Employee Handbook

- Employee Handbook
- Dentist and Doctors Appointments

Employee Handbook

EMPLOYEE HANDBOOK

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SECTION 1: Overview

Your Staff Handbook

You can use this Handbook to find out about the practices, policies and procedures that apply to you when you work for our Company.

It has been prepared for your information and outlines various practices, policies and procedures that affect all staff — we believe they are fair and are necessary for our organisation to run efficiently.

The definitive version of this Handbook is kept on each site. This means that if you are not sure whether the copy of the Handbook you have is up-to-date, you should check with your Manager.

What is in the Handbook?

The Handbook is divided into five Sections (including this Overview, **Section 1**). The Sections are:

Section 2 contains background information about **the Company**

Section 3 explains a number of our working practices and rules.

Section 4 sets out our procedures and policies about dealing with Grievance, Disciplinary, Absence and Dismissal matters, and Appeals.

Section 5 sets out our procedures and policies about various other matters that may come up during your employment.

Is the Handbook contractually binding?

Generally, we will apply the procedures and policies in the Handbook. However, we are not contractually bound to do so. You need to make sure that you follow the rules that apply to you.

Will the Handbook change?

The Handbook will be kept under review, and will be updated from time to time to reflect changes in the law and best practice. We will do our best to keep it up to date and to tell you about any changes.

SECTION 2: About The Company

2.1. About Us

The success of any organisation and that of its employees depends very largely on the employees themselves, and so we look to you to play your part as we shall continue to play ours.

We provide equal opportunities and are committed to the principle of equality regardless of race, colour, ethnic origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability. We will apply employment policies that are fair, equitable and consistent with the skills and abilities of our employees and the needs of the business. We look to your support in implementing these policies to ensure that all employees are given equal opportunity for recruitment, training and promotion and, in all jobs of like work, on equal terms and conditions of employment.

We will not condone any discriminatory act or attitude in the conduct of our business with the public or our employees. Acts of harassment or discrimination on the grounds of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability are disciplinary offences.

We welcome you and express our sincere hope that you will be happy here in our team. We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains a great deal of helpful information.

SECTION 3:
Working practices

3.1. Your Contract and this Handbook

Each employee has a written Contract of Employment or Terms and Conditions of Employment. That document is referred to in this Handbook as "your Contract". You need to read your Contract and this Handbook to fully understand your rights and obligations.

You must comply with your Contract.

You also have a duty to observe the working practices set out in this Handbook. Those practices set out the standards we require of you. If you do not comply with those practices, then you may be subject to disciplinary action under our **Disciplinary Procedure**.

Manager

Your Manager is identified within the Company organisational structure and which is reviewed once per year.

You will be notified if your Manager changes.

3.2. Employee induction

All new members of staff are taken through an induction programme. The extent of the programme varies depending on your job.

Our induction training is often a fairly informal activity. But it will follow a systematic plan, which should be written down. This helps make sure nothing is left out and that each stage can be recorded as completed.

We keep an **Induction Checklist**for you. We record it on your personnel file.

3.3. Probationary period

The length of your probationary — or trial — period is set out in your Contract. During your probationary period, your Manager monitors your performance, to make sure you are receiving appropriate "on the job" training and to determine if any additional training is required.

Towards the end of your Probationary Period, you will have a Probationary Review. If your performance has reached the required standard, then you will be confirmed as a permanent member of staff. If there are any concerns about your performance, then we may extend your probationary period or end your employment.

3.4. Training and development

Our training policy

We recognise:

- the contribution employees make to our success; and
- that to maintain a committed and competent workforce, we need to ensure we provide, or arrange, adequate training for all employees.

Our **training policy** aims to ensure that you — like all our people:

- are properly trained in the skills you need to carry out your present job at a standard acceptable to us;
- are provided with the skills you may need for changes in the way your job is carried out;
- are as far as possible, encouraged to develop your skills and talents to help you to progress and to reach your full potential;
- are part of a workforce that is, and will be, sufficient to enable our organisation to cope with its needs and its anticipated change or growth.

Your role in training

We encourage you to take a positive interest in your own development. The responsibility for training is shared between us, your Manager, and you.

You should discuss your training and development needs with your Manager as part of your **Appraisal process**.

External training

It may be that external training or courses would help achieve these training goals. We therefore encourage you to apply to us for sponsorship for relevant courses. Although our sponsorship of your studies cannot be guaranteed, if your course of study is approved, then we will support you in an appropriate way.

If you accept our financial sponsorship of your studies, then we will also ask you to agree that we may reclaim all or a proportion of that financial assistance from you if:

- you leave us during your study; or
- you leave us within a set period after you complete the studies.

Any repayment will be based on a sliding scale reflecting the length of time involved. When our sponsorship of your study begins, you and we will enter a **Training Agreement** that outlines the repayment terms.

3.5. Appraisals

Your performance will be reviewed on a regular basis throughout your employment.

Normally, our appraisal process will involve you meeting with your Manager each year. At that meeting, the two of you will review your performance during the preceding year, and agree on your

future work objectives.

Aims The appraisal process aims:

- to help both you and us to improve work performance, and to help our organisation achieve our objectives; and
- to identify any particular training needs that will assist your future development.

Process Before the meeting, your Manager will give you your **Appraisal Form**. You are expected to consider the material on the form so that you can make a useful contribution at the meeting.

You are encouraged to be open and honest at the meeting.

At the end of the meeting, your Manager will complete the **Appraisal Form** with a record of your discussions. You will be shown a copy, and you will be able to add your own comments. You will then be asked to review and sign the form once you are satisfied it accurately reflects the discussions.

Your pay level will not depend on the outcome of your appraisal.

3.6. Changes in job details

From time to time, you may be asked to take on additional or different duties which we believe are appropriate. If this involves a formal change of job, then normally:

- we will discuss this with you first;
- send you written confirmation of any changes to the relevant terms and conditions of your employment and to your job description and duties.

Probationary period for changed role If your job changes substantially, then you may be asked to work a specified probationary period in the new role. At the end of this probationary period, your performance will be reviewed, and if we and you are happy with how things are going, then you will be confirmed in the new position.

If instead your Manager feels that your performance in the new role has not reached the standard required, but that you still have the potential to achieve it, then your probationary period may be extended.

If your Manager feels that your performance has not reached the required standard, and is not likely to do so, then we will return you to a position that fits your ability. We then have the right to revert you to your previous terms and conditions of employment.

3.7. Change of address or personal circumstances

You must inform us immediately of any changes in the following areas:

- Your home address and contact numbers, or the name and contact details of the person we would need to get in touch with if you have an accident at work.
- Your qualifications.
- Arrests or prosecutions
- The bank or building society account into which your salary is paid.

You must report changes to your Manager.

It would also help us and you if you could let us know about any temporary or permanent health concerns that may affect your ability to do your work, or where you feel that there is something we could do for you to overcome any difficulties at work caused by those health concerns. We will keep all information of this nature confidential.

3.8. Payment of wages and salaries

Details of your salary or wages are set out in your Contract. Also:

- Statutory deductions from your pay (including Income Tax and National Insurance contributions) are made automatically.
- You will receive an itemised pay statement, which you should check when you receive it. You must immediately report any discrepancies to your manager.
- You should raise any salary queries with your Manager.

Advance pay Advance pay, for whatever reason, is prohibited.

Company loans are prohibited and under no circumstances will a personal loan be offered to an employee.

Payment methods your net salary will be paid directly into a bank or building society account bearing your name. There is no exception to this rule.

Overpayments If we overpay you, then you should:

- Immediately tell your Manager; and arrange with him/her to repay the overpayment.

If you notice the overpayment only after you have spent it, then we may be prepared to agree a deferred repayment schedule with you, to avoid causing you hardship.

3.9. Workplace Pension Scheme

From October 2012, the pension staging dates were implemented dependant on the size of the organisation. The staging date can also be deferred for 6 months by the organisation.

2. From the employers staging date, the employer must by law offer a workplace pension scheme. Each employee, along with Company and the government will pay into the employee's pension when they've been enrolled into a workplace scheme.
3. As stated in your employment contract, the Company must automatically enrol each eligible employee into the pension scheme and make contributions to each employee's pension.
4. The eligibility criteria has been detailed below:

Employee's must;

- Be aged between 22 and State Pension age
- Earn at least £10,000 per year
- Work in the UK

5. If an employee does not qualify to be automatically enrolled by law, they can still join their pension scheme if they want to. The Company can't refuse.
6. However, we don't have to contribute if you earn these amounts or less:

- £490 per month
- £113 per week
- £452 per 4 weeks

7. When you're enrolled into the pension scheme, the Company must:

- Pay at least the minimum contributionsto the pension scheme on time.
- Let each employee leave the pension scheme(called 'opting out') if you ask - and refund money you've paid if you opt out within 1 month.
- Let each employee re-join the scheme at least once a year if an employee has opted out.
- Enrol each employee back in once every 3 years if they have opted out and are still eligible for automatic enrolment.

8. Once the Company has automatically enrolled you into the workplace pension scheme, we will write to each employee confirming the following:

- The date that the employee has been added to the pension scheme.
- The type of pension scheme and who runs it.
- How much we will contribute and how much each employee will have to pay in.
- How each employee can leave the scheme if you want to.

A Opting Out

1. If an employee wants to opt out of the pension scheme, they can do this by contacting the pension provider. Details of the pension provider will be given to each employee when they have been enrolled.

B Opting In

1. If an employee wants to opt back into the scheme, they can do so by writing to the Company by letter and requesting to be part of the scheme.

For further information about the scheme, please contact your manager. You can also visit the following website: https://www.gov.uk/employers-workplace-pensions-rules

3.10. Hours of Work

These will be outlined in your Statement of Particulars of Employment.

You are expected to work such hours as are reasonably necessary in order to fulfil your duties and responsibilities.

You are required to show responsibility in timekeeping and attendance. Persistent lateness or unauthorised absence may lead to disciplinary action (which could result in dismissal).

The Company believes that to obtain the full benefits of a working day, you should take your entitled breaks that are set out in your statement of particulars. Management will not be held

responsible for failure to take your required breaks and overtime will not be paid.

3.11. Flexible Working Week

The Company requires you to work such hours as are necessary to satisfactorily carry out your duties.

You are expected to attend work regularly and promptly. The Company works a flexible working week to serve its clients. Your normal working hours are as stated in your Statement of Particulars of Employment. Your supervisor will discuss with you the normal working hours you are required to work. These may change, if so you will be given reasonable notice.

3.12. Timesheets

If you are required to submit a timesheet to your Line Manager to confirm the number of the hours you have worked each week, you are reminded that you must ensure that you fill out your timesheet accurately; failure to do so is viewed by the Company to be serious misconduct and may result in disciplinary action being taken against you, including dismissal. Timesheets must be handed in after each job to your Line Manager. Site Technicians are reminded that they must hand in their job report and timesheet together at the end of each job and to ensure that all documents are handed in before going on any annual leave. Failure to do so may result in disciplinary action being taken against you, including summary dismissal.

3.13. Lateness

You are responsible for being punctual and for being ready to start work in accordance with your working hours. This is a matter of courtesy to us and your colleagues.

If you are persistently late, then you will be dealt with in accordance with our **Disciplinary Procedure**.

Lateness for work is treated as unauthorised absence. If you miss time at work as a result of lateness, then you may not be paid for the time you miss.

3.14. Holidays

It is in your own, and our interests for you to take your full annual holiday entitlement.

You must follow the rules set out in your Contract for requesting a holiday, or else the dates of your holiday request may be refused for valid organisational reasons.

You must take your full holiday entitlement by the end of each holiday year. If you have not taken some or all of your holiday in the holiday year, then:

- you may not carry it forward to the next holiday year; and
- you will not be paid payment in lieu.

The number of holiday days you are entitled to is set out in your Contract.

Please ensure that you fill out a Holiday Request Form before booking annual leave, please ensure that the form is approved, signed and returned to you before you take any annual leave.

Failure to follow this procedure may result in disciplinary action being taken against you.

3.15. Compassionate leave

We will allow reasonable time off for compassionate reasons. Compassionate leave is usually unpaid — unless you agree with your Manager.

If you need to take time off for compassionate reasons, then you should discuss this with your Manager. We do not have set periods of compassionate leave, as we recognise that the circumstances of each case are different.

3.16. Unpaid leave

If you wish to take unpaid leave for any reason, then you should discuss this with your Manager. Unpaid leave is not always granted.

If you want to take unpaid leave, then it is important for you to make your request in writing as far in advance as possible.

If we grant unpaid leave, then during your leave:

- you need to keep in touch with your Manager in so far as possible; and
- you must tell your Manager if you would like to change your return date.

If you take unpaid leave for more than a month, then:

- you will not be entitled to receive any of your benefits during that period.

3.17. Jury service and leave for public duties

If you are called by the Courts to carry out Jury Service, then we will release you for that service — unless you are exempt or the Court otherwise excuses your attendance.

You must tell your Manager as soon as you receive a Jury Summons — so that we can make any necessary arrangements.

You must claim all expenses and loss of wages from the Court.

You may under the law be entitled to unpaid leave for the performance of certain other public duties. You can raise any requests or queries with your Manager.

3.18. Behaviour

At all times, you are expected to perform your duties efficiently and diligently and to behave courteously and considerately towards your fellow employees, managers, directors and all other people you deal with in the course of your duties.

You are expected to act wholeheartedly in our interests at all times. Any conduct — whether during or outside working hours — which appears to us to be detrimental to our interests, including our relationships with people who have dealings with us, is likely to be dealt with in accordance with our **Disciplinary Procedure**.

3.19. Smoking

Smoking is prohibited on all of our premises — smoking is only permitted in designated areas. A breach of this rule will be dealt with under our **Disciplinary Procedure**.

It is against the law to smoke in any enclosed spaces or in company vehicles.

This policy includes the use of E-cigarettes, personal vaporizers (PVs), and electronic nicotine delivery systems (ENDS).

3.20. Private telephone calls

Our telephone system is for the benefit of our organisation and the needs and requirements of our Clients.

However, we recognise that from time to time you may need to make or receive personal calls when you are at work — for example, when there is an emergency, or when you need to ring home, or when it is impossible to make or receive the call outside business hours.

We therefore allow reasonable use of our telephone system for personal calls. Abuse of that permission is likely to be regarded as misconduct under our **Disciplinary Procedure**.

3.21. Mobile phones

If we provide you with a mobile telephone, then the rules about private telephone calls also apply to your use of the mobile.

Personal mobile phones are not to be on display during regular working hours.

However, we recognise that from time to time you may need to make or receive personal calls and text messages when you are at work — for example, when there is an emergency.

