

# Employee Handbook

## Wolviston Group

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## Definitions

The following definitions are used throughout this handbook:

- Point of contact: Line Manager / Supervisor / HR department / named person
- Line Manager: named individual / supervisor / line manager
- HR Department: Hr2Day Ltd

## Introduction (HR001)

The aim of this staff handbook is to provide you, the employee, with general information on your employment. It is not intended to cover every situation or to explain everything about the employment of our staff.

## Queries about the Contents of the Staff Handbook (HR002)

If there is anything in the staff handbook that you do not understand or that you would like further clarification on, you should speak to the management, in the first instance through point of contact.

The organisation welcomes any comments or suggestions as to how the staff handbook could be improved.

## Changes to the Staff Handbook (HR003)

The organisation reserves the right to amend this staff handbook, but will make every effort to notify employees when there is an official change to a policy that it contained.

For example, the staff handbook may need to be changed where there is a change to:

- the way in which the organisation operates because of market conditions;
- employees' contracts of employment, on which they will be consulted, necessitating a change to the staff handbook too; and
- employment law that requires a policy to be amended.

In any event, HR2day will carry out regular reviews of the handbook and provide appropriate updates.

However, employees are responsible for their own up-to-date knowledge about the organisation's policies, procedures, benefits, and working conditions.

Where the organisation seeks to vary a term or condition of employees' contracts of employment that is also contained in this staff handbook, it will consult with individuals and the workforce as a whole.

## Place of Work (HR004)

The organisation's headquarters are located at:

Wolviston House  
5 Falcon Court

Stockton on Tees  
TS18 3TS

## Change of Address or Personal Circumstances (HR005)

It is very important that you inform the organisation, through your line manager, of any changes to your personal circumstances such as:

- address or telephone number;
- next of kin to contact in an emergency;
- bank or building society details;
- gain or loss of relevant qualifications or licences, such as loss of driving licence; and
- loss of right to work in the UK.

## Recruitment and Selection (HR006)

It is the organisation's policy that line managers are responsible for recruitment. A line manager who wishes to recruit someone must first obtain approval from the Director/Senior Manager. Where recruitment is planned to fill a vacancy created by a leaver, approval will normally be granted automatically. If, however, the line manager wishes to upgrade a post, or create a new post, justification for this must be presented.

Existing employees are to be encouraged to apply for vacant posts if they have the appropriate qualifications, experience and skills.

The organisation aims at all times to recruit the person who is most suited to the particular job. Recruitment will be solely on the basis of the applicant's abilities and individual merit as measured against the criteria for the job. Qualifications, experience and skills will be assessed at the level that is relevant to the job.

Before embarking on the process of recruitment, the line manager must ensure that there is an up-to-date job description for the post and a clearly drafted employee specification. The job description will describe the duties, responsibilities and level of seniority associated with the post, while the employee specification will describe the type of qualifications, training, knowledge, experience, skills, aptitudes and competencies required for effective performance of the job.

Where the job is to be advertised, the proposed advertisement must be submitted to the Director for approval.

The organisation is committed to applying its equal opportunities policy at all stages of recruitment and selection. Shortlisting, interviewing and selection will always be carried out without regard to gender, gender reassignment, sexual orientation, marital or civil partnership status, colour, race, nationality, ethnic or national origins, religion or belief, age, pregnancy or maternity leave.

Any candidate with a disability will not be excluded unless it is clear that the candidate is unable to perform a duty that is intrinsic to the role, having taken into account reasonable adjustments.

Reasonable adjustments to the recruitment process will be made to ensure that no applicant is disadvantaged because of his/her disability.

Line managers conducting recruitment interviews will ensure that the questions that they ask job applicants are not in any way discriminatory or unnecessarily intrusive. The interview will focus on the needs of the job and skills needed to perform it effectively. A record of every recruitment interview must be made and passed to the HR Department to be retained for a suitable period of time. On no account should any job offer be made during or at the end of an interview.

Psychometric testing may be used as part of the recruitment process only with the prior approval of a Director. Any test used must have been validated in relation to the job, be free of bias, and be administered and validated by a suitably trained person.

Where appropriate the successful applicant will be asked to undergo a pre-employment medical examination with a doctor nominated by the organisation. Any offer of employment will be conditional on the result of this medical examination being satisfactory.

