at Section 9 above, and that you will immediately inform Scottish Ballet should you cease to be eligible for ShPP. The declaration should also specify the date on which your maternity/adoption pay/allowance period began and the number of weeks by which it is, or will be, reduced;
 - 10.2.8 a written declaration signed by the other parent confirming that he/she consents to the mother/adopter's claim for ShPP, that he/she meets or will meet the applicable criteria for ShPP as outlined at Section 9 above and that he/she consents to the processing by Scottish Ballet of the information in the declaration. The declaration should also specify the other parent's name, address and National Insurance number (or confirmation that the other parent has no national insurance number);

- 10.2.9 the name and address of the other parent's employer or, if the other parent is not employed, a written declaration signed by you that the other parent has no employer;
 - 10.2.10 (if you are the mother) a copy of the birth certificate or, if it has not been issued yet, a declaration signed by you stating that it has not been issued, or (if you are the adopter) evidence in the form of one or more documents issued by the adoption agency that matched you with the child, of:
 - a) the name and address of the adoption agency;
 - b) the Matching Date; and
 - c) the date on which the adoption agency was expecting to place the child for adoption with you.
- 10.3 If you are the other parent, the notice of entitlement to ShPP must include the following:
- 10.3.1 the EWC/ the Matching Date;
 - 10.3.2 the child's date of birth/ the date of the child's placement for adoption;
 - 10.3.3 your name;
 - 10.3.4 the total number of weeks of ShPP available to you
 - 10.3.5 the number of weeks of ShPP which you and the mother/adopter each intend to claim;
 - 10.3.6 the period or periods during which you intend to claim ShPP;
 - 10.3.7 a declaration signed by you confirming that the information you have given in the notice is correct, that you meet, or will meet the applicable criteria for ShPP as outlined in Section 9 above, and that you will inform Scottish Ballet should you cease to be eligible for ShPP;
 - 10.3.8 a written declaration signed by the mother/adopter confirming that she/he consents to the other parent's claim for ShPP that she/he meets or will meet the applicable criteria for ShPP as outlined in Section 9 above and that she/he consents to the processing by of the information in the declaration. The declaration should also specify the mother/adopter's name, address and National Insurance number (or confirmation that the mother/adopter has no National Insurance number);
 - 10.3.9 the name and address of the mother/adopter's employer or, if the other parent is not employed, a written declaration signed by you that the mother/adopter has no employer;
 - 10.3.10 (if you are the spouse, civil partner or partner of the mother) a copy of the birth certificate or, if it has not been issued yet, a declaration signed by you stating that it has not been issued, or (if you are the spouse, civil partner or partner of the adopter) evidence in the form of one or more documents issued by the adoption agency that matched the adopter with the child, of:

- a) the name and address of the adoption agency;
- b) the Matching Date; and
- c) the date on which the adoption agency was expecting to place the child for adoption with the adopter.

11 Entitlement of Shared Parental Leave in the event of a death

In the sad event of the death of the mother/adopter, other parent or child, the following provisions will apply:

- 11.1 If the mother/adopter dies before curtailing her/his statutory maternity/adoption leave or her/his statutory maternity/adoption pay/allowance, the other parent will still be able to access SPL in the same way as he/she would have been able to had the mother/adopter curtailed her/his maternity/adoption leave and pay/allowance before her death. The total amount of SPL available will be 52 weeks, less the number of weeks of maternity/adoption leave taken by the mother/adopter prior to her/his death. The total amount of ShPP available will be 39 weeks, less the number of weeks of maternity/adoption pay/allowance taken by the mother/adopter prior to her/his death.
- 11.2 If Section 11.1 applies, the requirement for the other parent to give 8 weeks' notice of entitlement to SPL and ShPP and 8 weeks' notice to book leave as set out at Sections 4.3 and 10.2.10 above does not apply. Instead, the relevant notice should be given as soon as is reasonably practicable after the death of the mother/adopter and before the start date of the SPL. If the employee does not take all the leave in a single continuous block, subsequent notices to take SPL remain subject to notification requirements in Section 3 above.
- 11.3 If the other parent dies before the mother/adopter has curtailed her/his statutory maternity/adoption leave and pay/allowance, the mother/adopter remains on maternity/adoption leave and pay/allowance. The mother/adopter cannot opt into SPL after the death of the other parent.
- 11.4 If the child dies before the mother/adopter curtails her statutory maternity leave and pay/allowance, neither the mother/adopter nor father/partner can opt in to SPL. They will remain potentially eligible for maternity/adoption/paternity leave and pay.
- 11.5 If the mother/adopter dies after curtailing her/his statutory maternity/adoption leave and pay/allowance, the SPL and ShPP defaults to the other parent if he/she would have been entitled to this SPL and ShPP had the mother/adopter not died. If the other parent had no entitlement to SPL or ShPP before the mother/adopter's death, no entitlement is created for the other parent by the fact of the mother/adopter's death.
- 11.6 If the other parent dies after the mother/adopter has curtailed her/his statutory maternity/ adoption leave and pay/allowance but, at the time of the other parent's death, the mother/ adopter has not returned to work and the curtailment date has not passed, the mother/adopter may revoke the curtailment notice and revert to maternity/adoption leave. Alternatively, the mother/adopter can choose to remain opted in to SPL and ShPP if she/he wishes, and any untaken SPL and ShPP that was available to the couple will default to him/her.