Mobile phones must not be used when operating machinery.

Breach or abuse of these rules may be regarded as misconduct under our **Disciplinary Procedure** .

3.22. Use of mobile phones when driving

You are not allowed to use a hand-held mobile at any time when driving. It is illegal. Any employee found at any time using a mobile without a hands-free kit or Bluetooth headset when driving will be subject to action under our **Disciplinary Procedure**.

3.23. Use of vehicles

If you are provided with a vehicle for use in your duties, then you need to read the relevant terms of your Contract.

If you drive for work reasons — whether in your own or our vehicle:

- you must show us your driving licence whenever we ask;
- you are reminded to take regular breaks when driving;
- you must not smoke in the Company vehicle
- you must not drink alcohol when driving a company vehicle at any time; and
- you must not drink alcohol driving your own car for work reasons.

If you are found driving for working reasons after drinking alcohol (even if you are below the legal limit), then you will be subject to action under our **Disciplinary Procedure**.

Insurance If you use your own vehicles for travelling on business, then you must give your Manager a copy of your car insurance policy, confirming cover for the use of that vehicle on our business, and evidence of renewal of cover. You will not be entitled to claim your travelling expenses until a valid copy of your insurance certificate is received.

Accidents and motoring offences

You must also tell us

- about any accidents you are involved in when driving for work reasons;
- about any accidents involving one of our vehicles; and
- if you have been, or are being, prosecuted for any motoring offence that may result in a fine, points on your licence or disqualification.

3.24. Statements to the media

You must refer to your Manager any request you receive for a statement from newspapers, radio, television or any other media about anything to do with us.

You must never give any such statement yourself unless you have been specifically authorised to do so in advance. Any breach of these rules will be considered a serious breach of discipline and will be dealt with under our **Disciplinary Procedure**.

3.25. Our property and equipment

You are responsible for all of our property, equipment (including vehicles, laptops and mobile phones etc.), materials, or written information:

- issued to you or in your possession or control.

You agree to take all reasonable steps:

- to maintain in good condition all of our equipment or property; and
- to ensure that all reasonable steps are taken to prevent its loss or theft.
- to maintain your workstation / storage space / stock safe in a tidy and safe manner

You must not do either of the following without first getting the permission of your Manager:

- remove our property or equipment from our premises or any other place of work; or
- use any of our property, equipment or materials for any purposes other than for our organisation.

You will be held responsible for any avoidable damage, theft or loss, to our property which results from your actions. Damage is regarded as unavoidable only if our insurers consider the damage to be the result of force majeure, third party actions or unavoidable mechanical failure.

If you do not meet any of the standards set out in this Section, then that may result in action being taken under our **Disciplinary Procedure**.

Returning property

On or before your last day of work, and whenever else we ask, you must:

- return all of our property to us; and
- provide written confirmation of any passwords for access to any mobile telephone, PDA, laptop computer or any other electronic device.

If you do not, then:

- we may withhold from your final salary the cost of any items that are not returned when required; and
- we may also take all action we consider appropriate to recover or protect our property.

3.26. Our premises

You are expected to contribute towards keeping our premises clean and tidy — particularly those areas to which visitors have access.

You must comply with all safety regulations that relate to our premises. If when at work you do anything which endangers the health or safety of any other person, then that will be regarded as gross misconduct under our **Disciplinary Procedure**.

Any allegation that an employee has endangered the health or safety of a colleague or any other visitor to our premises will be dealt with under our **Disciplinary Procedure**.

If you have any health & safety concerns, then you should report them to your Manager.

3.27. Company Clothing

You may be required to wear company branded clothing whilst performing your duties. The Company will provide this for you. You will be expected to keep your company clothing in good condition and make a request for worn items to be replaced as reasonably required. Failure to wear your Company branded clothing during your working hours will result in disciplinary action being taken against you.

3.28. Personal Protective Clothing (PPE)

For some client sites you may be required to wear personal protective clothing (PPE). You should ensure that you wear the correct protective clothing as required. You will be expected to keep your PPE in good condition, and replace worn items, and purchase additional items, in line with business requirements.

Should you lose or damage your company clothing within the first six months of it being issued to you, you will be required to pay for the replacement items. Additionally, should you repeatedly lose or damage your company clothing or PPE through your own negligence, the Company may seek payment for this.

3.29. Medical records

If we have any concerns about your health or your ability to perform your duties, then we may ask you to provide information about your medical history.

You must provide this information promptly and it must be true and accurate to the best of your knowledge. Any failure to do so without good reason, or any attempt to mislead us, will be dealt with in accordance with our **Disciplinary Procedure**.

3.30. Cash handling

Only those employees who are specifically authorised by us to do so may:

- handle cash;
- receive payments on our behalf;
- give discounts on any goods or services.

Any Employee in breach of this rule will be dealt with under our **Disciplinary Procedure**.

3.31. Expenses

To claim reimbursement of any expenses which you incur in connection with our organisation, you must:

- complete, date and sign the appropriate Expense Claim Form available from your Manager; and
- submit the form to your Manager together with all relevant receipts for authorisation and subsequent payment (if the expense claim is accepted).

Submitting any fraudulent expense claims amounts to gross misconduct. Any suspicion that a fraudulent expense claim has been made will be dealt with under our **Disciplinary Procedure**.

3.32. Acceptance of gifts

You must not receive gifts and favours from others in relation to your work — unless you have the express written consent of your Manager. However, you may accept small, inexpensive, gifts — for example, diaries and calendars.

If you have any doubt as to what type of gifts are acceptable, then you should speak to your Manager before you accept them.

3.33. Personal deliveries at work

You may not use our address for personal deliveries — unless you first obtain the specific permission of your Manager each time you are expecting a delivery.

We reserve the right to refuse, or withdraw, permission for you to use our address for personal deliveries if, for example:

- we consider that our credit rating could be at risk.
- that permission is being abused in any way.

Permission will not be granted for deliveries of any materials or objects which could offend any other members of staff.

Any breach of these rules is likely to be dealt with under our **Disciplinary Procedure**.

3.34. Right to search

It is a condition of your employment that, in exceptional circumstances, you submit when reasonably requested to do so:

- to a body search by your Manager.
- to a search of your desk, locker, personal property, clothing and effects (including motor vehicles) by your Manager.

If we have reasonable grounds for believing that a search is necessary, then we will ask you to consent to the search. If you unreasonably refuse to give that consent, then you may be dealt with under our **Disciplinary Procedure**.

Searches will be conducted only if we have a reasonable suspicion that there has been a serious breach of our rules, or that a crime has been committed.

You will be dealt with under our **Disciplinary Procedure** if you are found to be:

- in unauthorised possession of our property or of property belonging to a third party (whether a fellow employee, or our Clients)
- in possession of unlawful substances or other unlawful items.

3.35. Notice boards

If you want to put a notice or an advert on the notice board, then you must obtain your Manager's permission.

Notice boards are provided as a focal point for the publishing and receiving of information about our organisation — for example our newsletter, statutory notices, rules and regulations, sports, social events and vacancies.

3.36. Eye tests and glasses

Tests

If you use a computer or machinery regularly, and they are deemed a necessary tool to do your job then in Scotland you are entitled to regular free eye tests on the NHS. If you reside in England, and you do not qualify for free eye tests then you are entitled to regular eye tests at our expense. If you are not sure about this or would like more information about eye tests, then please contact your Manager.

You should pay for the eye test as normal and then claim back the cost. You must attach to your expense claim:

- a receipt from the optician; and
- an eye test results form — which your optician will provide.

We will keep a record of all eye tests that we pay for.

Glasses

If the optician advises you that you need to wear glasses for computer or machinery use, then we will pay £50 towards the cost of your glasses. Please claim this amount back through the expenses system.

You must attach to your expense claim:

- a copy of the receipt for your glasses; and
- a copy of the form from the optician, which confirms that your glasses are required for computer or machinery use.
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3.37. Our social functions

Our social functions are designed to be for the enjoyment and benefit of all members of staff.

You should remember that these social functions are work events. This means that any drunkenness, violence or harassment of colleagues or guests may result in action being taken against you under our **Disciplinary Procedure**.

Drunkenness is not an acceptable excuse for misconduct.

SECTION 4: Grievance, Disciplinary, Absence, Performance and Appeals

4.1. Overview and general principles

A Understand the processes

1. These procedures aim to give you a clear understanding of the steps that you can expect us to take:

- if you have any concerns about your treatment at work; or
- if we have concerns about your conduct, performance or attendance.

B We can change these processes

1. We reserve the right to change any of these rules and procedures at any time at our discretion. We will notify you of any changes.

C Union or colleague support at meetings

1. If you choose to be accompanied by a colleague or Trade Union official at any meeting (at which you have the right to be accompanied) under these procedures, then we will try to arrange the meeting at a time that is convenient to the person conducting the meeting, and to you and your chosen companion. If for any reason your companion will not be available at the time proposed by us, then we will postpone the meeting to a time proposed by you — as long as:

- it is no more than five working days after the original date of the meeting.
- it is convenient to the person conducting the meeting.

2. To exercise the right to be accompanied you must first make a reasonable request. What is reasonable will depend on the circumstances of each individual case. However, it would not normally be reasonable for you to insist on being accompanied by a companion whose presence would prejudice the hearing, nor would it be reasonable for you to ask to be accompanied by a companion from a remote geographical location if someone suitable and willing was available on site. The companion will be allowed to address the hearing to put and sum up your case, respond on your behalf to any views expressed at the meeting and confer with you at the hearing. The companion will not, however, have the right to answer questions on your behalf.

D Timing and place of meetings

1. We will try to arrange any meetings during normal working hours — but this will not always be possible. It may also be sensible for meetings to take place away from work.

E Avoiding delay

1. We appreciate that grievances and matters of discipline and capability are disruptive. This means that we will try to make sure that each procedure is followed without unavoidable delay. However, we cannot apply specific time limits to the various stages of the procedures, as the time taken to follow each procedure will depend on the circumstances, such as the availability of witnesses and other people involved in the process.

F Not contractually binding

1. The policies and procedures in this section do not form part of your Contract — unless specifically provided to the contrary in the policy or your Contract.

4.2. Grievance procedure

A General Principles

1. This procedure is for guidance only and does not form part of your contract of employment. We may amend the procedure at any time, or vary it as appropriate to a particular case. Most grievances can be resolved quickly and informally through discussion with your manager. If this does not resolve the problem you should initiate the formal procedure below reasonably promptly.

B Step 1: Written Grievance

1. You should put your grievance in writing and submit it to your manager. If your grievance concerns your manager you may submit it to a Director.

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

C Step 2: Meeting

1. We will arrange a grievance meeting, normally within one week of receiving your written grievance. You should make every effort to attend.

2. You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union official or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.

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

4. We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.

5. We will write to you, usually within one week of the last grievance meeting, to confirm our decision and your right of appeal if you are not satisfied with it. We will notify of you of any further action that we intend to take to resolve the grievance.

D Step 3: Appeals

1. If the grievance has not been resolved to your satisfaction you may appeal in writing to a Director, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you. We will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a Director who has not previously been involved in the case. You have a right to bring a companion. We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

4.3. Disciplinary rules and procedure

A Policy Statement

1. The aims of the Disciplinary Procedure are to set out the standards of conduct expected of all staff and to provide a framework within which managers can work with employees to maintain satisfactory standards of conduct and to encourage improvement where

necessary.
2. It is our policy to ensure that any disciplinary matter is dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond before taking any formal action. This procedure is for guidance only and does not form part of your contract of employment. We may amend it at any time depending on the circumstances of the case.

B General Principles

1. The Company reserves the right to discipline or dismiss an employee with less than 24 months' continuous service without following the Disciplinary Procedure.
2. For employees with 24 months' continuous service or longer, the Company will follow the Disciplinary Procedure set out below.
3. Minor conduct issues can often be resolved informally between you and your 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 your personnel file but will be ignored for the purposes of any future capability hearings. In some cases an informal verbal warning may be given, which will not form part of your 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).
4. You will not normally be dismissed for a first act of misconduct, unless we decide it amounts to gross misconduct or you have not yet completed your probationary period.
5. If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with your manager as soon as possible.

C Confidentiality

1. Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.
2. You and anyone accompanying you (including witnesses) must not make electronic recordings of any meetings or hearings conducted under this procedure. You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless we believe that a witness's identity should remain confidential.

D Investigations

1. The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, 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 you and any witnesses, and/or reviewing relevant documents.
2. Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.

3. You do not normally have the right to bring a companion to an investigative interview. However, we may allow you to bring a companion if it helps you to overcome any disability, or any difficulty in understanding English.
4. You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

E Criminal Charges

1. Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.
2. We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have 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 we consider that it is relevant to your employment.

F Suspension

1. In cases where your continued presence in the office would hinder an investigation we may need to suspend you from work. The suspension will be for no longer than is necessary to investigate the allegations and we will confirm the arrangements to you in writing. While suspended you should not visit our premises or contact any of our clients, customers, suppliers, contractors or employees, unless you have been authorised to do so by a Director of the Company.
2. Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations. You will continue to receive your full basic salary and benefits during the period of suspension.

G Notification of a Hearing

1. Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of outcome will be if we decide after the hearing that the allegations are true. We will also include the following where appropriate:

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

2. We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time, but usually two to seven days, to prepare your case based on the information we have given you.

H Right to Be Accompanied

1. You may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union official or a fellow worker. You must tell the person conducting the meeting who your chosen companion is, in good time before the hearing.
2. Acting as a companion is voluntary and your colleagues are under no obligation to do so. Workers will be allowed reasonable time off from duties without loss of pay to act as a companion.
3. If your choice of companion is unreasonable we may ask you to choose someone else, for example:

- If in our opinion your companion may have a conflict of interest or may prejudice the hearing; or
- If your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days.

4. We may, at our discretion, allow you to bring a companion who is not an employee or union official (for example, a member of your family) where this will help overcome a disability, or where you have difficulty understanding English.

I Disciplinary Hearings

1. If you or your companion cannot attend the hearing you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence.
2. The hearing will normally be chaired by a Manager or a Director. The Investigating Officer and a person to take notes will also be present. You may bring a companion with you to the disciplinary hearing (see Right to Be Accompanied).
3. At the disciplinary hearing we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your companion may make representations to us and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.
4. You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness. However, you will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, we decide that a fair hearing could not be held otherwise.

5. We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
6. We will inform you in writing of our decision and our reasons for it, usually within one week of the disciplinary hearing. Where possible we will also explain this information to you in person.

J Disciplinary Penalties

1. The usual penalties for misconduct are set out below. No penalty should be imposed without a hearing. We aim 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.