It is the organisation's practice to seek the successful candidate's consent for it to seek two written references and to ask for documentary proof of qualifications. Any offer of employment will be conditional on both of these being satisfactory.

## **Induction (HR007)**

The Company will provide all new permanent and temporary employees, whether employed on a full-time or part-time basis, with a programme of induction training.

The purpose of induction is to integrate a new employee into the organisation so that he/she is encouraged to become an effective and motivated member of the team. Effective induction is a major contributory factor in retaining newly appointed staff.

### *The induction programme*

An effective induction programme is not a one-off event but takes place over a period of some weeks and is an on-going process to ensure that the new employee settles well into the organisation and is confident carrying out the full scope of his/her duties. Essential information should be supplied to the new employee in a planned and systematic way to avoid information overload and to ensure that he/she is able to absorb it.

Although all new employees should be supplied with the core information set out under the induction checklist, the design and content of the induction programme will depend on factors such as the new employee's role, level of responsibility and previous work experience. Managers should therefore be prepared to vary the induction programme to suit the particular needs of the new employee and his/her role specification.

### *Induction checklist*

The manager should provide a newly appointed employee with a range of information and training about the Company and his/her new job, including:

- core business objectives and values;
- departmental structure;
- the workplace;
- the purpose and key responsibilities of his/her new role;
- fire and health and safety procedures;
- the individuals with whom he/she will be working;
- expected standards of behaviour and performance;
- probationary arrangements;
- completion of all necessary documentation relating to his/her appointment; and
- all policies, procedures and rules, including those concerning equal opportunities.

The manager should use an induction checklist to ensure that the new employee is provided with an induction pack containing all the relevant information relating to these areas. The induction checklist should be signed by the new employee and returned to the human resources department within one month of employment commencing to confirm that this stage of the induction programme has been carried out.

### *Delivery of the programme*

The induction programme should involve input from a number of different managers and work colleagues who are best placed to supply the new employee with the full range of relevant information and assistance. Individuals who are likely to be involved in the programme, in addition to the line manager who is responsible for induction, include:

- the new employee's head of department;
- the human resources department, to impart information relating to terms, conditions and training;
- health and safety representatives, to cover health and safety rules and accident reporting;
- other departmental heads, to give the new employee an overview of the organisation's other functions; and

### *Responsibility for induction*

The overall responsibility for ensuring that an effective induction policy and programme are communicated throughout the organisation lies with the human resources department. The human resources department is also responsible for advising line managers on the induction process and dealing with any problems or queries with the probationary period, or provision of any specific training needed in order to equip a new employee with any new skills necessary to perform the job.

Responsibility for ensuring that a new employee is properly inducted lies with the relevant line manager.

### *Review meeting*

A review meeting should be held with the new employee at the end of his/her first month of employment in order to discuss how the first few weeks with the organisation have gone, and to identify any gaps in his/her induction.

The opportunity should be taken to review the individual's job description and answer any queries the employee may have about his/her duties and responsibilities.

The review meeting should also be used to agree some short-term objectives, to be reviewed at the end of the first three months of employment. The next review date should be set to take place in eight weeks' time (three months into employment).

## **Probation (HR008)**

It is the organisation's policy to operate probationary periods for all new employees, and in respect of employees who have been transferred or promoted into different posts.

This policy is intended to allow both the employee and company to assess objectively whether or not the employee is suitable for the role. The organisation believes that the use of probationary periods increases the likelihood that new employees will perform effectively in their employment.

The line manager is responsible under this policy for ensuring that all new employees are properly monitored during their probationary period. If any problems arise, the employee's line manager should address these promptly. This will ensure that the employee is aware that some aspect of his/her performance or conduct is unsatisfactory and prevent the problem from escalating.

### *Length of probation*

The organisation's standard period of probation is six months.

### *Extending probationary periods*

The organisation reserves the right to extend an employee's period of probation at its discretion. This will be limited to one extension and the total period of probation will be no longer than 12 months.

An extension may be implemented in circumstances where the employee's performance during probation has not been entirely satisfactory but it is thought likely that an extension to the probationary period may lead to an improvement, or where the employee or line manager has been absent from the workplace for an extended period during probation.