12 Terms and conditions during shared parental leave

- 12.1 During SPL you will continue to receive all of your contractual benefits as set out in your contract of employment (with the exception of any sums payable by way of wages or salary).
- 12.2 In particular:
- 12.3 holiday entitlement under your contract will accrue (see Section 13 below); and
- 12.4 pension benefits will continue as set out in Section 14 below.

During SPL you will be expected to continue to comply with the terms of your contract of employment, including your duties as to confidentiality and the duty of fidelity.

13 Annual Leave

- 13.1 You will continue to accrue annual leave during SPL.
- 13.2 Other than in exceptional circumstances, you must take all of your annual leave entitlement during the holiday year in which that entitlement has been accrued and you will not normally be permitted to carry over annual leave from one holiday year to the next. If the holiday year is due to end during your SPL, you should ensure that you have taken your full year's annual leave entitlement before starting your SPL.

14 Pensions

- 14.1 During periods of SPL for which you receive ShPP, Scottish Ballet will continue to make any Employer contributions to the pension scheme that it usually makes, based on what your earnings would have been if you had not been on SPL. Any member contributions you make will be calculated by reference to the amount of actual pay you are receiving and you may wish to increase these contributions to make good any shortfall whilst you are in receipt of less than your usual salary.
- 14.2 Unless the pension scheme rules or your employment contract provide otherwise, any period of unpaid SPL, which follows a period of SPL for which you receive ShPP, will not count as pensionable service and Scottish Ballet will not make contributions during this time. Subject to the pension scheme rules, you may make member contributions during this time.]

15 Contact during shared parental leave

Scottish Ballet reserves the right to maintain reasonable contact with you from time to time during your SPL. This may be to discuss your plans to return to work, to ensure you are aware of any possible promotion opportunities, to discuss any special arrangements to be made or training to be given to ease your return to work or simply to update you on developments at work during their absence.

16 Shared parental leave in touch days

- 16.1 You may work up to 20 days during SPL without that bringing to and end your SPL or any entitlement to ShPP. These are known as 'SPLIT' days. For these purposes 'work' on a SPLIT day may include training or any other activity undertaken to assist you in keeping in touch with the workplace. Contact to discuss your return to work or any

other reasonable contact from time to time between you and Scottish Ballet does not constitute 'work' for these purposes.

- 16.2 Scottish Ballet has no right to insist on an employee working any SPLIT days, and you have no right to insist on working any SPLIT days. Any work undertaken is a matter of mutual agreement between you and the Scottish Ballet.

The pay arrangements for SPLIT days will be agreed between you and Scottish Ballet..] Working a SPLIT day does not have the effect of extending the total duration of a period of SPL allowed; effectively it is treated as a day of SPL from the point of view of using up the overall leave allowance.

- 16.3 You may, with the agreement of Scottish Ballet, use SPLIT days to work part of the week during SPL. You and Scottish Ballet may agree to use SPLIT days to effect a gradual return to work towards the end of a long period of SPL or to trial a possible flexible working pattern.

17 Returning to work after Shared Parental Leave

- 17.1 You will be formally advised in writing by Scottish Ballet of the end date of any period of SPL. You are expected to return on the next working day after this date, unless you notify Scottish Ballet otherwise in accordance with this Policy. If you are unable to attend work due to sickness or injury, the Company's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.
- 17.2 If you wish to return to work earlier than the expected return date, you may provide a written notice to vary the leave and must give Scottish Ballet at least 8 weeks' notice of your date of return. This will count as one of your 3 notifications in terms of Section 6.2 above. If you have already used your 3 notifications to book and/or vary leave then Scottish Ballet does not have to accept the notice to return early but may do so at its sole discretion.
- 17.3 On returning to work after SPL, you are entitled to return to the same job if the total number of weeks of statutory maternity/paternity/adoption leave and SPL taken in aggregate amounts to 26 weeks or less. The same job is the one which you occupied immediately before commencing maternity / paternity / adoption leave and the most recent period of SPL, on the same terms and conditions of employment as if you had not been absent.
- 17.4 If the number of weeks of maternity/paternity/adoption leave and SPL taken in aggregate amounts to 26 weeks or more, you are entitled to return to the job you held before commencing the last period of leave or, if it is not reasonably practicable for Scottish Ballet to permit you to return to that job, to another job which is both suitable and appropriate and on terms and conditions no less favourable.
- 17.5 If you also take a period of unpaid parental leave of 4 weeks or less, this will have no effect on your right to return and you will still be entitled to return to the same job as you occupied before taking the last period of leave if the total number of weeks of maternity/paternity/adoption leave and SPL taken in aggregate does not exceed 26 weeks.

- 17.6 If you take a period of more than 4 weeks of unpaid parental leave, even if the total number of weeks of maternity/paternity/adoption leave and SPL taken in aggregate do not exceed 26 weeks, you will be entitled to return to the same job you held before commencing the last period of leave or, if it is not reasonably practicable for Scottish Ballet to permit you to return to that job, to another job which is suitable and appropriate and on terms and conditions no less favourable.