J.1 Stage 1 - First Written Warning

1. It will usually be appropriate for a first act of misconduct where there are no other active written warnings on your disciplinary record.

J.2 Stage 2 - Final Written Warning

1. It will usually be appropriate for:
   - misconduct where there is already an active written warning on your record; or
   - misconduct that we consider sufficiently serious to warrant a final written warning even though there are no other active warnings on file

J.3 Stage 3 – Dismissal

1. It will usually only be appropriate for:

- any misconduct during your probationary period;
- further misconduct where there is an active final written warning on your record; or
- any gross misconduct regardless of whether there are active warnings on your record. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal).

J.4 Alternatives to Dismissal

1. In some cases we may at our discretion consider alternatives to dismissal. These may be authorised by a Director of the Company and will usually be accompanied by a final written warning.
2. Examples include:

- Demotion;
- Transfer to another department or job;
- A period of suspension without pay;

- Loss of seniority;
- Reduction in pay;
- Loss of future pay increment or bonus;
- Loss of overtime

K Effect of a Warning

1. 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.
2. A first written warning will usually remain active for six months and a final written warning will usually remain active for 12 months. In exceptional cases verging on gross misconduct, a final written warning may state that it will remain active indefinitely. Your conduct may be reviewed at the end of a warning's active period and if it has not improved sufficiently we may decide to extend the active period. After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future disciplinary proceedings.

L Gross Misconduct

1. In the event of the employee having been found to have committed an act of gross misconduct, a Senior Manager may summarily dismiss the employee, without the employee being entitled to any notice or pay in lieu of notice.
2. Examples of Gross Misconduct include (this list is not exhaustive):

- theft
- violence
- being under the influence of or consuming alcohol or drugs in working hours
- deliberate recording of incorrect working hours
- sleeping during working hours
- unacceptable use of obscene or abusive language
- gambling
- bribery or corruption
- bringing the Company into disrepute, bullying
- smoking on Company premises or in Company Vehicles
- serious breach of health and safety policies and procedures
- breach of confidentiality
- serious insubordination

4.4. Absence

A Absence Procedure

1. Absences from work have a detrimental effect on the performance of our Company and as such, we like to ensure that we have procedures in place with which to deal with any concerns regarding your attendance at work.

B Consultation Meeting

1. Should your level of either short-term or long-term absences become concerning to us, we will arrange to hold an absence consultation meeting with you where you will be given the opportunity to discuss the reasons for your absence/s and how we can help you get back to work or improve your attendance record. You are entitled to be accompanied at absence consultation meetings by a colleague or a trade union official.

C Permission to Write to your Doctor

1. We may ask for permission to write to your doctor to obtain a prognosis on your condition - it is helpful to us to have this information as it helps us to make an informed decision about your future with the Company. It some cases, it may be necessary to obtain a report from an occupational therapist, who will be able to give an opinion on the impact of your condition in relation to your job role. Any reports required will be paid for by us.

D Disciplinary Action

1. Depending on the circumstances of your absences, it may be decided that disciplinary action will be required.

4.5. Poor Performance

A Informal Management

1. Your Line Manager will aim to resolve any performance problems through informal discussions with you during the normal course of work. These discussions should identify any problem areas and, if appropriate, result in an agreed Action Plan.
2. Poor performance issues may also be identified during your Appraisal process.
3. You will be expected:
   - to participate actively in these performance-related processes; and
   - to commit to following any reasonable suggestions your Line Manager makes to you about how you can improve your performance.

B Formal Process

1. If that approach is not successful, then the following formal procedures will normally apply. However, in exceptional circumstances, we may omit one or both of the warning stages. Whether we do will depend on your performance, its impact on the organisation

and your response to any earlier informal warnings.

C Complaint

1. Any formal complaint made about your performance will be reported to the Capability Manager, usually your Line Manager or another member of our management team.
2. They will appoint another member of our management team to investigate the complaint, or will investigate the matter themselves.

D Investigation

1. The investigator will decide how to conduct your investigation. Normally, they will take a statement from any relevant parties.

E Report

1. At the end of their investigation, the Investigator will prepare a formal Report.

F Formal or Informal Approach

1. The Capability Manager will then decide in their absolute discretion whether to deal with the matter informally with you, or to deal with the matter formally under this Procedure.

G Medical Issues

1. If we are aware of (or become aware of) any illness or disability of yours, then the Investigator will (as long as you co-operate fully) use all reasonable endeavours to obtain appropriate medical and other information about your condition and whether that affects your ability to carry out your job.
2. You must co-operate fully in these investigations.
3. The Capability Manager will take your health into account when applying this procedure.

4.6. Capability Procedure

A Notice

1. If the Capability Manager decides in their absolute discretion that formal action needs to be taken, then they will:
   - notify you in writing of the basis of our concerns;
   - call you to a Capability Meeting, which they will conduct; and
   - if possible, give you copies of all of the evidence on which they intend to rely at the Capability Meeting.

B Your Response

1. You will have an opportunity at each Capability Meeting to respond to the complaints made, and to give an explanation for the matters complained of.

C Colleague or Union Representative

1. You may if you wish be accompanied to each Capability Meeting by a colleague or Trade Union Representative.

D Decision

1. As soon as possible after the Capability Meeting, the Capability Manager will write to you with their decision, and notify you of your right of appeal.

E Capability Decisions

E.1 Stage 1 – Written Warning

1. If in light of the meeting the Capability Manager's view is that our concerns are justified, then you will be given a Written Warning, specifying:
2. The improvements required of you.
3. The time by which you need to make those improvements.
4. The fact that further action will be taken under this procedure if your performance does not improve as required.
5. The Capability Manager may at the same time draw up an Action Plan for you or us (or both) to implement. The Action Plan will set out any agreed:

- adjustments that we are committed to carry out in view of any disability you suffer; and
- other support and supervision that we agree to provide.

E.2 Stage 2 – Final Written Warning

1. The Capability Manager may issue you with a Final Written Warning if:

- you appear to have failed to improve sufficiently in the period set in the first warning; and
- in the light of the first Capability Meeting and a further capability meeting (set up in a similar way to the first Capability Meeting), and of any adjustments made by us, the Capability Manager's concerns remain justified.

2. That Final Written Warning will specify:

- The improvements we require you to make;
- The time by which you need to make those improvements; and

- The fact that, if you fail to improve sufficiently in the set period, we may terminate your employment.

3. At the same time, the Capability Manager may draw up an Action Plan, or revise the Action Plan issued with the First Written Warning.

E.3 Stage 3 – Dismissal

1. If you appear to have failed to improve sufficiently in the period set in the Final Written Warning, then you will be invited, in writing, to attend a further meeting. At that meeting, you may be accompanied by a colleague or Trade Union Representative.
2. The meeting will determine whether your employment can continue.

3. The letter calling you to the meeting will notify you of:

- why your dismissal is being contemplated; and
- when and where the meeting is to take place.

4. We may dismiss you if:

- you did not improve sufficiently in the period set out in the Final Written Warning; and
- in the light of the Capability Meetings, and of any adjustments made by us, the Capability Manager's concerns remain justified.

F Appeals

1. If you are unhappy with the decision, you may appeal against it under the **Appeals Procedure**.

4.7. Dismissal Procedure

If we propose to dismiss you for any reason other than under our **Disciplinary Procedure, Absence or Poor Performance Procedures**, the way in which we will deal with your proposed dismissal will depend on the circumstances, but will generally involve the following steps:

A Notice

1. We will write to you:

- to let you know that we are considering dismissing you;
- to let you know the reasons for that consideration; and

- to call you to a dismissal meeting at which dismissal will be considered. Normally, that meeting will be conducted by your Line Manager or another member of the management team.

2. We will allow you a reasonable time between the date on which you receive the letter and the date of the meeting to consider your position and the matters in hand.

B Meeting

1. At the meeting:

- you will be entitled to be accompanied by a colleague or Trade Union official.
- you will be given a proper opportunity to respond to the possibility of dismissal.

C Decision

1. After that meeting, we will tell you in writing about:

- the action we are taking; and
- your right to appeal that decision under our **Appeal Procedure**.

4.8. Appeals Procedure

A Your Appeal

1. You may appeal within seven working days after receiving a letter from us with a decision taken under any of the Grievance, Disciplinary, Absence, Poor Performance or Dismissal Procedures.

B Your Letter

1. In your Appeal Letter, you should ideally set out the element or elements of the decision against which you are appealing.

C Review

1. When the Appeals Manager receives your letter they will conduct the following Appeals procedure. That procedure is conducted as a review rather than a rehearing.

D Meeting

1. The Appeals Manager will arrange and chair an Appeal Meeting to be attended by:

- The Appeals Manager.
- Any colleague or a Trade Union Representative you choose to accompany you.
- The relevant person who made the decision you are appealing — that is, the Grievance Manager, the Disciplinary Manager, the Capability Manager or other person.
- Any other person agreed by the Appeals Manager and you.
- Any other person invited by the Appeals Manager.

E Matters Appealed

1. The appeal will be limited to matters raised by you in your Appeal Letter — unless the Appeals Manager allows other matters to be considered.

F Final Decision

1. As soon as possible after the conclusion of the Appeal Meeting, the Appeals Manager will write to you with their decision. The decision made on the Appeal will be final.

G Decisions on Appeal

1. The Appeals Manager may:

- allow the appeal in full or in part.
- substitute their own decision for the original decision.
- uphold the decision.
- make any relevant consequential findings and decisions.

SECTION 5:
Other policies and procedures

5.1. General Matters

1. We may change the Policies and Procedures in this section by giving general notice to members of staff. We may need to amend them at short notice, to comply with any changes to the law.
2. We reserve the right not to follow every step of these procedures in appropriate exceptional circumstances — unless the procedure is statutory, in which case we will comply.
3. If the policies and procedures refer to your Line Manager or to any other specific person, then we will identify another person to you:

- if that first person is not available; or
- if it would not be appropriate in the particular circumstances for that person to deal with the issue.

4. If you have any questions about these policies or procedures, then please contact your Line Manager.
5. The policies and procedures in this section do not form part of your Contract — unless specifically provided for in the policy or in your Contract.

5.2. Sickness Absence

A You must keep us Informed

1. If you are unable to come to work due to illness or injury, then you must tell your Line Manager that you cannot come into work. You or they must do that:

- as early as possible — and no later than 7.30am on the first day of absence; and
- on every day of absence, until you are covered by a “fit note” (see below).

2. If your Line Manager is unavailable, then you or they should speak to another member of management.
3. You must:

- give us enough information to show us that you are genuinely sick; and
- tell us when your sickness began, and how long you think it will last.

B Evidence of Incapacity

1. **Evidence**

You must produce evidence of your incapacity covering the whole time you are away.

2. **Up to Seven Days**

Normally, you may self-certify your absence for work for up to seven days' consecutive absence (including weekends). However, we reserve the right to require you to provide a doctor's note for any period of sickness absence.

3. **More than Seven Days**

If your absence lasts more than seven days (including weekends), then we will need a Statement of Fitness for Work (a "**Fit Note**") from your doctor. This means that your Fit Note must reach us not later than the eighth day of your absence. You need to arrange for your Fit Notes to be sent to your Line Manager or to the person set out in **paragraph A2** above.

C Breach of the notification and evidence rules

1. If you do not follow the rules on notification and evidence, then we will not be able to pay to you any sick pay to which you may be entitled (including Statutory Sick Pay).
2. We may take action under our Disciplinary Procedure if:

- you do not follow the rules (without a proper excuse); or
- you provide evidence of incapacity containing false or misleading information.

D Your responsibilities during your sickness absence

1. When you are off sick, we expect you and trust you:

- to act sensibly and honestly; and
- not to do anything which could get in the way of your speedy return to fitness and to work.

2. In that light, we normally expect you not to participate in any sports, hobbies, voluntary work, DIY, or social or other activities which:

- are in any way inconsistent with your illness or injuries;
- could aggravate your illness or injury; or
- could delay your recovery.

E Fit Notes

1. Your doctor may indicate on your Fit Note that you "may be fit for work" if, for example, we arrange for you a phased return to work, altered hours, or amended duties, or if we make other workplace adaptations.

2. If your Fit Note says that you "may be fit for work", then we will consider the doctor's advice and how it affects your job, the workplace and the organisation as a whole. We will consider whether we can put in place the suggested actions that could help you return to work. We will discuss with you your doctor's advice and possible options.

3. If we cannot provide the support etc. which could help you return to work, then:

- we will explain why;
- we will treat the Fit Note as if the doctor had advised that you are not fit for work; and

- you will receive any sick pay to which you may be entitled during your sickness absence.

4. If we can provide the support etc. to help you return to work, then:

- before you do, we will discuss and agree any temporary changes to your job or workplace, as well as a review date for the temporary arrangement;
- your pay will be adjusted to take into account any changes — for example, if you return to work on different duties or reduced hours, then it is likely that your pay will change as a result; and

- you will not be entitled to any further sick pay if you return to work — even if you return on reduced hours.

F Statutory Sick Pay

1. Employees who are absent from work because of sickness will normally be entitled to receive Statutory Sick Pay (SSP) from the Company providing they meet the relevant criteria.

2. Once the criteria have been met, SSP is not normally payable for the first three days of sickness absence, unless the employee has been absent and in receipt of SSP within the previous eight weeks. Thereafter the Company will normally pay SSP at the statutory rate in force for a maximum of 28 weeks.

3. In order to qualify for SSP the employee must notify the Company on the first qualifying day, and submit a certificate of absence as soon as practicable. The Company reserves the right to withhold payment of SSP where an employee fails to follow the correct procedure.

4. Certain employees are excluded from the SSP scheme, e.g., employees who earn below the lower earnings limit for National Insurance purposes.

5. The provisions relating to SSP are extremely complex. Employees who have any questions about it should approach their line manager.

G Return to Work

1. As soon as you return to work, no matter how long the period of absence, you will be required:

- to attend a Return To Work Interview with your Line Manager; and
- to complete a **Return to Work Interview Form** — a blank form will be provided to you at or before the Interview.

2. The purposes of the Interview and the Form are:

- to monitor your absence record; and
- to see whether we and you can do anything to help you keep your sickness absence as low as possible.

3. Once the Form has been completed, you will be asked to countersign it. A copy will be kept on your Personnel File, and you will also be given a copy.

H Holidays and Sick Leave

1. If you take holiday when on sick leave, then we may, in our absolute discretion, count those days as ordinary holiday leave. If we do, then your sick pay will be suspended during that period of holiday and your holiday pay will be calculated in the normal way.
2. If you become ill or are injured when on holiday, then we may, in our absolute discretion, count the illness days as sick leave. If we do, then you can rebook those days as holiday later on in the holiday year.