Before extending an employee's probationary period, the line manager must consult with point of contact. If an extension to the probationary period is agreed, the organisation will confirm the terms of the extension in writing to the employee, including:

- the length of the extension and the date on which the extended period of probation will end;
- the reason for the extension and, if the reason is unsatisfactory performance, details of how and why performance has fallen short of the required standards;
- the performance standards or objectives that the employee is required to achieve by the end of the extended period of probation;
- any support, for example further training, that will be provided during the extended period of probation; and

- a statement that, if the employee does not meet fully the required standards by the end of the extended period of probation, his/her employment will be terminated.

### *Terms of employment during the probationary period*

During the probationary period, employees will be subject to all the terms and conditions of their contracts of employment

Once the probationary period has been completed, the notice periods will be as defined in the employee's contract of employment.

In the case of existing employees who have been transferred or promoted into different roles, the amount of notice that the employee must give to the organisation if he/she wishes to resign, and the amount of notice the organisation must give to the employee of dismissal will be as defined in the employee's contract of employment.

### *Line managers' responsibilities*

Under this policy, the line manager has responsibility for monitoring a new employee's performance and progress during the probationary period. The line manager must ensure that the employee is properly informed at the start of his/her employment about what is expected of him/her during probation, for example the required job outputs or standards of performance.

### *Reviews during probation*

The Line Manager should review and assess the employee's performance, capability and suitability for the role regularly during the employee's probation, and again at the end of the probationary period. A clear record should be made of each review meeting. A copy of the record should be passed to the employee and the original forwarded to HR department.

During an employee's probation, the line manager should provide regular feedback to the employee about his/her performance and progress, and, should there be any problem areas, raise these with the employee as soon as possible with a view to resolving them. The line Manager is also responsible for providing guidance and support and for identifying and arranging any necessary training or coaching.

### *Irregularities discovered during the probationary period*

If, during an employee's probation, it is suspected or established that the employee does not have the qualifications, experience or knowledge that he/she claimed to have at the time of recruitment, the matter will be discussed with the employee to establish the facts. If the evidence suggests that the employee misrepresented his/her abilities in any way, the organisation will terminate the employment. If the employee is an existing employee who has been transferred or promoted into a different role, the organisation's normal Improved Performance Review Policy/Disciplinary must be followed in full.

### *End of probation*

At the end of the probationary period, the line manager should conduct a final review of the employee's performance and suitability for the job. This will involve a meeting with the employee to discuss his/her performance and progress throughout the period of probation. The review must be conducted on or shortly before the date on which the employee's probationary period comes to an end. If the employee's performance is satisfactory, the line manager should notify the point of contact to issue a letter of confirmation of appointment to the employee.

If the employee's performance has not met the standards required by the organisation, the line manager should discuss the matter with the point of contact before any decision is made to terminate the employee's employment.

### *Termination of employment*

If an employee's performance while on probation has been unsatisfactory despite support from the line manager and it is thought unlikely that further training or support would lead to a satisfactory level of improvement, the employment will be terminated at the end of the period of probation.

It is the organisation's policy to allow the employee to complete the designated period of probation rather than terminating employment before the probation has come to an end. This is to give the employee a full opportunity to come up to the required standards. If, however, there is clear evidence prior to the end of the period of probation that suggests the employee is wholly unsuitable for the role, the line manager should consult the HR department with a view to terminating the employee's contract early.

Where a decision is taken to terminate the employee's employment, the employee must be interviewed and informed of the reason for the termination. The organisation will write to the employee confirming the termination and the reason for it.

If an employee's employment is terminated after the expiry of the probationary period, or if the employee is an existing employee who has been transferred or promoted into a different role, the organisation's Improved Performance Review Policy/Disciplinary procedure must be followed in full.

## **Working Hours (HR009)**

This policy sets out the organisation's position regarding working hours. The policy applies to workers only and does not apply to contractors, consultants or any self-employed individuals working for the organisation.

The organisation strives to provide a safe working environment and ensure the safety and wellbeing of all its workers. The organisation seeks to ensure that workers do not exceed reasonable working hours to provide for a satisfactory balance between work and personal life. The organisation is also committed to ensuring that workers' health is not compromised by the workplace.

Workers' managers have a responsibility to ensure that working hours are kept within reasonable limits and will monitor working hours for this purpose. Workers themselves also have a duty to

ensure that they are not working excessive hours and inform their manager directly if they consider that they may be doing so.

This policy is issued by way of guidance on the organisation's policy and practice. It does not form part of an employee's contract of employment or otherwise have any contractual effect. This policy may be varied, withdrawn or replaced at any time by the organisation at its absolute discretion.