18 Deciding not to return to work

Employees are encouraged to notify Scottish Ballet as soon as possible if they have decided not to return to work following SPL. If you decide not to return, you should give notice of resignation to Scottish Ballet in accordance with your contract of employment. When you give notice to the Employer you should ensure that you have sufficient SPL left to run (i.e. at least equal to your contractual notice period) otherwise you might be required to return to work for the remainder of the notice period.

19 Breaches of this policy

Employees are only permitted to take SPL to care for a child. If you take, or attempt to take, a period of SPL for any other purpose, or you claim SPL or ShPP dishonestly or mislead Scottish Ballet about SPL taken with another or previous employer, this will be treated as a misconduct issue under the Company's disciplinary and dismissal policy. Misconduct of this nature may amount to gross misconduct justifying dismissal with or without notice.

14.6 PARENTAL LEAVE POLICY

Introduction

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

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

Entitlement to parental leave

To be eligible for parental leave, an employee must:

- (a) Have at least one year's continuous employment with Scottish Ballet;
- (b) Have or expect to have responsibility for a child; and
- (c) Be taking the leave to spend time with or otherwise care for the child.

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

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

An employee must tell Administration & Operations of any parental leave they have taken while working for another employer as this counts towards the 18-week entitlement.

Taking parental leave

Leave must be taken in a minimum of 1 week blocks (except for where a child is disabled, then leave may be taken as single days or multiples of 1 day) and is limited to a maximum of 4 weeks in any year for each child. Parental leave can be taken up to the child's 18th birthday.

Notification requirements

At least 21 days' notice must be provided to the line manager. It would be helpful if this notice is in writing. The notification should include the start and end dates of the requested period of leave.

If an employee wishes to start parental leave immediately on the birth of a child, they must give notice at least 21 days before the expected week of childbirth. If an employee wishes to start parental leave immediately on having a child placed with them for adoption, the employee should give notice at least 21 days before the expected week of placement, or if this is not possible, give as much notice as possible.

Evidence of entitlement

Scottish Ballet may ask to see evidence of:

- (a) The employee's responsibility or expected responsibility for the child such as birth certificate, adoption or matching certificate, parental responsibility agreement or court order;
- (b) The child's date of birth or date of adoption placement.

The right to postpone parental leave

Although Scottish Ballet will try to accommodate an employee's request for parental leave, it may postpone the employee's requested leave where it would unduly disrupt Scottish Ballet's business (for example, if it would leave Scottish Ballet short-staffed or unable to complete work on time).

Scottish Ballet will discuss alternative dates with the employee, and notify the employee in writing of the reason for postponement and the new start and end dates, within seven days of receiving the employee's request for parental leave.

Scottish Ballet cannot postpone parental leave if the employee has requested it to start immediately on the birth or adoption of a child.

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

Terms and conditions during parental leave

Parental leave is unpaid. Employees will not be entitled to employer pension contributions in respect of the period of leave.

An employee's employment contract will remain in force, and holiday entitlement will continue to accrue. An employee will remain bound by their duties of good faith and confidentiality, and any contractual restrictions on accepting gifts and benefits, or working for

another business.

14.7 TIME OFF FOR ANTENATAL APPOINTMENTS POLICY

Introduction

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

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

Time off for pregnant employees

If an employee is pregnant she may take reasonable paid time off for antenatal appointments during working hours.

Employees should try to give their line manager as much notice as possible of the appointment, and where possible, the employee should ensure that antenatal appointments are scheduled outwith working hours, failing which as close to the beginning or end of the working day as possible.

Scottish Ballet may ask the employee to provide the following, unless it is the first appointment:

- (a) A certificate from the doctor, midwife or health visitor stating that the employee is pregnant; and
- (b) An appointment card or some other document showing that the appointment has been made.

Time off for accompanying a pregnant employee: eligibility

An employee may take unpaid time off to accompany a pregnant woman to an antenatal appointment if they have a 'qualifying relationship' with the woman or the child. This means that either:

- (a) The employee is the baby's father;
- (b) The employee is the pregnant woman's spouse, civil partner or is living with her in an enduring family relationship and she is not the employee's sister, mother, grandmother, aunt or niece; or
- (c) The employee is one of the intended parents in a surrogacy arrangement and expects to obtain a parental order in respect of the child.

Time off for accompanying a pregnant employee: how to book time off

Employees should give Scottish Ballet as much notice of the appointment as possible. The employee must provide Administration & Operations with a signed statement providing the date and time of the appointment and confirming:

- (a) That they meet one of the eligibility criteria above;

- (b) That the purpose of the time off is to accompany the pregnant woman to an antenatal appointment; and
- (c) That the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.

Time off for accompanying a pregnant employee: amount of time off

An employee who qualifies for the right to accompany is only entitled to exercise that right on a maximum of two occasions in relation to any particular pregnancy.

On each occasion, the maximum time off during working hours to which the employee is entitled is six and a half hours, including travel and waiting time.

Time off to attend these appointments is unpaid.

If an employee wishes to take time off to attend further antenatal appointments they should request annual leave.

14.8 TIME OFF FOR DEPENDANTS POLICY

Introduction

The law recognises that there may be occasions when an employee will need to take time off work to deal with unexpected events involving a dependant. This time off for dependants' policy gives all employees the right to take a reasonable amount of unpaid time off work to deal with certain situations affecting their dependants.