5.3. Other Absence

A Introduction

1. Many of the policies and rules in this **Handbook** cover absence from work for a variety of reasons — including: sickness, holidays, maternity, adoption, parental and paternity leave, and other types of leave. This Policy covers all absences not covered by those specific policies and rules.
2. The important thing always is to keep in touch, so that we know what is going on.

B Telling us about your Absence

1. If you cannot attend work for any reason, then you must notify your Line Manager as early as possible on that day. It is important that you keep us informed about the circumstances which are preventing you from attending work, and your likely return date.

C Appointments

1. You should arrange hospital, dental and other medical appointments outside normal working hours, if possible.
2. If necessary, you may be allowed time off without pay during working hours for routine medical visits. However, you need first to make arrangements with your Line Manager — except of course in emergencies, when you or another person should let your Line Manager know what is happening as soon as possible.
3. In the case of more regular visits to specialists, you must notify your Line Manager.
4. You must show your Line Manager your appointment cards for hospital, doctor and dental visits, if they ask to see them.

D Unauthorised Absence

1. If you do not come to work at the appropriate time, and your absence is not authorised by us or otherwise covered by other provisions of this **Handbook**, then we will treat you as being absent without permission.
2. You will not be paid when you are absent without permission, and we may also take disciplinary action under our Disciplinary Procedure. However, we will not take action if we agree there are genuine valid reasons for the absence which are outside your control.

E Unfitness to Start Work

1. We need our employees to present themselves for work fully competent and alert and in a fully sober state.
2. If you present yourself for work in a condition in which you are unfit for work for any reason including being under the influence of alcohol or drugs (whether prescribed or not), then you will be sent home. Also we may take action under our **Disciplinary** or **Absence and Poor Performance Procedures**, or our **Alcohol and Drug Abuse Policy** as appropriate.

5.4. Maternity Policy

A Time off to receive Antenatal Care

1. All pregnant employees, regardless of length of service, are entitled to take time off with full pay during working hours to receive antenatal care. This includes relaxation and parent craft classes if attended on medical advice.

2. The employer may require an employee who wishes to take time off for these purposes to provide medical certification of her pregnancy and an appointment card, except in connection with the first appointment.

B Maternity Leave

1. Every employee who is pregnant has the right to a total of 52 weeks' Maternity Leave from day one of employment. This is made up of 26 weeks' Ordinary Maternity Leave (OML); followed by 26 weeks' Additional Maternity Leave (AML).

C Ordinary Maternity Leave

1. The contract of employment continues during maternity leave, and employees continue to receive contractual benefits except for their normal salary. OML cannot commence before the 11^{th} week prior to the expected week of childbirth (EWC). However, there is an automatic commencement of Maternity Leave if employees are absent due to a pregnancy related illness within 4 weeks of the EWC.

D Additional Maternity Leave

1. Additional Maternity Leave follows immediately after the end of Ordinary Maternity Leave. There can be no gap between the two.

E Return to Work

1. No employee is permitted to return to work during the first two weeks after giving birth. This is known as the compulsory maternity period. Employees should give the Company 8 weeks' notice of their intention to return early from either ordinary or additional maternity leave. If such notification is not received, the company will assume return at the end of the maximum maternity leave period to which the employee is entitled.

2. Employees who wish to return to work before the end of the total maternity leave period (52 weeks) must give 8 weeks written notice of their intention to return to work.

3. If an employee does not provide 8 weeks' notice of their intention to return to work, the Company may choose to delay the return to work until 8 weeks' notice have passed.
4. Failure to return from maternity leave at the end of additional maternity leave shall amount to unauthorised absence and may result in disciplinary action.

5. If an employee is unable to return to work at the end of total maternity leave due to illness, the normal sickness absence policy will apply.

6. The employee is entitled to return to her original job at the end of Additional Maternity Leave. However, if this is not reasonably practicable, she should be offered a similar job on no less favourable terms and conditions.

F Notice of Intended Start Date

1. Pregnant employees are required to inform management of their intention to take maternity leave by the end of the Qualifying Week (QW), unless this is not reasonably practical. The following information should be provided in writing:

- Confirmation of pregnancy
- Expected date of childbirth
- When the maternity leave is to start

2. A copy of the maternity certificate (Mat B1) must be given to management as formal confirmation of the pregnancy. The certificate is usually signed by a GP or Midwife at some point following the 20th week of pregnancy.

3. Employees may alter the start date for maternity leave provided that they give at least 28 days' notice (unless this is not reasonably practical).

4. The Company will respond to requests to take maternity leave within 28 days, setting out the date on which the individual is expected to return to work based on them taking the full entitlement of maternity leave.

G Earliest Start Date

1. Maternity leave can start on any day of the week. The earliest start date that maternity leave can start is the beginning of the 11th week before the EWC.

2. If a pregnant employee is absent from work with a pregnancy related illness within 4 weeks of the start of the EWC, the maternity leave period will automatically commence on the first day of the absence. If the baby is premature and born before the maternity leave is due to start, the maternity leave will automatically begin on the day the baby is born.

3. In the above instances please inform management in writing as soon as is reasonably practical that the absence is wholly or partly due to pregnancy in order to ensure that all relevant rights are preserved.

4. If a pregnant employee is absent from work within four weeks of the start of the EWC with a non-pregnancy related illness, maternity leave is unaffected and the normal sickness absence policy applies.

H Contact during Maternity Leave

1. The Company will maintain reasonable contact with an employee on maternity leave. The contact may be to discuss arrangements for the employee's return to work, to organise

‘Keeping in Touch’ days or simply to update the employee about changes and developments in the work place.

I Keeping in Touch Days

1. Except during the first 2 weeks of childbirth, an employee can agree to work for the Company for up to 10 days during their maternity leave without bringing the period of maternity to end and without losing the SMP for that week. This is known as a ‘Keeping-in-Touch’ day. Attending work for any length of time on a ‘Keeping-in-Touch’ day shall constitute a day’s work for these purposes.

2. The Company has no right to require the employee to carry out any work, and the employee has no right to undertake any work, during her maternity leave. ‘Keeping-in-Touch’ days will be organised with the agreement of both the employee and the Company.

3. For the purposes of ‘Keeping-in-Touch’ days, work can include training courses and meetings. Employees and Line Managers may also choose to use ‘Keeping-in-Touch’ days as a way to phase an employee back into the team and work environment. For example, 2 ‘Keeping-in-Touch’ days per week for the final 5 weeks of maternity leave. If you require any more information about what may constitute a ‘Keeping-in-Touch’ day, please contact management.

4. The employee will receive payment for attending work on a ‘Keeping-in-Touch’ day. Where the employee works for less than 3 hours, she will receive half a days’ pay. Where she works more than 3 hours she will receive a full days’ pay. Payment is calculated using the employee’s hourly rate at the date of maternity leave.

5. An employee can work a maximum of 10 ‘Keeping-in-Touch’ days whilst on maternity leave. Any ‘Keeping-in-Touch’ days worked do not extend the period of maternity leave. Once the ‘Keeping-in-Touch’ days have been used up, the employee will lose a weeks’ SMP for any week in which she agrees to work for the Company.

J Statutory Maternity Pay

1. All employees who have been continuously employed for at least 26 weeks ending with the 15th week before the expected week of childbirth (the “Qualifying Week”), and who satisfy the following conditions, are entitled to receive Statutory Maternity Pay (SMP) from their employer.

2. The employee must:

- still be pregnant at the 11th week before her expected week of childbirth or have had the child by that time;
- have average weekly earnings equal to or above the Lower Earnings Limit for National
- Insurance purposes over the eight week period up to and including the Qualifying Week;
- give the employer notice that she intends to be absent from work because of her pregnancy at least 15 weeks before the expected week of childbirth; and
- provide the employer with medical certification of her expected week of childbirth, normally using form MAT B1.

3. Statutory Maternity Pay is payable for up to 39 weeks. The first six weeks are payable at the higher rate which is 90% of the employee’s normal earnings.

4. Normal earnings are calculated based on the eight week period before the Qualifying Week. However, any pay rises made by the Company up to the end of the employee’s Maternity Leave must be taken into account and SMP adjusted accordingly.

5. The remaining 33 weeks are payable at a standard rate which changes from time to time. Where the employee’s earnings are below the standard rate, the employee should be paid at 90% of her average earnings of the previous eight weeks up to and including the Qualifying Week.

6. Employees who do not qualify for Statutory Maternity Pay may be able to claim Maternity Allowance from their local Job Centre Plus office.

K Transfer of Maternity Leave

1. If an employee proposes to return to work by giving proper notification of an early return in accordance with the rules set above, she may be eligible to transfer up to 26 weeks of her outstanding maternity leave (and outstanding SMP) to her spouse, civil partner or partner, or the father of her child, to be taken as additional paternity leave (and additional statutory paternity pay) on her return to work.

2. The earliest that additional paternity leave may commence is 20 weeks after the date on which the employee's child is born and it must end no later than 12 months after the date of birth. The minimum period of additional paternity leave is two consecutive weeks and the maximum period is 26 weeks. The employee must therefore have at least two weeks of her maternity leave that remains unexpired.
3. Further details should be obtained from the employee's spouse's or partner's employer. If the employee does wish to transfer part of her maternity leave entitlement in this way, she will be required to submit a written and signed declaration form to that employer, which may also make additional enquiries of the Company to verify its employee's entitlement to additional paternity leave and pay.

5.5. Paternity

An employee whose wife, civil partner or partner gives birth to a child, or who is the biological father of the child, is entitled to two weeks' ordinary paternity leave provided that he/she has 26 weeks' continuous service by the end of the 15th week before the week in which the child is expected.

Ordinary paternity leave is also available to adoptive parents where a child is matched or newly placed with them for adoption. Either the adoptive father or the adoptive mother may take ordinary paternity leave where the other adoptive parent has elected to take adoption leave. A separate policy is available in respect of adoption leave. To be eligible for ordinary paternity leave the employee must have 26 weeks' continuous service ending with the week in which the child's adopter is notified of having been matched with the child for adoption.

To qualify for ordinary paternity leave, the employee must also have, or expect to have, responsibility for the upbringing of the child and be making the request to help care for the child or to support the child's mother.

Ordinary paternity is granted in addition to an employee's normal annual holiday entitlement. Ordinary paternity leave must be taken in a single block of one or two weeks within eight weeks of the birth or adoption of the child. If the child is born early, it must be taken from the time of the birth but within eight weeks of the expected date of childbirth. Ordinary paternity leave can start either from the date the child is born or placed for adoption or from a chosen number of days or weeks after that date.

Employees who wish to take both ordinary paternity leave and shared parental leave must take their period of ordinary paternity leave first. An employee cannot take ordinary paternity leave if he/she has already taken a period of shared paternal leave in relation to the same child.

Pay during ordinary paternity leave will be at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate. However, employees whose average weekly earnings are below the lower earnings limit for national insurance contributions will not be eligible for ordinary statutory paternity pay.

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

Statutory paternity pay can start from any day of the week in accordance with the date the employee starts his/her paternity leave.

Time off for antenatal care

Employees have the right to take time off to accompany a pregnant woman with whom they are having a child at up to two antenatal appointments. This may be paid or unpaid at Management discretion. The time off is capped at 6 and a half hours for each appointment and there is no qualifying period before employees can use this right.

To be eligible to take this form of time off, the employee could be the husband or civil partner of the pregnant woman, or could be living with the pregnant woman in an enduring family relationship. In addition, the employee will be eligible for the time off if he is the biological father of the expected child. The antenatal appointment must be made on the advice of a registered medical practitioner, midwife or nurse. The organisation expects that normally no more than half a day is needed for an antenatal appointment, but the employee's leave includes the time needed to travel to the appointment and any waiting time needed at the appointment, and can be for a maximum of six-and-a-half hours on each occasion.

Employees who would like to make a request for time off to accompany someone at an antenatal appointment should in the first instance contact their Line Manager giving as much notice as possible of when he/she needs the time off for the antenatal appointment and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

5.6. Time Off for Dependants

1. Employees are entitled to take reasonable unpaid time off to deal with sudden or unexpected problems with a dependent. A dependent is a partner, child or parent who lives with the employee as part of his or her family or any other person who reasonably relies on the employee for assistance.

2. Reasonable time off will be granted in the following circumstances:

- for the birth, sickness, injury or death of a dependent;
- to make arrangements for the care of a sick or injured dependent or to make arrangements to deal with an unexpected disruption to care arrangements; or
- to deal with an unexpected incident involving the employee's child during school hours.

3. The right is only to deal with emergencies and to put care arrangements in place. This means that in the case of a dependent's illness, for example, the employee is not entitled to time off for the duration of the dependent's illness.

4. Employees are required to inform the employer as soon as practicable of their absence, the reason for it and how long they expect to be away from work.

5. There is no minimum service period for an employee to qualify for this right.

5.7. Adoption Policy

1. 1**.** Employees who adopt a child may be entitled to Adoption Leave and Statutory Adoption Pay. This right applies to both men and women.

2. The partner of an individual who adopts, or the other member of a couple adopting jointly, may be entitled to Paternity Leave and Paternity Pay.

3. When a couple adopts, it can choose who will take Adoption Leave and who will take Paternity Leave. Either sex can choose either type of leave.

4. Employees who meet the eligibility criteria are entitled to 26 weeks' Ordinary Adoption Leave and 26 weeks' Additional Adoption Leave, in order to care for a newly adopted child up to 18 years of age.
5. To qualify for Adoption Leave, an employee must:

- be newly matched with a child for adoption by an approved adoption agency;
- have notified the agency that the employee agrees that the child should be placed with him or her and agreed the date of placement;
- have worked continuously for the same employer for 26 weeks ending with the week in which the employee is notified of being newly matched with a child by the agency; and
- notify the employer of when he or she wants to take Adoption Leave no more than seven calendar days after being notified that he or she has been matched with a child.

6. Only one period of Adoption Leave will be available irrespective of whether more than one child is placed for adoption as part of the same arrangement.
7. Notification, Pay and Keeping in touch days are the same as that of Maternity Leave and Pay.
8. Time off to attend adoption appointments

From 5 April 2015, employees who are adopting a child are entitled to take time off to attend adoption appointments.

Where an employee is part of a couple jointly adopting a child, the couple can elect for one of them to take paid time off to attend up to five adoption appointments (under s.57ZJ of the Employment Rights Act 1996). The other can elect to take unpaid time off to attend up to two adoption appointments (under s.57ZL of the Employment Rights Act 1996).