### *Normal working hours*

Full time workers are contractually obliged to work a set number of hours across the companies' normal hours of operation, as outlined in the contract of employment. Lunch and breaks will be provided under the terms outlined in the contract.

The organisation reserves the right to vary reasonably a worker's hours of work and the days on which he/she works according to business and operational requirements on a temporary or permanent basis.

Workers may be required to work such additional hours in excess of their normal hours of work as are reasonably necessary for the proper performance of their duties and to meet the needs of the business.

If workers are requested to work in excess of their normal contractual hours, the organisation will seek to ensure that they do not work an average of more than 48 hours in a working week. However, the organisation may request that workers sign a form to "opt out" of the Working Time Regulations 1998. The worker has the right to refuse this request and, if he/she signs the opt-out, can give the organisation seven days' notice that he/she wishes to revoke this, without facing any penalty. Any worker who has not signed the opt-out or who has revoked his/her opt-out will not be requested or permitted to work more than 48 hours in one week.

Any overtime worked will be paid in accordance with the terms outlined in the employee's contract and the organisation's overtime policy in force at that time.

### *Lateness*

Your normal hours of work are detailed in your Statement of Main Terms of Employment; it is your responsibility to ensure that you attend punctually for work and follow all time keeping and absence procedures. Further details are contained in your Statement.

If you have a need to leave work prior to your normal finishing time or to have time away during the normal working period, you must not leave without first obtaining permission from your Manager. In such circumstances, you must report to your Manager upon leaving and, where appropriate, returning to work.

Employees are expected to be sat at their desks ready for work at their specified start times (as per your contract of employment).

In cases of unavoidable lateness, employees will be expected to make up the time lost at the end of that working day; however persistent lateness, unacceptable levels of absence and/or unauthorised absence will result in a disciplinary warning or dismissal, depending on the circumstances.

### *Flexibility of working hours*

Workers are permitted to request flexibility in their contractual hours. This can be done by following the organisation's flexible working policy or raising the matter informally with their manager. Where raised informally, the organisation may, on specific occasions, permit workers to work hours outside their contractual hours subject to business needs and operational requirements. Informal arrangements are not in any way intended to be a variation to the worker's contractual hours.

### *Rest breaks*

Workers have the right to a minimum unpaid rest break of 20 minutes after working for six hours. If operational requirements mean that workers are unable to take these breaks at that time, they will be entitled to compensatory rest to be agreed with their manager. Workers' lunch break each day will constitute their daily rest break.

Workers also have the right to a rest period of 11 consecutive hours in each 24-hour period. This does not apply to shift workers who change shifts, which prevents them taking this break. Workers are also entitled to an uninterrupted rest period of at least 24 hours in each seven-day period, 48 hours in each 14-day period or two uninterrupted rest periods of at least 24 hours in each 14-day period. The worker has a duty to inform his/her manager as soon as possible if he/she is or may be at risk of being unable to take these required rest breaks.

### *Young workers*

Young workers are those above school leaving age, but under the age of 18.

The organisation does not permit young people to work in excess of eight hours per day and they are subject to a maximum working week of 40 hours. All young workers are required to inform the organisation immediately if they have a second employer or carry out any casual work while employed by the organisation.

If the organisation requires that a young worker works hours in excess of this to maintain continuity of production or service or to respond to an upsurge in demand, his/her manager should first attempt to find an adult worker to perform the task and before requesting that the young worker perform it, while ensuring that the young worker's education and training are not likely to be adversely affected.

Every young worker's manager will ensure that as a minimum he/she takes at least two rest days per week, a daily rest break of 12 consecutive hours, a rest break of 30 minutes every four-and-a-half hours, a free health assessment prior to any night work assignment and free health checks at regular

intervals thereafter. If any young worker is aware that he/she may not be able to comply with these requirements, he/she must inform his/her manager immediately.

### *Working time*

A worker is considered by the organisation to be "working" when he/she is carrying out activities on behalf of the organisation. This may include training, business travel and "on-call" time. It does not include travel from the worker's home to his/her place of work, rest breaks, travel time outside normal working time or non-job related training.

The organisation defines "on-call" time as time when a worker is required to be available at his/her place of work and available for work throughout that period, whether or not he/she is attending his/her usual place of work.

Working time will include time where a worker is required to be at the organisation's premises, but is free to rest while waiting for work to be available. It will also include time where a worker is required to travel from site to site for meetings, to attend training or to perform his/her functions at different locations.