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

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

Reasonable unpaid time off

An employee has the right to take a reasonable amount of unpaid time off work when it is necessary to:

- (a) Provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
- (b) Make longer-term care arrangements for a dependant who is ill or injured;
- (c) Take action required in consequence of the death of a dependant;
- (d) Deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill); and/or
- (e) Deal with an unexpected incident involving the employee's child while a school or another educational establishment is responsible for them.

A dependant for the purposes of this policy is:

- (a) An employee's spouse, civil partner, parent or child;

- (b) A person who lives in the same household as the employee, but who is not their tenant, lodger, boarder or employee; or
- (c) Anyone else who reasonably relies on the employee to provide assistance, make arrangements or take action of the kind referred above.

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

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

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

If an employee is unable to attend work due to unforeseen family circumstances, such as the death of a dependant, breakdown of childcare arrangements or illness of a dependant, the employee may be entitled to reasonable time off work, at the discretion of Scottish Ballet.

Exercising the right to time off

An employee will only be entitled to time off under this policy if, as soon as is reasonably practicable, they tell their line manager:

- (a) The reason for the absence; and
- (b) How long they expect to be away from work.

If an employee fails to notify their line manager as set out above, they may be subject to disciplinary proceedings under Scottish Ballet's Disciplinary Policy for taking unauthorised time off.

Scottish Ballet may in some cases ask an employee to provide evidence for their reasons for taking the time off, either in advance or on their return to work. Suspected abuse of this policy will be dealt with as a disciplinary issue under Scottish Ballet's Disciplinary Policy.

14.9 FLEXIBLE WORKING POLICY

Application and Scope

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

Policy Statement

This policy is non-contractual and Scottish Ballet reserves the right to alter or amend it at any

time.

Introduction

This document sets out Scottish Ballet's policy on handling requests by employees for a variation to their terms and conditions of employment, in order to provide the individual with a more flexible working pattern.

The kinds of changes covered by the right to request flexible working are; changes to the hours you are required to work, the times you are required to work and where you are required to work (i.e. as between your home and Scottish Ballet's place of business).

Eligibility Conditions

All employees are entitled to make an application for a contract variation to enable them to work flexibly, provided they have been continuously employed for a period of not less than 26 weeks, and the employee has not made another application to work flexibly under the Policy during the previous 12 months.

The Employee is eligible to apply for flexible working under this Policy if they meet the above criteria and they:

- Are not an agency worker (agency workers normally do not have the right to make an application for a contract variation to enable them to care for a child or an adult); or
- Are an agency worker and they are returning to work from a period of parental leave.

The Application

In order to request flexible working you must make an application to the Head of Administration & Operations, which must be in writing, dated and contain the following details:

- That it is a statutory request and an application for a change to your terms and staff conditions of employment;
- The flexible working change you would like and the date on which it is proposed the change should become effective;
- The effect, if any, you think the change will have on your work and how, in your opinion, any such effect may be dealt with; and
- Whether you have made a previous application and, if so, when.

You can make only one application for flexible working in any 12 month period.

Each application will be considered by the Chief Executive/Artistic Director on its own merits.

Meeting

Where necessary, Scottish Ballet may choose to hold a meeting with you at a mutually convenient time to discuss your request for a contract variation. If on receiving your application, Scottish Ballet agrees to your application without needing to discuss it with you, you will be notified in writing and informed of the contract variation agreed to, and the date

from which the variation is to take effect.

Where a meeting is held to discuss your application, Scottish Ballet will consider your application carefully, and give you notice of the decision as soon as possible after the meeting. This notice will be in writing and will be dated.

If the decision is to agree to your application, the notice will inform you of the flexible working pattern agreed to, the consequent contract variation and state the date on which the variation is to take effect.

If the decision is to refuse your application, the notice will state the grounds (these are set out below), a sufficient explanation as to why those grounds apply and the appeal procedure.

The permitted grounds for refusal are, as follows:

- The burden of additional costs;
- An inability to reorganise work amongst existing staff;
- An inability to recruit additional staff;
- A detrimental impact on quality;
- A detrimental impact on performance;
- A detrimental effect on the ability to meet customer demand;
- Insufficient work for the periods the employee proposes to work; and
- A planned structural change to the business.

Appeal

If your application is refused, you will be entitled to appeal against the decision. To appeal, you should give written notice, which should be dated and clearly states the grounds of the appeal, to the Head of Administration & Operations.

Scottish Ballet will hold a meeting with you as soon as possible after receiving your grounds of appeal, to discuss your appeal. Alternatively, if Scottish Ballet upholds your appeal without needing to hold a meeting, you will be notified in writing and informed of the contract variation agreed to, and the date from which the variation is to take effect.

Where a meeting is held to discuss your appeal, Scottish Ballet will give you notice of the decision as soon as possible after the meeting. This notice will be in writing and will be dated.

If your appeal is dismissed, the notice will state the grounds for the Chief Executive/Artistic Director's decision and sufficient explanation as to why those grounds apply.

Time Limits

All requests, including any appeals, will be considered and decided on within a period of three months from the date of Scottish Ballet receiving your application.