The purpose of the appointment is to enable the employee to have contact with the child (for example, to bond with him/her before the placement) or for any other purpose connected with the adoption (for example, to meet with the professionals involved in the care of the child).

The appointment must have been arranged by or at the request of the adoption agency. The time off must be taken before the date of the child's placement for adoption with the employee.

The organisation may ask the individual for proof of the date and time of the appointment and that the appointment has been arranged by or at the request of the adoption agency (for example, a letter or email from the adoption agency).

The organisation may ask the individual to sign a declaration confirming that he/she has elected to exercise his/her right under either s.57ZJ or s.57ZL of the Employment Rights Act 1996 to take time off to attend an adoption appointment. The organisation will ask for the declaration on the first occasion on which the individual asks for time off to attend an adoption appointment.

5.8. Parental Leave Policy

A Introduction

1. All employees can take unpaid parental leave to look after their child's welfare, e.g. to:

- spend more time with their children
- look at new schools
- settle children into new childcare arrangements
- spend more time with family - e.g. visiting grandparents

2. Your employment rights(like the right to pay, holidays and returning to a job) are protected during parental leave.

3. The limit on how much parental leave each parent can take in a year is 4 weeks for each child (unless otherwise agreed).

4. You must take parental leave as whole weeks (e.g. 1 week or 2 weeks) rather than individual days, unless agreed otherwise or if your child is disabled. You don't have to take all the leave at once.

5. A 'week' equals the length of time an employee normally works over 7 days.

B Eligibility

1. Employees qualify if all of these apply:

- If you have been in the company for more than a year
- If you are named on the child's birth or adoption certificate
- You have or expect to have parental responsibility
- If you are not self-employed or a 'worker' - e.g. an agency worker or contractor
- If you are not a foster parent (unless they've secured parental responsibility through the courts)
- If the child is under 18

2. We will ask for proof (like a birth certificate) as long as it's reasonable to do so - e.g. we can't ask for proof each time an employee requests leave.

3. You must give 21 days' notice before their intended start date. If you or your partner are having a baby or adopting, it's 21 days before the week the baby or child is expected.

4. You must confirm the start and end dates in your notice. Unless we requests it, this doesn't have to be in writing.

C Postponing Leave

1. Leave can be postponed (delayed) if we have a 'significant reason' - e.g. it would cause serious disruption to the business.

2. If it's postponed, we will:

- write to you explaining why within 7 days of the original request

- suggest a new start date - this must be within 6 months of the requested start date
- not change the amount of leave being requested

If you have any questions relating to parental leave, please feel free to ask your manager.

5.9. Shared Parental Leave Policy

A Shared Parental Leave

1. You may be entitled to Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP) if:

- your baby is due on or after 5 April 2015
- you adopt a child on or after 5 April 2015

2. SPL and ShPP must be taken between the baby's birth and first birthday (or within 1 year of adoption).

3. You can start SPL if you are eligible and you or your partner end maternity or adoption leave or pay (or Maternity Allowance) early. The remaining leave will be available as SPL. The remaining weeks of pay will be available as ShPP.

4. You can share the leave with your partner if they're also eligible for SPL, and choose how much of the leave each of you will take.

B Eligibility for Shared Parental Leave

1. Sometimes only one parent in a couple is eligible to get Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP). This means that they can't share the leave between them.

2. If you are eligible then you can use SPL to book your leave in separate blocks even if your partner can't share it.

3. To qualify for Shared Parental Leave (SPL), you must share care of the child with either:

- your husband, wife, civil partner or joint adopter
- the child's other parent
- your partner (if they live with you and the child)

4. You or your partner must be eligible for maternity pay or leave or Maternity Allowance or adoption pay or leave.

5. You must also:

- have been employed continuously for at least 26 weeks by the end of the 15th week before the due date (or by the date you are matched with your adopted child)
- be employed by the same employer while you take SPL

C Your Partner's Eligibility

1. During the 66 weeks before the baby is due your partner must:

- have been working for at least 26 weeks (they don't need to be in a row)
- have earned at least £30 a week on average in 13 of the 66 weeks

2. They can be employed, self-employed or an agency worker.

D Taking Shared Parental Leave

1. If you are eligible and you or your partner end maternity or adoption leave and pay (or Maternity Allowance) early, then you can:

- take the rest of the 52 weeks of leave (up to a maximum of 50 weeks) as Shared Parental Leave (SPL)
- take the rest of the 39 weeks of pay or Maternity Allowance (up to a maximum of 37 weeks) as Statutory Shared Parental Pay (ShPP)

2. The mother must take a minimum of 2 weeks' maternity leave following the birth (4 if she works in a factory).

E Shared Parental Leave Pay

1. ShPP is paid at the rate of £140.98 a week or 90% of your average weekly earnings, whichever is lower.
2. This is the same as Statutory Maternity Pay (SMP) except that during the first 6 weeks SMP is paid at 90% of whatever you earn (with no maximum).

F Starting Shared Parental Leave

1. You or your partner can only start Shared Parental Leave (SPL) once the child has been born or adopted. The mother or adopter must have either:

- ended any maternity or adoption leave by returning to work
- given 'binding notice' (a decision that can't normally be changed) to their employer of the date when they plan to end any maternity or adoption leave
- ended maternity pay or Maternity Allowance (if they're not entitled to maternity leave, e.g. they're an agency worker or self-employed)

2. The mother or adopter must give notice to their employer (at least 8 weeks) to end maternity or adoption pay, or to Job Centre Plus to end Maternity Allowance.
3. You can start SPL while your partner is still on maternity or adoption leave as long as they've given binding notice to end it.
4. A mother can't return to work before the end of the compulsory 2 weeks of maternity leave following the birth (4 if she works in a factory).

G Notification Procedures for Shared Parental Leave

1. You must give your employer written notice of your entitlement to SPL and ShPP including:

- your partner's name
- start and end dates for maternity or adoption leave and pay
- the total amount of SPL and ShPP available and how much you and your partner intend to take
- confirmation that you are sharing childcare responsibility with your partner

2. You must also include a signed declaration from your partner stating:

- their name, address and National Insurance number
- that they satisfy the qualifying requirements for SPL and ShPP
- that they agree to you taking SPL and ShPP

3. After receiving this notice, your employer has 14 days if they want to ask for:

- a copy of the child's birth certificate
- the name and address of your partner's employer

4. You must provide this information within 14 days.

H Notice Period

1. You must give at least 8 weeks' notice of any leave you wish to take.
2. If the child is born more than 8 weeks early, this notice period can be shorter.
3. You have the right to book a maximum of 3 separate blocks of leave, although your employer can agree to more.

I Cancelling the decision to end Maternity or Adoption Leave

1. The mother or adopter may be able to change their decision to end maternity or adoption leave early if both:

- the planned end date hasn't passed
- they haven't already returned to work

2. One of the following must also apply:

- you find out during the 8-week notice period that neither of you is eligible for SPL or ShPP
- the mother or adopter's partner has died
- the mother tells her employer less than 6 weeks after the birth (and she gave notice before the birth)

J Shared parental leave in touch (SPLIT) days

1. You and your partner can both work up to 20 days during SPL. These are called 'shared parental leave in touch' (or SPLIT) days.
2. These days are in addition to the 10 'keeping in touch' (or KIT) days already available to those on maternity or adoption leave.
3. Keeping in touch days are optional - both you and your employer must agree to them.

K Blocks of Leave

1. You can book up to 3 separate blocks of Shared Parental Leave (SPL) instead of taking it all in one go, even if you aren't sharing the leave with your partner.
2. If your partner is eligible for SPL, you can take leave at different times - or both at the same time.
3. You must give your employer at least 8 weeks' notice before you want to begin a block of leave.

L Splitting Blocks

1. If your employer agrees, you can split blocks into shorter periods of at least a week.

5.10. Flexible Working Policy

1. All employees have the statutory right to request flexible working after 26 weeks employment service. It's known as 'making a statutory application.'
2. The basic steps for requesting flexible working are:

- You must write to us to inform us of your request for flexible working.
- We will consider the request and make a decision within 3 months - or longer if agreed.
- If we agree to the request, we must change the terms and conditions of your contract.
- If you put forward a request for flexible working, we will ensure to deal with your request in a reasonable manner. Examples of handling requests in a reasonable manner include:
- assessing the advantages and disadvantages of the application
- holding a meeting to discuss the request with you
- offering an appeal process

3. All decisions in relation to flexible working will be made with consideration of the following:

- If there will be any extra costs which will damage the business
- If the work can be reorganised among other staff
- If other people can’t be recruited to do the work
- If the flexible working will affect quality and performance
- If the business won’t be able to meet customer demand
- If there’s a lack of work to do during the proposed working times
- If the business is planning changes to the workforce

Any questions

1. If you have any questions about your right to request flexible working, then please contact your manager.

5.11. Equal Opportunities Policy

A Equal Opportunities

1. We:

- Provide equal opportunities to all employees throughout your employment — including in recruitment, training and promotion; and
- Eliminate discrimination in the workplace — whether on grounds of disability, gender, sexual orientation, marital or civil partnership status, race, colour, religion or belief, age, national or ethnic origin, gender reassignment, part-time status or fixed-term status.

2. Any allegations of discrimination on any of those grounds will be treated seriously, and dealt with confidentially and speedily.
3. We will not ignore, or treat lightly, grievances or complaints from members of a particular group on the assumption that they are over-sensitive about discrimination.

B Job adverts

1. It is our policy to take all reasonable steps to employ and promote employees on the basis of their abilities and qualifications without regard to any of: disability, gender, sexual orientation, marital or civil partnership status, race, colour, religion or belief, age, national or ethnic origin, gender reassignment, part-time status or fixed-term status or the number of years' experience (unless we can justify this).
2. When advertising job vacancies we aim to attract applications from all sections of the community. To achieve that, we will as far as reasonably practicable:

- Ensure that advertisements are not confined to those areas or publications which would exclude or disproportionately reduce the numbers of applicants of a particular group.
- Avoid prescribing any requirements which would exclude a higher proportion of a particular group — unless those requirements are essential to the post.
- Avoid setting any rules about marital status or civil partnership status.
- Avoid any references to age, number of years' experience or words implying a particular age requirement, in the job advert or candidate specification — unless we can justify this.

3. If a particular qualification is required, then:

- we will (if possible) state that a fully comparable qualification obtained overseas is as acceptable as a UK qualification; and
- if the requirement for that qualification may disadvantage any particular age group or section of the community, we will state that we will (if possible) accept an equivalent qualification.

4. If vacancies are filled by promotion or transfer, then we will publish them to all eligible employees in a way that does not restrict applications from employees of any group.
5. We will not recruit new employees solely on the recommendation of an existing employee.
6. If we advertise and recruit through recruitment agencies, then we will ensure that our instructions to the agency do not discriminate against any group or section of the community, ensuring that we attract applicants from all sections and groups of the community.

C Job descriptions and person specifications

1. We will make sure, as far as we are able to, that any job description or person specification does not contain any words or criteria that could infer that we require someone of a particular category or group in the community.

D Job applications and interviews

1. We will, as far as is reasonably practicable, remove references to age, date of birth, requests for photographs and information on periods and dates in job applications — unless it is absolutely necessary (for example, to establish a continuing work pattern).
2. All job applications will be treated equally and will be processed in exactly the same way.

3. The managers responsible for short-listing, interviewing and selecting candidates will be clearly informed of the selection criteria, and of the need for their consistent application. They will be trained and guided to ensure that their decisions are based on skill, capability and potential.
4. All questions put to applicants at interview will relate to the requirements of the job. If it is necessary to assess whether personal circumstances will affect the performance of the job (for example, if the job involves unsocial hours or extensive travel), then this will be discussed objectively, without detailed questions based on assumptions about any of: disability, gender, sexual orientation, marital or civil partnership status, race, colour, religion or belief, age, national or ethnic origin, gender reassignment, or domestic responsibilities.

E Selection criteria etc.

1. When assessing the suitability of a candidate for a particular post, no decisions will be taken which cannot be objectively justified in the particular circumstances. Instead, the selection of new staff will be based on the job requirements and the individual's suitability and ability to do, or to train, for the job in question.
2. We will not disqualify an applicant because the applicant is unable to complete an application form unassisted — unless the applicant's ability to complete the form is a valid test of the standard of English required for the effective performance of the job.
3. We give full and fair consideration:

- to applications for employment from disabled people.
- to providing disabled people with appropriate training, development and promotion prospects, equivalent to those suitable to other employees.

4. We will not, as far as we are able, refer to policies or contractual terms which may be discriminatory in our offer letter.

F Terms of employment, benefits, facilities and services

1. All terms of employment, benefits, facilities and services will be reviewed from time to time, to ensure that there is no unlawful discrimination on any grounds.
2. We will ensure that we do not provide additional benefits based on length of service with us (or in a particular post with us) of more than five years — unless the benefit can be justified on business grounds.
3. We are committed to the principle of equal pay for all our employees. We review all terms of employment in respect of pay with this in mind.

G Management responsibilities

1. Managers have a responsibility to ensure equal opportunities and to prevent discrimination at all levels.

2. They will not themselves differentiate on illegal grounds between those over whom they have authority in the exercise of their managerial role.
3. Managers may have been given authority to exercise their discretion in certain situations. They must:

- do so, on the basis of justifiable objective criteria and not on the grounds of disability, gender, sexual orientation, marital or civil partnership status, race, colour, religion or belief, age, national or ethnic origin, gender reassignment, part-time status or fixed-term status.
- maintain accurate written records about any matters in respect of which they exercise discretion.

4. Managers are responsible for:

- Taking steps to ensure that discriminatory behaviour does not occur.
- Ensuring that the employees for whom they are responsible know that discriminatory behaviour is unacceptable.
- Knowing what to do if discriminatory behaviour occurs.

5. **Response to discriminatory behaviour** If a Manager becomes aware that discriminatory behaviour has occurred, then he or she is responsible for responding appropriately and in accordance with our procedure. If the Manager is unable to deal with the matter for any reason, then they should refer the matter to their Line Manager, who will take steps to implement the procedure.
6. Discriminatory behaviour is never to be ignored or trivialised. All complaints must be treated seriously and responded to in accordance with our procedure. If you as a Manager or Line Manager do not carry out your duties in respect of equal opportunities, then this may result in disciplinary action being taken against you.

H Promotion, transfer and training

1. We will take appropriate steps to ensure the proper training, supervision and instruction of Managers in order to:

- Familiarise them with our Equal Opportunities Policy.
- Help them identify discriminatory acts or practices.
- Ensure that they promote equal opportunity within the areas of the organisation for which they are responsible.