However, working time will not include travel to and from a worker's home or the equivalent if he/she is working away from home at the time, or time when a worker despite being on the organisation's premises or at his/her place of work is not available to perform functions for the organisation or is pursuing outside interests during that time.

### *Miscellaneous*

The organisation expects that workers will work their full contractual hours each week and it will pay them monthly in arrears on this basis.

If workers do not perform their full contractual hours, their manager will complete a time sheet for the worker and inform payroll. The worker's wage payment will be adjusted accordingly.

### *Complaints about working hours*

If a worker considers that he/she has been unfairly treated with regard to his/her working hours for example being required to work excessive hours or being unreasonably refused overtime or (temporary) flexible working arrangements, he/she is requested to raise this informally with his/her manager. If the worker's complaint relates to his/her manager, he/she is requested to raise it with a more senior manager. If a worker is not satisfied following this route, he/she has the right to raise a grievance in accordance with the organisation's grievance procedure.

## **Basic Pay and Pay Review (HR010)**

Salaries for permanent and temporary members of staff (excluding temporary workers) are paid monthly by transfer directly into each individual's bank or building society account.

Payments to employees are made on the last day of each month. Payments to casual workers, freelancers and contractors are made on the last day of each month. However, if this day falls on a weekend or bank holiday, salaries will go into individuals' accounts on the previous working day.

Employees will receive an itemised pay statement of their earnings and deductions on the date on which they are paid.

It is the responsibility of each employee to ensure that the organisation:

- has details of his/her bank or building society account number and sort code;
- is advised of any changes to his/her bank or building society account; and
- is told about any payment anomalies that the employee discovers e.g. overpayment of wages.

Employees who have any queries or problems concerning payment of their salary should contact their line manager in the first instance.

### *Levels of basic pay*

The organisation is committed to ensuring that:

- its salaries remain competitive in the labour market, through conducting an annual pay review, paying individuals in line with normal industry practice and standards, and benchmarking salaries against other employers;
- it recognises individual performance and rewards employees financially for this through merit pay;
- it regularly consults staff and employee representatives on pay levels and during the annual pay review;
- individuals are not discriminated against because of gender, marital or civil partnership status, race, religion or belief, sexual orientation, age, disability, gender reassignment, pregnancy and maternity, or because they work part time or on a fixed-term contract; and
- workers are paid at the level of at least the national minimum wage.

### *Pay reviews*

Employees' basic rates of pay will normally be reviewed annually in January, although any increases will be at the absolute discretion of the organisation. Reviews may take place at other times of the year to reflect a change in circumstances. Any resulting changes to pay will be notified to employees in writing.

## **Auto-Enrolment Pension (HR011)**

The arrangement is administered and managed the Royal London Group a leading provider of pensions in the UK.

The arrangement offers the following benefits:

- A very competitive annual management charge of 0.75% for the life of the plan.

- A substantial range of investment funds available.
- Online access to your plan to review personal details and obtain fund information, policy values and illustrations or potential benefits.
- Ability to consolidate your other personal pensions within the scheme at the very competitive rate of 0.6% pa.

### *Making payments*

Wolviston fall under Auto Enrolment Legislation. We will assess if you're eligible for automatic enrolment, if you are, you will be automatically enrolled. You will not need to do anything.

The criteria for auto enrolment change regularly, but can be found continually updated at:

<https://www.moneyadviceservice.org.uk/en/articles/automatic-enrolment-into-a-workplace-pension>

Should you wish to make higher personal contributions, than the minimum, you can email us. The company will not increase employer contributions.

On becoming a member of the plan you will receive an individual illustration to your normal retirement age, a Policy Document and a cancellation notice.

### *How will I know if I am Auto Enrolled?*

You will receive a letter from us both at the start of employment and after a short postponement period, detailing if you are in the scheme.

### *Opting out*

When you are automatically enrolled you don't have to be a member if you don't want to be. You will be able to choose to opt out if you think saving into a pension isn't right for you. Details of how to opt out will be contained in the pack you receive.

### *Rights to Opt In*

If you are not automatically enrolled and you wish to join, you may be entitled to a contribution from Wolviston, depending on your classification of worker. More details can be found here:

<https://www.moneyadviceservice.org.uk/en/articles/automatic-enrolment-into-a-workplace-pension>

### *Investment Funds*

Royal London offer a wide range of investment opportunities covering most sectors and geographic areas. After taking financial advice Wolviston MS have selected the Balanced Lifestyle Strategy as the plans default investment choice. If you don't want to pick your own investments your money will

automatically go into the plan investment choice. You'll receive more details about this and the other options available to you in due course.