This time limit may be extended by agreement between you and Scottish Ballet. In these circumstances, the Scottish Ballet will keep a written record of the agreement, which specifies the period to which the extension relates and the date on which the extension is to end. This record will be dated and a copy will be sent to you.

Right To Be Accompanied

Where a meeting is held under this Policy, you have the right to be accompanied at the meeting by a single companion.

Your chosen companion must be a worker employed by Scottish Ballet. This person will be permitted to address the meeting and confer with you, but not answer questions on your behalf.

If your chosen companion is not available at the time proposed for the meeting by Scottish Ballet, you may propose an alternative time, in which case the meeting will be postponed to the time you propose, provided your proposed date is convenient to Scottish Ballet you and your companion.

Your chosen companion will be allowed to take time off during working hours for the purpose of accompanying you.

Withdrawal of An Application

Scottish Ballet will treat your application as withdrawn where you have:

- Notified Scottish Ballet orally or in writing that you are withdrawing the application
- Without reasonable cause failed to attend a meeting under this Policy more than once, or
- Without reasonable cause refused to provide Scottish Ballet with information required in order to assess whether the contract variation should be agreed.

Scottish Ballet will confirm the withdrawal of your application in writing, unless you have provided Scottish Ballet with written notice of the withdrawal under this policy.

APPENDIX 15: DISCLOSURE POLICY

Application and Scope

This policy applies to all employees and Board members, whose responsibility it is to recognise situations in which he or she has a conflict of interest, or might reasonably be seen by others to have a conflict, and to disclose that conflict to the appropriate person and to take such further steps as may be appropriate.

Policy Statement

This policy is non-contractual and Scottish Ballet may alter or withdraw it any time. This Policy is subject to annual review by the Finance & Operations Committee at their first quarterly meeting.

Purpose

Employees and members of the Board of Scottish Ballet must act at all times in the best interests of the Company. The purpose of this Policy is to inform what constitutes as a conflict of interest, how to identify and disclose actual, potential and alleged conflicts, and to help ensure the avoidance of a conflict of interest where necessary. Employees and Board members are required to recognise and disclose interests which might give rise to conflict, in order to ensure that they are avoided or appropriately managed. If not managed, conflicts of interest may jeopardise Scottish Ballet's public standing and cause serious damage to relationships with its key funders, donors and sponsors.

Recognising Conflicts of Interest

A conflict of interests arises where the role and responsibilities of employees and Board members are likely to be compromised or may appear to be compromised. Situations can arise in which the appearance of a conflict of interest applies to the perception, rather than the actual existence of a conflict and, therefore, it is important for employees and Board members to evaluate a potential conflict on how it might be perceived by others.

Employees and Board members require to disclose the following information, in order that any actual, potential and alleged conflict of interests can be appropriately managed:

- List of other appointments/Directorships (including – but not limited to – Ballet/Dance Companies, Artistic and Funding bodies)
- Interests in any business or activity that Scottish Ballet is likely to deal with
- Interests of near relations in any business or activity that Scottish Ballet is likely to deal with (spouse, partners, children – under 18)
- A financial conflict

A financial conflict of interest, for the purposes of this Policy, is one where there is or appears to be an opportunity for personal financial gain or financial gain to near relations, where it would be reasonable for another party to take the view that the financial benefits may be an incentive to affect the individual's actions. A financial interest means anything of monetary value, including (but not limited to) payment for services, equity interests (e.g.. stocks) or intellectual property rights (patents, copyright and royalties from such rights).

Procedure

Employees – Employees should report conflicts of interests to the Chief Executive/Artistic Director as soon as they arise. Many situations will require nothing more than a declaration and a brief written record of same, which will be held on the relevant staff member's HR file by the Head of Administration & Operations.

However, some instances will require to be actively managed by the Chief Executive/Artistic Director. The conflict of interest and the approach adopted should, once again, be held on file by the Head of Administration & Operations, with one or both of the following strategies utilised to manage the conflict of interest:

- Not taking part in *discussions* around certain matters arising at/from meetings he/she might attend
- Not taking part in *decisions* in relation to certain matters arising at/from meetings he/she might attend

It is the responsibility of the employee to comply with the approach adopted by the Chief Executive/Artistic Director, as their decision is final.

Board Members - Board members should report conflicts of interests to the Chair of the Board of Scottish Ballet as soon as they arise. Many situations will require nothing more than a declaration and a brief written record of same, which will be held on file by the Company Secretary.

However, some instances will require to be actively managed. The conflict of interest and the approach adopted should, once again, be held on file by the Company Secretary, with one or both of the following strategies utilised to manage the conflict of interest:

- Not taking part in discussions of certain matters arising at/from Board meetings or at/from Committee meetings on which he or she might sit
- Not taking part in decisions in relation to certain matters arising at/from Board meetings or at Committee meetings on which he or she might sit

It is the responsibility of the Board member to comply with the approach adopted by the Chair of Scottish Ballet, as their decision is final.

Annual Declaration of Interest: Prior to the Annual General Meeting (AGM), all Board members will be asked to fill in a 'Declarations of Interest' form. All declarations will be collated by the Company Secretary and forwarded to Board members for ease of reference. A copy of the declarations will also be forwarded to the Company's Auditors as part of the audit process.