2. All people responsible for selecting employees for training of any type, or for transfer to other jobs, will be instructed not to discriminate on any grounds.
3. If a promotional system operates, then the assessment criteria will be examined to ensure that they do not discriminate against a particular group.
4. If general ability and personal qualities are the main requirements for promotion to a post, then care will be taken to consider favourable candidates of all types with different career patterns and general experience.

5. The **Appraisal System** will be reviewed from time to time to assess how it is working in practice.

I Monitoring equal opportunity

1. **Review processes** To ensure the effectiveness of our **Equal Opportunities Policy**, we will monitor the composition of our workforce, applicants for promotion, training and job applicants. The result of the monitoring will be regularly reviewed.
2. If information given as part of this monitoring process identifies individuals, then it will be:

- treated in the strictest confidence;
- anonymised or processed in accordance with the Data Protection Act 1988;
- used solely for monitoring purposes.

3. We will regularly monitor the effects of selection decisions and personnel practices and procedures to assess whether equal opportunity is being achieved.
4. **Review criteria** From time to time, we will review the selection criteria and procedures for recruitment, training, transfer and promotion to make sure that they do not include requirements or conditions which constitute, or may lead to, unlawful indirect discrimination.
5. **Steps taken after reviews** If any review shows that a particular group has been under-represented in particular work, then we will (if appropriate and reasonably practicable), take the following measures:

- Place job advertisements which are designed to reach members of these groups, and to encourage their applications.
- Undertake recruitment and training schemes for school leavers designed to reach members of these groups.
- Encourage employees from these groups to apply for promotion or transfer opportunities.
- Provide training for promotion or skill training for employees of these groups who lack particular expertise but show potential.
- Take other necessary remedial action to: rectify any obvious imbalance in the groups undertaking particular work; or to help us plan for a future problem which is shown to arise by the data, for example, a retirement peak.

5.12. Bullying and Harassment Policy

A Policy Statement

1. It is our policy to take all reasonable steps to ensure the protection of the dignity of all our employees, and to prevent harassment occurring on any grounds.
2. We will take all necessary steps to implement this Policy and ensure its effectiveness — including providing this and other information to employees.
3. You have a duty to co-operate with us to ensure:

- that the Policy is effective.
- that your colleagues are treated with respect and dignity.
- that your colleagues are free from harassment, intimidation and other forms of bullying at work.

4. You should discourage harassment in the workplace:

- by making it clear to the perpetrator (wherever possible) that you find their discriminatory behaviour unacceptable; and
- by supporting colleagues who suffer such treatment.

5. Harassment pollutes the working environment and can have a devastating effect on the health, confidence, morale and performance of those affected by it. It may also have a damaging effect on other staff who are not the object of unwanted behaviour.
6. All staff are entitled to a working environment which respects their personal dignity and which is free from such objectionable conduct.
7. Harassment is a disciplinary offence and incidents will be dealt with under our **Disciplinary Procedure**.
8. We will deal with all complaints seriously, promptly and confidentially. Complaints that are made in bad faith will be dealt with under our **Disciplinary Procedure**.

B What is Harassment?

1. Harassment is unwanted conduct — physical, verbal or non-verbal — that:

- is on the grounds of disability, gender, sexual orientation, marital or civil partnership status, race, colour, religion or belief, age, national or ethnic origins, gender reassignment, HIV positive or AIDS status; and

- which has the effect, or purpose, of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

2. It does not matter:

- whether the conduct is directed at that person — it is still harassment even if it is directed at someone else, or a group, or groups.
- whether the conduct relates directly to the person troubled by the conduct.
- whether the incident is a series of incidents or a single incident.
- about the motive behind the behaviour. In fact, the motive is irrelevant. What matters is the impact of the behaviour on the recipient — even more so once it has been made clear that it is regarded by the recipient as offensive. (Even so, behaviour can be discriminatory even if the recipient has not made this clear).

3. Examples of harassment include:

- Physical conduct — ranging from touching to serious assault.
- Verbal and written harassment — for example, through jokes, remarks, offensive language, gossip or threats.
- Visual displays — for example, posters, graffiti, obscene gestures, emblems, emails and materials downloaded from the Internet.
- Isolation or non-co-operation at work, including social and other events away from our premises — for example, it may constitute harassment if an older person is excluded from a social event, even a casual drink after work.
- Exclusion from social activities.
- Coercion — including pressure for sexual favours.
- Intrusion — pestering or spying.
- Inappropriate entries on the internet e.g. Facebook or chat room entries
- This list is not exhaustive.

C Complaints Procedure

C.1. Informal Approach

1. If you are the victim of harassment, then you should consider whether you can resolve the problem informally — if you feel this is possible. This can be worth doing — sometimes the person concerned may be unaware that their behaviour is unacceptable to you.

For example, it might be possible (and sufficient) to explain clearly and unambiguously to the person concerned that the behaviour in question is not welcome, that it is offensive, makes you feel uncomfortable or interferes with your work. If this is pointed out at an early stage, then the problem may be resolved.

2. If you feel it is too difficult or embarrassing to speak to the person concerned, then you might consider asking a sympathetic friend or work colleague to speak with the person concerned, or ask them to support you when you speak to the person.

3. However, if these informal approaches are not possible or effective, then you should follow the formal procedure set out below. Every effort will be made to resolve the complaint speedily.

C.2. Formal Approach

1. **Written complaint**

You should make a formal complaint in writing to your Line Manager setting out the details of the unwanted conduct. You may make the complaint to another member of management if either:

- you do not feel it is appropriate to go to your Line Manager; or
- you feel that it would be difficult to discuss the matter with them.

2. **Investigation**

Once you have made your complaint, it will be investigated in accordance with our **Grievance Procedure**. Even though we understand that it may be difficult for you, to help us deal with your concerns, you should be prepared to provide sufficient information so that the alleged incident(s) can be fully investigated.

The investigation will be carried out with all due respect for the rights of both you and the alleged harasser. At any stage during the investigation, both you and the alleged harasser may be accompanied or represented by a colleague or a Trade Union representative.

3. **In Confidence**

Confidentiality will be maintained throughout the investigation. If it is necessary to interview witnesses, then the importance of confidentiality will be emphasised to them.

4. **Possible Disciplinary Procedure**

If, after the investigation, we consider that there is on the face of it behaviour amounting to harassment, then the alleged harasser will be taken through our **Disciplinary Procedure**. This means that the alleged harasser will be given full details of the nature of the complaint, and will be given every opportunity to respond.

5. **Possible Disciplinary Action**

If your complaint is found to be valid, then we will take such disciplinary action as is appropriate in the circumstances.

6. If it is necessary to relocate or transfer one party, we will consider allowing you to choose whether you wish to remain in post or be transferred to another location.
7. **Monitoring**

If appropriate, then we will monitor the situation to ensure that the harassment has stopped.

8. **Other Possible Action**

Even if your complaint is found to be not valid, then we will consider possible arrangements which mean that you and the alleged harasser do not have to continue to work together. This might include transferring either you or the alleged harasser, or rescheduling work.

5.13. Alcohol and Drug Abuse Policy

A Policy Statement

1. We take our responsibility to provide a safe and healthy working environment very seriously.
2. Part of our responsibility includes ensuring, within reason, that the people who work for us are competent to perform their duties.
3. You also have a duty to take care of your own health and safety, that of your colleagues and that of anyone else who is affected by the way we operate our business.
4. Consuming alcohol or drugs — whether during or outside normal working hours — can impact on how you perform your duties. Therefore, it may affect your health and safety and the health and safety of others. This is of particular concern if you are using potentially dangerous equipment and chemicals, or driving.
5. For those reasons, we have introduced this Policy on Alcohol and Drugs.
6. The following rules apply to all members of staff. If anyone breaks any of the rules, then they will be subject to our:

Disciplinary Procedure.

Absence and Poor Performance Procedure.

7. **Any Questions**

If you have any queries or concerns about the operation of the Policy, or are concerned that you may be dependent on alcohol or drugs, then you should speak in confidence to your Line Manager.

B General Rule

1. We will treat you sympathetically if you approach us about your drug or alcohol issues. We will try to help you with your issue so you can keep working for us.
2. However, if during working hours you are found to have consumed, or to have been under the influence of any intoxicating liquor, illegal or other drugs, or any other substance that may affect your performance, or the health and safety of yourself or others, then we are likely to take action against you under our **Disciplinary Procedure** or **Absence Procedure**.

C Alcohol

1. You must not consume any alcoholic drinks during any meal breaks or rest breaks or when waiting to come on duty.
2. Under no circumstances may you bring any alcohol to your place of work or to your vehicles.
3. It will be regarded as gross misconduct to be under the influence of alcohol when driving one of our vehicles.
4. It is strictly forbidden to come to work under the influence of alcohol.

D Alcohol Dependency

1. If you admit to alcohol dependency, and seek help, then we will treat you sympathetically.
2. Even so, you will still be required to comply with these rules at all times. This is because your own health and safety, the health and safety of others or our reputation could be affected.

E Drugs

1. It is a criminal offence to use, possess or deal in any illegal drugs or other controlled substances.
2. Normally, anyone involved in any of those activities when on duty will be dismissed for gross misconduct. We also reserve the right to call in the police.
3. You also need to read the **rules on searching employees**.
4. Anyone convicted outside work of any offence in connection with controlled substances will be dealt with under our **Disciplinary Procedure**. However, they will not be automatically dismissed. In making any decision, we will consider matters such as the nature of the conviction and the sentence, whether the conviction affects the employee's ability to do the job and the effect on our reputation.

F Drugs Dependency

1. If you admit to a problem with controlled substances, and seek help, then we will treat you sympathetically. Even so, you will be required to agree to refrain from any involvement or use of any controlled substances when at work.

G Use of Prescribed Drugs

1. If you are taking prescribed medication, then you must ask the person who prescribes the drugs whether there are any side effects to taking the drug.
2. You should let your Line Manager know if those side effects will or are likely to have an effect on your ability to do your job.
3. If we have any concerns for your health and safety whilst you are taking the prescribed drugs, or for the health and safety of colleagues, then your Line Manager will consider whether it is possible to assign you to alternative duties.
4. You should of course continue to take any medication prescribed by your doctor.

H Screening for Alcohol and Drugs

1. It may be necessary for you to undergo screening for alcohol and drugs if there is reasonable cause. This would include:

- any accident at work in which we suspect alcohol or drugs played a part.
- any other case in which we have reasonable grounds for suspecting that you may be under the influence of alcohol or drugs.
- if we suspect that because of alcohol or drugs you are not fit to perform your duties, or that allowing you to perform your duties may constitute a risk to safety.

2. You will be expected to comply with all reasonable requests:

- to undergo a breath test, or any blood or urine tests as we regard are reasonably necessary.
- to authorise disclosure of the tests to us.

3. If, without good reason, you do not comply with a request to be breathalysed or to undergo a blood or urine test, then:

- we will treat this as a refusal to comply with a reasonable request. This may result in action being taken against you under our **Disciplinary Procedure**.
- we will have to decide about your fitness to work without the benefit of a proper test being undertaken.

I Unfitness for Work

1. If we consider you unfit for work due to alcohol or drugs, then you will be required to return home. You will not be paid for this absence.
2. When you are in a fit state to return to work, your Line Manager will conduct a counselling interview with you. In the interview, you will be asked to give your own account. In appropriate circumstances, we may reinstate your salary for the period you were absent.

5.14. Health and Safety Policy

A Policy Statement

1. We recognise that we have a responsibility to ensure that all reasonable precautions are taken to provide and maintain working conditions that are safe, that are healthy, and that comply with all statutory requirements. The following information is a summary of your and our obligations.
2. Other specific rules relating to health and safety matters will be issued to employees from time to time. They must always be followed.

B Your Duties

1. You — and all our employees — have a legal responsibility to co-operate with management and do everything you can to prevent injury to yourself, to your fellow employees and to others affected by your actions or omissions at work.
2. You are expected to follow our procedures — and in particular, to report any incident that has, or may have, led to injury or damage to your Line Manager who will immediately inform a representative of the Senior Management Team.
3. If you are faced with a conflict between the demands of safety and your job, then you must raise the matter immediately with your Line Manager.
4. If you have reason to doubt your capability to deal with or undertake a task, then you must raise the matter immediately with your Line Manager.

C Accidents at work and First Aid

1. If you witness an accident at work, you must make sure that:

- The accident victim is being cared for appropriately.
- A doctor or an ambulance (or both) has been summoned, if appropriate.
- You do not move the victim unless you are sure that it is safe to do so.
- You report the full details of an accident immediately in the Accident Book.
- You should not attempt to carry out first aid on a fellow employee or child or visitor to the building — unless:
- you are a qualified first-aider; or
- a qualified First Aid Officer cannot be contacted and the situation is urgent.

2. **Accident Book**

We have a duty to report all absences from work of three days or more as a result of an accident at work. You must therefore report any accidents or near misses through the Health and Safety Management process.

3. **First Aid Officer**

You need to know who your First Aid Officer is. You can find out who your First Aid Officer is by asking your Line Manager or notice boards.

4. **Equipment**

First Aid equipment is provided on all our premises where there are first aiders trained.

D Fire

1. Whilst on client sites you must ensure that fire exits are kept clear from obstructions.
2. You need to know:

- your evacuation route and assembly point in case of fire
- the identity of the Fire Wardens

3. If you discover a fire, then you should:

- Leave the building immediately by the nearest available exit.
- Not run.
- Not delay to collect personal belongings.
- Not re-enter the building until instructed to do so by a Fire Warden.

4. You must respond appropriately if the fire alarm system is operated. Tests will be carried out on the fire alarm system from time to time on a random basis.

E Electrical Equipment

1. Electrical equipment is normally safe, provided it is properly installed and regularly inspected. No-one should use non company equipment that is unlabelled with a Pat Certification on the plug.
2. You should remember that:

- water and liquids are conductors of electricity.
- your association with faults caused by (for example) damaged cables, flexes, plugs and sockets and the overloading of circuits and fuses would make an electric shock more severe.

3. You should therefore:

- Never touch electrical equipment with wet hands.
- Never move any portable electrical equipment without disconnecting it from the mains.
- Never make electrical repairs or do other electrical work unless you are an authorised person.
- Always keep electrical supply cables and flexes away from wet areas, or from where they will be damaged by being walked over or knocked when moving equipment about.
- Always switch off all equipment when not required, unless continuous operation is necessary.
- Always disconnect all electrical equipment at night by removing the plug from the socket, again unless continuous operation is necessary (or you are instructed otherwise).
- Always report defective equipment to your Line Manager.
- Immediately inform your Line Manager if you become aware that wires are frayed, plugs are not connected correctly or wires are loose. If you are in doubt at all, then do not

continue to use the equipment.