### *Advisers*

When setting up the pension we employed the services of professional financial advisers, WJR Financial Solution Ltd, they can be contacted on 0191 548 1070.

### *Transferring your existing pensions*

You may be able to transfer across the full value of your existing funds on a non-advised or advised basis. You will need to contact Royal London or our advisers for further information.

## **Holidays (HR012)**

The holiday year runs from 1 January to 31 December. All full-time and part-time employees are entitled to the paid annual leave entitlement set out in their contract of employment.

All holiday must be taken during the holiday year in which it is accrued, unless agreed by the Managing Director. Failure to take your holiday entitlement within the appropriate year will lead to forfeiture of any accrued holiday not taken without any right to payment of it in lieu.

All holiday dates must be approved in advance as much notice as possible of proposed holiday dates must be given to ensure adequate staffing coverage at all times.

No more than two weeks' paid annual leave may be taken at any one time without the prior written agreement of your line manager.

No more than 5 individual days can be each year.

### *Holiday pay*

Holiday pay is calculated on the basis of the employee's current basic rate of pay i.e. excluding any overtime, bonuses, commission, etc.

There will be no payment in lieu of any holiday not taken (except on termination).

### *Public and bank holidays*

The organisation recognises eight public/bank holidays a year, the dates of which vary from year to year. All recognised public and bank holidays are permitted as paid holiday in addition to the annual holiday entitlement specified above.

An employee will not be paid or where appropriate a deduction will be made from salary for any bank or public holiday if he/she is absent from work (other than on the organisation's business or unless expressly authorised) immediately before or after the bank or public holiday. If absence

immediately before or immediately after the bank or public holiday is due to sickness, payment for the bank or public holiday will be made only if a medical certificate is provided. The organisation will in these circumstances reimburse the employee for the cost of obtaining the medical certificate. Where a medical certificate is provided, sick pay will be paid for the absence subject to the terms of the organisation's sick pay scheme.

### *Holiday entitlement in year of commencement*

If the employee joins the organisation part way through a holiday year, he/she will be entitled to a proportion of his/her holiday entitlement based on the period of his/her employment in that holiday year.

During the employee's first year of service, he/she will not normally be allowed, unless otherwise agreed by their line manager, to take more holiday than he/she has actually accrued at the time holiday is taken. Entitlement during the employee's first year is calculated monthly in advance at the rate of one-twelfth of the full year's entitlement.

### *Holiday pay on termination of employment*

If the employee leaves the organisation's employment part way through a holiday year, he/she will be entitled to any accrued annual leave for that holiday year that has not been taken by the date of termination. It is company discretion that any remaining holidays may need to be taken during the notice period rather than being paid for these in your final salary.

If, on the employee's date of termination, he/she has taken paid holiday leave in excess of earned entitlement, he/she will be required to reimburse the organisation (by means of deduction from salary if necessary) in respect of such holiday.

No payment in lieu of accrued contractual holiday will be made to the employee and where appropriate a deduction will be made from salary in the event of his/her termination for gross misconduct or in the event of the employee giving inadequate notice of termination or leaving before the contractual notice period has expired. Contractual holiday for these purposes means all and any leave entitlement provided for in the employee's contract that is over and above the minimum statutory leave period provided for in the Working Time Regulations 1998.

### *Sickness during holiday*

Where an employee falls sick or is injured while on holiday, the organisation will allow the employee to transfer to sick leave and take replacement holiday at a later time. This policy is subject to the following strict conditions:

- The total period of incapacity must be fully certified by a qualified medical practitioner.
- The employee must contact the organisation by telephone if possible as soon as he/she knows that there will be a period of incapacity during a holiday.

- The employee must submit a written request no later than 10 days after returning to work setting out how much of the holiday period was affected by sickness and the amount of leave that the employee wishes to take at another time.
- Where the employee is overseas when he/she falls ill or is injured, evidence must still be produced that the employee was ill by way of either a medical certificate or proof of a claim on an insurance policy for medical treatment received at the overseas location.

Where the employee fulfils all of the above conditions, the organisation will grant the employee the same number of days' replacement holiday leave as the number of holiday days lost due to sickness or injury.