Committee Meetings: All Committees will have a standing item on their agenda around conflict of interests. Any conflicts of interest recorded at Board or Committee meetings will be included in the minutes by the Company Secretary.

Non-Compliance with Disclosure of Conflicts

Concerns in relation to a wilful failure to disclose a recognised conflict of interest should be made known, as soon as possible, to the Chief Executive/Artistic Director (for employees) or the Chair of Scottish Ballet (for Board members). However, if the matter involves the Chief Executive/Artistic Director or the Chair, the concern should be disclosed to the Executive Director (for employees) or the Vice Chair (for Board members).

In confirmed cases of a deliberate failure to disclose a known conflict, it will be for the Chief Executive/Artistic Director (or Executive Director) for employees, or the Chair (or the Vice Chair) for Board members, to determine an appropriate course of action and their decision will be final.

APPENDIX 16: TRAINING & DEVELOPMENT POLICY

Application and Scope

This policy applies to all employees of Scottish Ballet.

Policy Statement

This policy is non-contractual and Scottish Ballet may alter or withdraw it at any time. This policy is subject to annual review by the Finance & Operations Committee at their first quarterly meeting, for recommendation to the Scottish Ballet Board for approval.

Purpose

Scottish Ballet is committed to training and development for all employees; in order to facilitate personal and/or professional development to:

1. ensure staff and/or departments have the requisite skill spread required to meet the strategic aims of the Company
2. enable individuals to develop to their full potential and to remain motivated within the workplace
3. to provide opportunities, where appropriate, to reward staff for high achievement

Training and development includes any activity which contributes to the enhancement of an individual's knowledge, skills, competence, working practices, commitment and motivation.

Identifying Training Needs

There will be equality of access to training and development opportunities for all employees. A range of methods will be used to meet development needs, which may include (but is not limited to) formal training courses, seminars, e-learning presentations, conferences, secondments, training for professional qualifications, on the job training, coaching and mentoring, background reading and distance learning.

For employees, an ongoing assessment of the skills in relation to their job description will be carried out routinely during their employment, with a formal review taking place at the annual appraisal. An initial assessment will also be carried out as part of the induction process, at which time ways of meeting any essential needs will be discussed and an appropriate timescale set out to address them. Training will most generally be scheduled after satisfactory completion of the relevant probationary period.

In instances of disciplinary or underperformance, support and training will be arranged by Scottish Ballet as identified during the formal process.

Expenses

Short-term: Expenses incurred in relation to attendance at short term training courses, conferences, seminars etc, during normal working hours will be dealt with under the Company's Personal Expenses Policy.

Long-term: Scottish Ballet will consider requests from employees for financial support in respect of training and development opportunities in excess of one week. On approval of all such requests, a formal Repayment Agreement will be drawn up to include reimbursement details should he/she leave the employment of Scottish Ballet within two years of completion of the training, or abandon the training without good reason.

Responsibilities

The Chief Executive/Artistic Director and Executive Director are responsible for:

- Approving training and development requests where the cost is in excess of £1,500.
- Approving requests for long-term professional training and development.
- Approving, or otherwise, the Company's contribution towards an individual's professional qualification and authorisation of the Repayment Agreement as appropriate.
- In the event of examination failure, to consider the individual's circumstances and approve, or otherwise, any further contribution the Company might reasonably make towards a re-sit (an updated Repayment Agreement will also require to be authorised in such instances).

Administration & Operations is responsible for:

- Overseeing this policy, and for managing the training and development budget. He/she will work with Line Managers to ensure cost-effective planning of training and development requests, and that grants, bursaries and discounts for charities are sought where appropriate.
- Ensuring that new employees are provided with appropriate induction training.
- Escalating requests to the Chief Executive/Artistic Director or Executive Director, as required.
- Preparing Repayment Agreements as required by the Chief Executive/Artistic Director or Executive Director.
- Recording feedback on the evaluation of training and development courses, conferences, seminars etc, for future reference in relation to budget management and level of quality delivered.
- In instances of disciplinary or underperformance, ensuring that appropriate training and development is arranged as identified during the process.
- Obtaining feedback from course organisers, colleges/universities etc, on the progress of an employee, as required.
- Liaising with Line Managers around training requirements for individuals following extended periods of leave, including (but not limited to), sickness absence and maternity leave.

Line Managers are responsible for:

- Identifying essential training and development for those they manage, and prioritising appropriately.
- Submitting researched training requests to Administration & Operations to ensure best quality and value for money.
- Ensuring that all individuals for whom they have line management responsibility receive regular feedback on their performance and that the appraisal process is completed to deadline, with clear training and development objectives.
- Ensuring that those they manage who are undertaking training understand the expected outcomes, and are regularly monitored and supported to ensure they are proceeding well with their training/studies.

- Supporting Administration & Operations in overseeing this policy.

Employees are responsible for:

- Taking responsibility for identifying their training and development needs, and discussing with their Line Manager as required.
- Participating in the annual Appraisal process.
- Ensuring their attendance at training and development courses and professional examinations, and for the coordination of their annual leave to avoid conflict with such commitments.

APPENDIX 17: ENVIRONMENTAL SUSTAINABILITY POLICY

Application and Scope

This policy applies to all employees, agency workers, chaperones, trustees, volunteers, freelance practitioners and trainees.