4. You must not carry out, or attempt to carry out, repair work on any piece of electrical equipment unless you are competent and your Line Manager has authorised you to do so.

F Security

1. If you are at work outside normal office hours — for example, early mornings, late evenings or at night — or if you are working alone, then you need to comply with the security rules published within the safety manual. Should you need further information, please discuss with your Line Manager.

G Working at Heights and Reaching

1. Do not attempt to obtain items that are beyond your reach.
2. If you cannot reach something, you should get a ladder or stepping stool. Before you use it, you should make sure it is in a safe condition to use. You should never overreach on the ladder or stepping stool. It is safer to get down and move the ladder.
3. You should not under any circumstances use chairs, open drawers or any makeshift device for climbing, or climb up the shelves themselves.

5.15. Data Protection Policy

A Personal Information

1. The following information is kept in respect of all employees:

Payroll number

Surname

Forenames

Address

Postcode

Telephone Numbers

Email addresses

Date of Birth

National Insurance Number

Position held

Date of start of employment

Date of Contract or Terms and Conditions of Employment

Current Salary

Previous salaries

Details of other benefits

Details of any appraisals

Details of any pay reviews

Details of any grievances lodged

Detail of any disciplinary or capability action which has not expired.

2. The following additional information may be held if relevant:

- Sickness/medical records and reports;
- Trade Union Membership; and
- Any Criminal Record.

B Storage of Personal Information

1. All records are kept in a secure filing cabinet.
2. Only Payroll and Managers has access to that information; however we will make this information accessible to any external audits that are legally required.

C The Data Controller

1. The Data Controller is responsible for the security of personal information. The current Data Controller is Human Resources.
2. If you have any questions about Data Protection matters, then contact the Data Controller.

D Recording Personal Information

1. To comply with the **Data Protection Act 1998**, if we are to keep personal data about any employee or other individual in connection with us, then we must record it in an official way.
2. If in exceptional circumstances it is not possible for you to comply with this requirement and it becomes necessary to make an informal note of personal data, then you should transcribe that note into the official file as soon as possible. You need to include a full

explanation of any opinion you express. The transcript should contain the name of the person making it and it should be signed and dated by that person and filed appropriately.

E Your access to your Personal Information

1. You may be entitled, on request, to a description of the data that we hold about you. You should make your request to the Data Controller.
2. You may be entitled to see a copy of your personnel records that we keep. If you wish to see a copy, then you should ask the Data Controller. You are however not entitled to see references provided by us, or confidential management information.
3. The Data Controller may request certain information to assist in locating the records, or to verify your identity.
4. The Data Controller may have to charge a fee of £10.00 for providing access to certain types of information. You will be informed of any cost before your request is dealt with. Cheques should be payable to your Line Manager. A fee may be charged for each request made.
5. A response to such a request will be provided within 40 days of your written request to the Data Controller.

F Complaints

1. If you have any complaint arising out of the way we have processed personal information about you, then you should raise it with the Data Controller in the first instance.
2. You have the right to demand that any incorrect data is rectified or destroyed.
3. You have the right to demand that irrelevant data is destroyed.
4. If you are not happy with the response from the Data Controller, you should follow our **Grievance Procedure**.

G Disclosure of Information

1. We will not disclose personal information about you to a third party without your consent — unless disclosure is required or permitted by law, or for staff administration purposes.
2. You must not disclose information about any other previous, potential or existing employee to a third party — unless you are authorised to do so, or you have the express authorisation of the Data Controller.
3. Unauthorised disclosure will be dealt with under our **Disciplinary Procedure**. It may also be a criminal offence.
4. Any request for information by a third party must be submitted in writing and referred to the Data Controller.

5.15. Whistle Blowing Policy

A Introduction

1. We conduct our business with the highest standards of integrity and honesty. We expect all employees to maintain the same standards. We therefore encourage an open culture in our dealings between our managers, employees and all people with whom we engage in the course of our business.
2. You are encouraged to report any wrongdoing by us or our employees that falls short of our business principles. However, we recognise that you may not always feel comfortable about discussing your concerns internally — especially if you believe we are responsible for the wrongdoing.
3. The aim of this Policy is to ensure that:

- you feel confident that you can raise any matter that concerns you.
- you know that if you do, it will be taken seriously and treated as confidential.
- you know that no action will be taken against you as a result.

4. You are encouraged to use the procedure set out below if you have any concerns at all about wrongdoing at work — including: any criminal offence, a failure to comply with legal obligations, a miscarriage of justice, a health and safety danger, an environmental risk or a concealment of any of these.

B Who should use this Procedure?

1. Any person who works with us, or for us, should use this Procedure. This includes anyone:

- employed directly by us.
- staff supplied by an employment agency.
- individuals who work for us in the capacity of independent contractors.

C Subject matter of Disclosures

1. You are encouraged to disclose any matter concerning the conduct of our business which leads you to believe that malpractice is occurring, may occur, or has occurred. In particular, you should disclose the occurrence or likely occurrence of any of the following:

- The commission of a criminal offence.
- Any failure to comply with a legal obligation or regulatory requirement applicable to the business.
- Any risk to health and safety.
- Any damage to the environment.
- The concealment of information that reveals any of the above matters.

D Procedure

1. **Who**

Normally, you should raise your concerns with your Line Manager. However, if the activity you wish to report involves your Line Manager, or you think that it is inappropriate to disclose your information directly to your Line Manager for any reason, then you should raise your concerns with

any director or manager.

2. **Confidential**

Any disclosure under this procedure will be treated as completely confidential and will not result in any report to anyone within our organisation unless you agree to the contrary.

3. **Anonymous**

You may raise any concerns under the procedure anonymously, in writing, to the appropriate person. However, if you remain anonymous, then this may hamper our ability to investigate your concerns.

4. **Investigation**

We will investigate the matter you have raised as soon as is reasonably practicable. You will normally be contacted to confirm that this investigation is being undertaken. You may be requested to put your concerns in writing or to attend as a witness during any stage of the investigation. If you are requested to attend, then you will normally be permitted to be accompanied by an appropriate colleague, or Trade Union Representative.

5. **Outcome**

If possible, you will be informed of the outcome of the investigation and of any action that is proposed to rectify any established malpractice.

6. **Dissatisfied**

If you are unhappy about the speed or conduct of the investigation or the way in which the matter has been resolved, then you should confirm your concerns in writing under our **Grievance Procedure**.

7. **Protecting you**

If you believe you are being subjected to a detriment by any person within our organisation as a result of you raising concerns under this procedure, then you must immediately inform your Line Manager or any director or manager and appropriate action will be taken.

8. **External authorities**

There may be matters that cannot be dealt with internally. In that case, external authorities will need to become involved. If this is necessary, then we reserve the right to involve them without your consent. We will not disclose you as the source of the information — unless you agree otherwise.

9. **Good faith**

If we have good reason to believe that you have not invoked this procedure in good faith (for example, for malicious reasons or to pursue a personal grudge against another employee), then this will constitute misconduct and will be dealt with under our **Disciplinary Procedure**.

5.16. Adverse Weather and Disruption

1. This policy applies where it becomes impossible or dangerous for employees to travel in to work because of:

- extreme adverse weather such as heavy snow
- industrial action affecting transport networks; or
- major incidents affecting travel or public safety

2. On these occasions we recognise that a flexible approach to working arrangements may be necessary to accommodate the difficulties employees face and to protect health and safety, while still keeping the business running as effectively as possible.

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

A Travelling to Work

1. Employees should make a genuine effort to report for work at their normal time. This may include leaving extra time for the journey and/or taking an alternative route. Travel on foot or by bicycle should be considered where appropriate and safe.

2. Employees who are unable to attend work on time or at all should telephone their Manager before their normal start time on each affected day.
3. Employees who are unable to attend work should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police,

transport providers or the internet. If conditions improve sufficiently, employees should report this to their Manager and attend work unless told otherwise.

4. Employees who do not make reasonable efforts to attend work or who fail to contact their manager without good reason may be subject to disciplinary proceedings for misconduct. We will consider all the circumstances including the distance they have to travel, local conditions in their area, the status of roads and/or public transport, and the efforts made by other employees in similar circumstances.

B Alternative Working Arrangements

1. Employees may be required to work from home, where possible, or from an alternative place of work, if available. Managers will advise them of any such requirement. Such employees will receive their normal pay.

2. Employees who are able to work may sometimes be expected to carry out additional or varied duties during such periods. However, employees should not be required to do anything they cannot do competently or safely.

C Late Starts and Early Finishes

1. Employees who arrive at work late or who ask to leave early will usually **be expected to make up any lost time.** Managers have the discretion to waive this requirement in minor cases or (in the case of lateness) where they are satisfied the employee has made a genuine attempt to arrive on time.

2. Managers have the discretion to allow staff to leave early and should have regard to the needs of the business and the employee's personal circumstances.

3. Where half the normal working day or more is lost this will be treated as absence and dealt with as set out below.

D Absence and Pay

1. Employees who are absent from work due to extreme weather or other disruptions to travel are not generally entitled to be paid under their contract.

2. Absence, in all other cases, can be treated in a variety of ways. Employees should discuss their preference with their Manager, who retains overall discretion in the matter. A number of options are set out below:

- Treating the absence as annual leave
- Making up the lost hours within a reasonable time
- Treating the absence as special unpaid leave

3. If, in exceptional circumstances, we decide to close the workplace, employees will be paid as if they had worked their normal hours.

E School Closures and other Childcare Issues

1. Employees may be prevented from working by a disruption to childcare arrangements because a nanny or child minder is unavailable or because a school or nursery has been closed. In such cases employees may have a statutory right to reasonable time off without pay and should refer to our Time Off for Dependants Policy.

5.17. Social Media Policy

1. The Company recognises that many employees use the internet for personal purposes and that many employees participate in social networking on websites such as Facebook, Twitter, Myspace, LinkedIn, Bebo and Friendster.

2. The purpose of this policy is to outline the responsibilities of employees using the internet to access social networking websites.

A Personal Conduct

1. The Company respects an employee's right to a private life. However, the Company must also ensure that confidentiality and its reputation are protected. It therefore requires employees using social networking websites to:

- refrain from identifying themselves as working for the Company
- ensure that they do not conduct themselves in a way that is detrimental to the employer
- take care not to allow their interaction on these websites to damage working relationships between members of staff and clients of the Company

B Responsible use of Social Media

1. The following sections of the policy provide staff with common-sense guidelines and recommendations for using social media responsibly and safely.

C Protecting our Business Reputation

1. Staff must not post disparaging or defamatory statements about:

- our organisation
- our clients
- suppliers and vendors
- other affiliates and stakeholders

2. Staff should also avoid social media communications that might be misconstrued in a way that could damage our business reputation, even indirectly.

3. Staff should make it clear in social media postings that they are speaking on their own behalf. Write in the first person and use a personal e-mail address when communicating via social media.

4. Staff are personally responsible for what they communicate in social media. Remember that what you publish might be available to be read by the masses (including the organisation itself, future employers and social acquaintances) for a long time. Keep this in mind before you post content.

5. If you disclose your affiliation as an employee of our organisation, you must also state that your views do not represent those of your employer. For example, you could state, "the views in this posting do not represent the views of my employer". You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.

6. Avoid posting comments about sensitive business-related topics, such as our performance. Even if you make it clear that your views on such topics do not represent those of the organisation, your comments could still damage our reputation. If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from making the communication until you discuss it with your manager.
7. If you see content in social media that disparages or reflects poorly on our organisation or our stakeholders, you should contact your manager. All staff are responsible for protecting our business reputation.

D Respecting Intellectual Property and Confidential Information

1. Staff should not do anything to jeopardise our valuable trade secrets and other confidential information and intellectual property through the use of social media.

2. In addition, staff should avoid misappropriating or infringing the intellectual property of other companies and individuals, which can create liability for the organisation, as well as the individual author. Do not use our logos, brand names, slogans or other trademarks, or post any of our confidential or proprietary information without prior written permission.

E Respecting Colleagues, Clients, Partners and Suppliers

1. Do not post anything that your colleagues or our customers, clients, business partners, suppliers, vendors or other stakeholders would find offensive, including discriminatory comments, insults or obscenity.

2. Do not post anything related to your colleagues or our customers, clients, business partners, suppliers, vendors or other stakeholders without their written permission.

5.18. Monitoring Policy

A What will be Monitored?

1. Employee monitoring covers monitoring of employees' use of telephones, fax, e-mails, internet use and recording of images of employees by video. Monitoring may include the following:

- Monitoring lateness by video cameras;
- Checking e-mails to ensure the system is not abused;
- Checking websites visited by employees using Company systems; and
- Recording telephone calls.

2. The Company will not monitor employees without their knowledge, unless the Company has reason to believe that employees are engaged in criminal activity.

3. In such instances, any monitoring will take place under the guidance of the Police and will be carried out in accordance with the Data Protection Act 1998.

B What the Company will do

1. The Company reserves the right to introduce monitoring from time to time. Before doing so, the Company will:

- identify the purpose for which the monitoring is to be introduced;
- ensure that the type and extent of monitoring is limited to what is necessary to achieve that purpose;
- where possible, consult with affected employees in advance of introducing the monitoring; and
- weigh up the benefits the monitoring is expected to achieve against the impact it may have on employees.

2. The Company will ensure employees are aware of when, why and how monitoring is to take place and the standards they are expected to achieve.

C Disciplinary Action

1. If disciplinary action results from information gathered through monitoring, the employee will be given the opportunity to see or hear the information in advance of the disciplinary meeting and make representations about it.

D Data Collection

1. The Company will ensure data collected through monitoring is kept secure, and access is limited to authorised individuals.

2. If the Company monitors telephones it will make employees aware of this. The Company will make available upon request a telephone in a private area, not subject to monitoring, for employees to make urgent personal calls.

5.19. Company Vehicles

A Introduction and Purpose

1. This document details the main features of the Company’s Motor Vehicle policy. All those employees that have reason to drive a company vehicle should be familiar with its contents. It is important for all concerned to fully understand their responsibilities and implications of the scheme to the company and employees.

2. This policy document covers the use of company owned or leased vehicles.

3. At its sole discretion, the Company reserves the right to change any or all of its operating principles and practices in respect of company vehicles.

B Driver’s General Responsibilities

1. Drivers of “company” vehicles, whether these vehicles are company cars, or vans have an absolute responsibility for knowing and complying with the law covering the vehicle itself and driving on the public highway.