Policy Statement

This policy is non-contractual and Scottish Ballet may alter or withdraw it at any time. This policy is subject to annual review by the Finance & Operations Committee at their first quarterly meeting, for recommendation to the full Scottish Ballet Board for approval.

Purpose

Scottish Ballet is committed to continually improve the integration of sustainability into its working practices, in order to reduce the environmental impact of all activities and operations, at base and on tour, through compliance with relevant environmental legislation and best practice. The Company endeavours to ensure that all those to whom this policy applies are aware of the Company's commitment, and provide their full support in its implementation and development.

Objectives

- To minimise the impact on sustainability of all building and touring activities
- To integrate sustainability considerations into our business strategy
- To review this policy annually and continually strive to improve our sustainability performance

Controls

Energy

- Lights are to be switched off when areas/rooms are unoccupied or when artificial light is not required
- Outside lights to be set to timer around building activity and seasonal requirements
- Heating to be temperature controlled/switched off around building activity and seasonal requirements
- Heating in areas not commonly used, corridors, storerooms etc, to be switched off or set to a lower temperature as required
- Windows and doors to be closed when heating systems and air conditioning units are in use
- Air conditioning units to be used only when absolutely necessary and switched off immediately after use
- Radiators are not to be blocked to allow heat to circulate
- All PCs, laptops, monitors, printers and photocopies are to be switched off when not in use, and certainly at the end of the day – this will also avoid excessive heat build up
- Spray taps and thermostatic mixing taps are specified in all wash hand basins throughout the building, and it is requested that taps are turned off immediately after use and dripping taps reported to the House Services Officer (Day) for repair

- The Company has specified low flush cisterns throughout the building and it is requested that any issues with the cisterns be reported to the House Services Officer (Day) for repair
- The wardrobe department is requested to wash costumes and fabrics at the lowest possible machine setting

Paper/Photocopying/Printing

It is requested that:

- making hard copies of documents is avoided, unless absolutely necessary
- Documents are carefully proofread on screen if a printout is required, to avoid unnecessary re-printing
- Photocopying and printing is done to double-sided if hard copies are required

Procurement

- The Company is committed to the purchase of recycled/eco-friendly paper, envelopes and other stationery, as well as toner and printer cartridges where possible

Recycling

- Recycling bins for paper, card, glass and plastic bottles are clearly marked and located in numerous areas throughout the building. Any paper waste is recycled through Glasgow City Council recycling service and plastic and glass waste is recycled at centralised points by the House Services Officer (Day)
- Timeworn IT equipment is stripped and recycled where appropriate
- Photocopier and printer cartridges are routinely recycled
- The Production side of the business is also focussed on recycling and reuse. Costume that is no longer of usable value to Scottish Ballet is sold off, both to professional organisations and to the general public or is otherwise recycled. Set and props for repertoire that will no longer be performed is also given further life in this way, and that which cannot be sold is responsibly treated. To dispose of set, the wood is stripped of fixings and sent for recycling, and the metal separately treated for scrap

Travel

It is requested that:

- where practical, walk, cycle or use public transport to attend meetings/events
- where public transport is impractical, Company vehicles should be used, particularly where there are two or more individuals travelling
- when using the Company vehicles, please note that idling is not permitted, and the start/stop and eco driving modes should be used at all times
- when Company vehicles are not available, car share should be considered particularly where there are two or more individuals travelling
- travelling to meetings should be avoided where alternatives, such as telephone/video conference, facetime, skype, are practical and will not sacrifice the relationship with the contact
- for longer trips, travel by train or coach should be selected in preference to plane, including tours where this is practical

Waste

- Refuse data is collected weekly, which provides an accessible and effective way of monitoring the Company's waste volume and associated costs, as well as identifying and addressing any fluctuations of same as required.

APPENDIX 18: COMPLIMENTARY / DISCOUNT TICKET POLICY

Complimentary and discount/ rush tickets will be offered on the following basis:

Complimentary Tickets (permanent employees)

Two (2) complimentary tickets to each tour at Theatre Royal Glasgow (subject to availability & excluding Premium reserves)

Rush Tickets

‘Rush’ tickets will be made available from time to time – either complimentary or at a discounted rate. Staff will be advised by email in advance of tickets being made available.

Discounted Tickets

Applicable for permanent and casual employees, and members of Scottish Ballet orchestra.

Up to ten (10) additional tickets for any tour can be purchased at the discounted Company rate of £5 off (excluding Premium reserves).

NB: This policy is valid from 1 January 2018.

APPENDIX 19: TERROR THREAT POLICY

Application and Scope

The key purpose of this Policy is to provide clear guidance on the actions which require to be taken in the event of a terror threat, and to outline the relevant areas of responsibility. We ask that all those using the building ensure they are familiar with the Company's action plan and procedures, and are aware of their responsibilities.

Introduction

The vast majority of threats are hoaxes, designed to cause alarm and disruption. Hoax threats are made in a bid to intimidate the public, businesses and communities, in order to draw attention to a particular cause and to mislead police. However, there are the rare instances of valid terror threats.