2. It is the driver’s responsibility to ensure that any vehicle that they are driving are in a roadworthy condition before use. Driver’s should drive in a competent and considerate manner, and should not drive excessive distances without appropriate rest breaks.

3. The use of mobile telephones while driving, even on hands free equipment is not condoned by the company. If you need to receive or make a call – stop the car at an appropriate location, switch off the engine and take/make the call.

C Driver Requirements

1. On becoming eligible for a company vehicle, each employee is required to complete a driver appraisal form and submit this, together with a copy of his or her driving licence.

2. Changes in details (specifically these relating to their licence and ability to driver) must be notified immediately.
3. All drivers of company vehicles will be asked to submit a copy of their full driving licence on an annual basis to the Company.

D Driver Responsibility

1. The authorised driver is responsible for ensuring that the vehicle is maintained in a safe, roadworthy condition and conforms to legal requirements.

2. It is essential - and may be required by law and by our insurers - that you pay particular attention to tyre tread depth and pressure, as well as maintaining the correct levels of engine oil, radiator coolant, battery and other fluid levels. Light bulbs, windscreen condition and windscreen wiper condition are all items, which require regular attention.

3. If through failing to maintain these checks, a fine is incurred it will be the responsibility of the driver.

4. The Company’s believe that the company vehicle is a reflection of the company’s image so ask that the vehicles be cleaned inside and out on a frequent basis, at the drivers expense, and are always driven within the legal limits, safely and courteously.

E Other issues which may be highlighted

1. Where vehicle management data highlights employees driving company vehicles for personal use, managers should meet with the employee concerned to investigate the

frequency and reasons for private journeys. Should an employee be found to be driving company vehicles privately and falsifying records the Company will investigate the matter which may result in formal disciplinary action. The private use benefit will also be reported to HMRC.

F Persistent speeding

1. Where data on an exception report highlights an employee who is speeding the manager will raise the employee awareness to this and explain that there is data indicating this. It will be explained that the driving behaviour will be monitored and they should be aware of the speed limits wherever they are driving and that they should ensure there is no further speeding.

2. If an employee continues to speed the manager will formally meet to investigate the reasons for speeding following which disciplinary action could be an outcome.

G Mobile Phones

1. Mobile phones, which do not have the appropriate hands free kit, should not be used whilst driving **under any circumstances**. Driving will be defined as sitting at the wheel of the vehicle with the engine running. Drivers should only make calls when the car is safely parked unless you are utilising the build in hands free system.

H Servicing & Maintenance

1. Vehicles are covered by a very comprehensive package of repair and maintenance, but it remains the driver’s responsibility to ensure that the servicing is carried out in accordance with the manufacturers specified intervals and that all repairs or replacements are carried out as quickly as possible.

2. Any costs incurred that result from the neglect of the above, may result in charges to the employee and the vehicle may be withdrawn.

3. If servicing is not carried out or is late then a penalty charge is levied on the company when the vehicle is returned to the leasing company.
4. The driver will be held responsible for any sums charged for late or non-servicing.

I Manufacturers Handbook

1. The manufacturers handbook as supplied with the vehicle should be read carefully even when you may have driven a similar model before as vehicles continually change and modifications are often introduced which may need slightly different methods of operation or safety procedures.

2. The handbook should be kept in the vehicle at all times as a point of reference for technical data, e.g. tyre pressures and general maintenance information.

J Windscreens

1. A chip in your windscreen will only get worse if neglected and cracked windscreens are a major reason for MOT failure. However, most stone chips can be repaired by means of resin injection and most insurance companies will pay the full cost of a windscreen repair. This not only prevents the damage from getting worse, it also saves the expense of having to pay for a replacement screen.

2. If your screen is chipped you should notify the Company as soon as possible.

K Tyres

1. The life of tyres depends to a large extent on the manner in which the vehicle is driven. Excessive speed, braking or acceleration will cause the tyres to deteriorate. If they are

repeatedly driven against kerbs or large stones the walls of the tyres will weaken.

2. Similarly, if tyres are not maintained at the manufacturer's recommended pressures accelerated wear will occur. You are required to pay particular attention to these points.

3. You should regularly check tyres and, if there is any doubt, any authorised tyre depot will check your tyres and advise on replacement as necessary.

4. A list of tyre suppliers is provided with the handbook supplied by the leasing company. To have tyres which are defective for any reason constitutes an offence for which the police could prosecute you. Each defective tyre can be penalised with 3 penalty points.

L Personal Vehicle Management

1. It is your responsibility to ensure that the vehicle allocated to you is kept in good working order and is operated in a safe and legal manner at all times.

2. You should ensure that your vehicle is kept reasonably clean, both inside and out, at all times.

M Parking, Speeding Fines, Congestion Charges

1. Responsibility for prompt payment of these rests with the driver. If they are not settled quickly this leads to correspondence with the Leasing Company who will make a charge of £50 administration fee for the inconvenience and additional workload. Any such additional charge will be borne by the driver. If the driver appeals and the conviction is quashed a refund will occur.

2. The Company's reserves the right to deduct at any time and at company discretion, any recharges incurred through the implementation of this policy direct from the employee's

salary. By participating in the scheme you agree to this condition.

N Driving Licence

1. All authorised company vehicle drivers must hold a valid U.K. driving licence. If you become disqualified from driving or become incapable of driving for any other reason, you must notify the company immediately and the vehicle will be withdrawn.
2. You must also notify your Manager /director of any change in your license status i.e. penalty points.

3. It is the driver's responsibility to ensure that only the Company's authorised drivers use the vehicle.

O Driving and Drink/Drugs

1. It is the company's view that there is **no** safe amount of alcohol or illegal/banned substance that can be consumed and the driver remains fit to drive. Drivers must not consume any amount of alcohol or illegal substances whilst on duty. Any breach of this rule will render the driver liable to summary dismissal. Drivers should remember that it is still possible to be 'over the limit' from alcohol consumed the previous night. Do not consume excessive amounts of alcohol if you intend to drive the following day.

2. Drivers are also reminded that it is an offence for vehicles to be driven whilst under the influence of certain types of drugs. If you are being prescribed drugs for any medical condition, it is important that you make the situation clear to any doctor who is treating you that you are required to drive as part of your employment.

3. The Company will make every effort to find alternative employment for drivers who are temporarily rendered unfit to drive as a result of prescribed medication, but who are still

able to undertake other duties.

4. Failure to disclose the use of either legal or illegal drugs is a disciplinary issue. If this is discovered by any enforcement agency such as the police this will also result in loss of driving licence and a hefty fine.

5. If an employee is banned from driving as a result of a drink/drug related driving offence, then they must notify the Company immediately.

P Smoking

1. The Company’s operates a no-smoking policy. This applies to all company vehicles.

2. If, on return of the vehicle, it is discovered that smoking has taken place regularly in the vehicle, then The Company’s reserve the right to give the vehicle a specialist valet service before the vehicle can be re-allocated or returned to the leasing company and this cost will be charged to the driver responsible for the vehicle.

3. Any/all cigarette burns to upholstery or carpets will be re-charged to the driver in full.

Q Vehicle Acceptance

1. Before you accept delivery of any vehicle new or used, short - term hire or permanently allocated, you must inspect it thoroughly and note any defects on the inspection form.

2. It is important that you are very careful in your examination, as you may later be held responsible for any undetected damage.

R Incident Report

1. Your Manager must be informed of any incident that occurs with the car that may result in an insurance claim by The Company’s, or against the Company’s e.g. broken windscreens, accidents, break-ins.

2. If the vehicle is involved in an incident resulting in damage to any vehicle, person or property:-

- No admission of guilt should be given at the scene.
- Details of all parties involved and their vehicles should be taken (if possible, digital photographs should be taken of damage, vehicle positions etc.)
- An attempt should be made to obtain an independent witness.
- The vehicle should only be driven post the event if it is safe to do so.

3. Please advise the Company if you have given your name as a witness to a road accident even if you are not involved or are required to produce your driving documents by the police for any reason.

4. Any accident repairs to the vehicle must be authorised by the company's insurers. No repairs should be carried out under any circumstances without permission from the insurers and the Company.

5. Records will be retained on accidents. If any employee is found to be regularly involved in incidents (e.g. more than 2 per 12 month period) then The Company’s reserves the right to:

- Interview the individual with regard to these occurrences,
- Arrange additional driving instruction for the individual
- Invoke disciplinary procedure

S Return of Vehicle to Company

1. Employees who receive the benefit of the use of a company vehicle are required to take appropriate care of their vehicle and specifically to return it at the appropriate time with no more than “fair wear and tear”. There are established guides as to what constitutes “fair wear and tear” and the British Vehicle Rental & Leasing Association guide is available on request.

2. The company reserves the right to recover the cost of missing parts or damage in excess of accepted fair wear and tear standards, directly from the employee, through deductions from salary.

3. In order to try and avoid this course of action, it is imperative that that the following process is adhered to.

T Damage during lease

1. If you damage your vehicle then you are required to report it. If the damage is substantial then the insurers will become involved. If minor, a decision will be made as to repair.

2. If the damage is the direct result of the driver (i.e. no third party responsible) then a decision will be made as to any contribution required from the driver. If there is one incident in a twelve month period, the driver will not be held responsible. If there are two or more incidents then, unless there are extenuating circumstances, the driver will be liable for a proportion of the excess costs.

U Running Costs

1. It is important that the driver keeps accurate records of their business mileage for reimbursement to satisfy the requirements of the Inland Revenue. All mileage should be recorded on your monthly expense sheets.

V Fuel Cards

1. Fuel cards will only be provided for vehicles where the vehicle is a “commercial vehicle” – i.e. van, truck and where there is no permitted private use.

2. Where fuel cards are provided they will be specific to the vehicle and must only be used to purchase fuel for that vehicle.

3. Mileage logs must be retained for all vehicles with fuel cards.

W Vehicle Review

1. The Company’s reserves the right to request the return of the vehicle for inspection at any time.

2. Should it be observed that the vehicle has been misused in any way or accidental damage has not been reported the vehicle may be withdrawn.

X Policy Changes

1. The Company’s reserves the right to amend, modify or cancel this policy without notice at any time.

5.20. Company Credit Cards

A Principles

1. Company credit cards are simply a convenient method of paying for business expenses. They are not a route for by-passing the standard rules relating to the incurring and reclaiming of valid business expenses by authorised employees. The employee who is the appointed cardholder must complete an individual expense claim form after each journey listing all expenses from each employee, this must be handed in after each job.
2. Employees will have access to the Company credit card which is to be used for business expenses only and will be available to you via the appointed card holder.
3. These procedures are designed to ensure that there are adequate controls in place to prevent this privilege from being abused. The decision as to who will receive credit cards rests with management.
4. Company credit cards are a privilege and failure to adhere to these procedures or other abuse of the credit card will result in the cards being cancelled and withdrawn and may result in disciplinary action, including summary dismissal.
5. Employees in possession of such cards agree to abide by the company's and the bank's rules of issue and to return them, on demand. In any event, company credit cards must be returned upon termination of employment.
6. It is the employee's responsibility to safeguard their card. If the bank issues a PIN number for the card it should remain confidential and should not be disclosed to anyone, other than those who are authorised to use the card.
7. Company credit cards must not be given to other employees or third parties, and PIN numbers must never be disclosed.
8. Company credit cards should never be used to withdraw cash or to purchase foreign currency.
9. Company credit cards should never be used for personal expenditure.

10. Standard expense rules apply to credit cards, i.e.:
11. Only valid business expenses can be charged
12. Receipts should be obtained for all expenses
13. VAT receipts should be obtained wherever appropriate
14. Expense claims must be submitted on the standard form
15. Expense claims must be authorised

B Procedures

1. The company will issue credit card statements to the individual employee within 2 days of receiving them from the bank – normally as a scanned version attached to an e-mail.

2. Employees will complete a covering expense form, attach supporting vouchers and submit this to the Finance Director for authorisation.
3. The authorised form must be delivered to the Finance Director within 7 days of receiving the statement.
4. It is the individual employees' responsibility to ensure that expenses are authorised and submitted on time.
5. Individual employees should ensure that their statements do not include entries that relate to costs not incurred by them. If there are any unrecognised or fraudulent transactions on the statement, these should be brought to the attention of a Director.
6. Expenses not supported by acceptable vouchers will be treated as personal expenses and repayment of these amounts will be sought from the employee. Failure to reimburse the company when requested will result in these amounts being recovered from other, non-credit card expense claims, or from wages as appropriate.
7. Expenses that are more than one month overdue will be brought to a Director's. Consistent late submission of the credit card expense claims or insufficient supporting receipts may, at the discretion of a Director, result in the withdrawal of the credit card.

5.21. Redundancy, Short Time Working and Temporary Lay Off

A Reductions in Employees

1. It is the Company's intention to develop and expand its business and to provide security of employment for its employees. However, circumstances may arise when changes in the market, technology, organisational requirements, and similar developments, will lead to the need for reductions in employees.

B Redundancy

1. Where a redundancy situation arises, the Company will give consideration to alternative options, which may include:

- Imposing a restriction on recruitment;
- Restricting the use of temporary and casual employees;
- Reducing the amount of overtime working;

- Implementing a period of temporary layoff or short time working where this is appropriate; or
- Considering applications for voluntary redundancy.

2. Where, after consideration of these and any other alternatives, management considers that the need for redundancies still remains, consultation will normally take place.

3. Selection for redundancy will be based on criteria drawn up at the time and may include, but may not necessarily be limited to, some or all of the following:

- Suitability for remaining work;
- Experience/qualifications;
- Conduct; and
- Attendance

4. These criteria may be weighted differently depending on the circumstances, but will be assessed in an objective manner.
5. The above criteria are subject to the Company's requirement to retain specific knowledge, skills and a balanced workforce at all times.

C Short Time Working and Temporary Lay Off

1. The Company reserves the right to introduce short time working or a period of temporary layoff without pay (with the exception of any statutory entitlements) where this is necessary to avoid redundancies or where there is a shortage of work.

2. There is no upper limit for how long you can be laid-off or put on short-time. You may be able to claim redundancy pay if you are laid-off without pay or put on short-time for either:

- four consecutive weeks
- six weeks within a 13 week period

D Statutory Guarantee Pay

1. Statutory guarantee pay is the minimum you should be paid for any complete day you are laid-off work. Statutory guarantee payments are made for a maximum of five workless days in any three month period. If you normally work fewer than five days a week, you may be paid for the number of days in your normal working week in any three month period.

Dentist and Doctors Appointments

Dentist and Doctors appointments need to be taken as unpaid time or holidays.

Time can be made up at Manager's discretion.

Emergency Doctors/Dentists appointments should be notified to your manager.