Methods of Terror Threats

A terror threat may be communicated in a number of different ways. The threat is likely to be made by telephone (possibly in the form of a recorded message), communicated in written form, delivered in person and, more increasingly, sent by email or via social media platforms. A threat may also be communicated via an innocent third-party, namely a person or organisation unrelated to the intended victim(s), who has been identified only to pass on the message.

Therefore, anyone within Scottish Ballet with access to a direct telephone line, Company mobile phone, computer or laptop, receiving external mail etc., could conceivably receive a terror threat and such individuals should, therefore, understand the actions required of them as the potential first response to a threat message.

RECEIVING THREATS - ACTION PLAN

If the threat is delivered by phone or recorded message:

- 1) Listen to the caller or recorded message carefully.
- 2) **Keep the line open, even if the caller hangs up or the recorded message ends.**
- 3) Remain calm.
- 4) If displayed on your phone screen, take down the number of the call and the time you received it.
- 5) While on the call, immediately alert a colleague to the threat, but in such a way as not to cause alarm to the caller or anyone within the building. On your behalf, the colleague will move to **Terror Alert Mode (see below)**.
- 6) If it is a bomb threat, try to quickly glean as much information as you can, writing this down clearly so other individuals are able to decipher your notes while you remain on the call. Priority information would be -
 - When will the device go off?
 - Where is the device? – This information is essential for evacuation purposes.
 - What does it look like?
 - What kind of device is it?
 - What will cause it to explode?

- When did you put it there?
 - Who are you?
 - Why are you doing this?
 - How can we contact you?
- 7) Do not transfer the threat call, unless the caller specifically asks you to do so.
- 8) Try to also pay close attention to the following specific information, which will provide valuable information to the Police:
- **Words used by the caller or in the recorded message, as this may include code words.**
 - **Background noise, such as street noise, traffic, other voices, children, music, PA system, office noise, static, machinery etc.**
 - **Any specific information about the caller, such as male or female, an accent, were they calm, well spoken, angry, laughing, crying, incoherent, slurred, agitated, intoxicated, swearing etc.**

If the threat is received by way of text message:

- 1) Under no circumstances reply to the message, forward or delete it, as this will be used as evidence in Police enquiries.
- 2) Immediately move to **Terror Alert Mode** (see below).

If the threat is delivered face-to-face (this is likely to happen only within the Reception area):

- 1) Under no circumstances challenge the threat-maker. **Remember**, the threat-maker may be an innocent third-party, who has been identified only to pass on the message.
- 2) Try to stay calm.
- 3) At the Reception Desk, activate the panic button to alert colleagues to the threat situation, who will ensure that we immediately move to **Terror Alert Mode**. In other areas, alert a colleague who will ensure that we immediately move to **Terror Alert Mode** (see below).
- 4) Try to glean as much information as possible, following the same protocol as if the threat was made by telephone.
- 5) Try to remember as many distinguishing characteristics of the threat-maker as possible (hair/eye colour, unique scars or tattoos, height, build, age etc.).

If discovered in a written note or letter:

- 1) Put the item down gently - **on no account place anything on top of it.**
- 2) Move to **Terror Alert Mode** (see below).
- 3) Evacuate and isolate the immediate area.
- 4) The person handling the package should be readily available for interview by Police.

If discovered as graffiti:

- 1) Isolate the area concerned to prevent anyone tampering with the graffiti, as this will be used as evidence in Police enquiries.
- 2) Move to **Terror Threat Mode** (see below).

If the threat is received via email or social media application:

- 1) Under no circumstances reply to the message, forward or delete it, as this will be used as evidence in Police enquiries.
- 2) Note the sender's email address or username/user ID for social media applications.
- 3) Immediately move to **Terror Alert Mode (see below)**.

TERROR ALERT MODE

- Immediately inform the first available qualified Fire Warden and the first available member of Executive Management (the Chief Executive/Artistic Director, Executive Director, Technical Director, Finance Director and Education Director).
- A member of the Executive Management or appropriately nominated person will immediately report the threat to the Police '999' – this should be done via mobile phone so as not to delay their evacuation from the building if this is deemed necessary.
- The Duty Fire Warden will inform the Duty Fire Warden/General Manager at Tramway of the threat.
- If there is any doubt whatsoever as to the credibility of the threat, Scottish Ballet will not delay necessary action awaiting the arrival of the Police. The Company will move to Internal or External evacuation, depending on the type of threat, and Tramway will do the same.
- However, if the threat is deemed by the Police to be implausible and a deliberate hoax, the Duty Fire Warden and Duty Fire Marshals will perform an immediate check of the building to identify anything out of place. In the absence of any suspicious findings, Scottish Ballet will take the advice of the Police on whether or not to evacuate.

Media and Communications

It is Scottish Ballet's Policy not to reveal details about specific terror threat incidents to the media or through social media, without prior consultation with the Police. Such detail includes, but is not limited to, information about the threat, the decision making process relating to evacuation (internal or external) or why a decision not to evacuate was taken. Failure to comply with this requirement may lead to disciplinary action.

Releasing details of the circumstances of the threat incident may:

- be an objective of the hoaxer and provide them with a perceived credibility
- cause unnecessary alarm to others
- be used by those planning to target other venues
- elicit copycat incidents
- adversely affect the subsequent Police investigation