If an employee is ill or is injured before the start of a period of planned holiday, the organisation will agree to the employee postponing the holiday dates to another mutually agreed time. Any period of sickness absence will then be treated in accordance with the organisation's normal policy on sickness absence. The employee must submit a written request to postpone the planned holiday and this must be accompanied by a letter from his/her doctor confirming that he/she is unfit, or is still likely to be unfit, to take the holiday.

An employee must request to take any replacement holiday in accordance with the organisation's normal holiday policy, and should endeavour to take the replacement holiday in the same holiday year in which it was accrued. However, where an employee has good reason for not being able to do so, the organisation will allow the employee to carry that leave forward into the next holiday year. The organisation may require an employee to take all or part of his/her replacement holiday on particular days and it is not required to provide the employee with any minimum period of notice to do this, although it will aim to provide reasonable notice.

### *Holiday entitlement during sick leave*

An employee who is absent on sick leave will continue to accrue his/her full statutory holiday entitlement. However, contractual holiday entitlement over and above the minimum statutory holiday entitlement provided for by the Working Time Regulations 1998 will not accrue during any paid or unpaid period of sick leave once an employee has been continuously absent for a period of six months. For the purpose of calculating the period of continuous absence, the organisation may disregard a return to work that is less than 10 working days.

### *Jury Service*

You are entitled to time off work to fulfil your obligations with regard to jury service. In the event of you being summoned to attend for jury service, you must notify management immediately on receipt of the Jury summons, giving details of the dates you are required to attend court.

You may be requested to apply to the Court for your Jury Service to be either postponed or delayed if it is considered that your absence will have a significant impact to the business. A failure or refusal to make a request when requested will lead to action being taken under the Disciplinary Procedure, which may include dismissal.

If you are retained on Jury Service for a prolonged period, you have an obligation to notify the company and must keep in regular contact throughout. You must return to normal working immediately following your release from Jury duties.

You are not entitled to pay for this time off, as you can claim allowances from the court.

### *Public Duties*

You are entitled to reasonable time off during working hours to perform the duties associated with certain positions, such as Justices of the Peace, members of a local authority, statutory tribunal or police authority.

You are not however, entitled to payment for this time.

## **Flexible Working (HR013)**

The organisation believes that flexible working can increase staff motivation, promote work-life balance, reduce employee stress and improve performance and productivity.

From 30 June 2014, all employees who have a minimum of 26 weeks' continuous service have the right to request flexible working and to have their request considered seriously by their employer.

### *Requests for flexible working*

A request for flexible working could include a request for a change to the number of hours that the employee works, a request for a change to the pattern of hours worked, a request to job share or a request to perform some or all of the work from the employee's home.

All requests must be made in writing by filling in the requisite application form, which is available from the HR department. Any request made under this policy must include:

- the date of the application;
- the changes that the employee is seeking to his/her terms and conditions;
- the date on which the employee would like the terms and conditions to come into effect;
- what effect the employee thinks the requested change would have on the organisation;
- how, in his/her opinion, any such effect might be dealt with;
- a statement that this is a statutory request;
- whether or not the employee has made a previous application for flexible working; and
- if the employee has made a previous request, when the employee made that application.

Where the request is being made by a disabled person as part of a request for a reasonable adjustment to his/her working arrangements, the employee should state this in the written application.

The HR department should not reject out of hand a request that does not contain the required information. The HR department should explain to the employee what additional or amended information he/she needs to provide and ask the employee to resubmit the request.

### *Meeting to discuss a flexible working request*

Once the HR department receives the request, it will be dealt with as soon as possible, but no later than the deadline set out below. The line manager will usually arrange a meeting to deal with the request. Where a request can without further discussion be approved in the terms stated in the employee's written application, a meeting will not be necessary.

An employee should be given the right to be accompanied by a work colleague at any flexible working meeting. The meeting should take place in a private meeting room so that the discussion is kept away from other employees. The aim of the meeting is to find out more about the proposed working arrangements and how they could be of benefit to both the employee and organisation.

### *Outcome of a flexible working request*

After the meeting, the HR department will consider the proposed flexible working arrangements carefully, weighing up the potential benefits to the employee and to the organisation against any adverse impact of implementing the changes. Each request will be considered on a case-by-case basis: agreeing to one request will not set a precedent or create the right for another employee to be granted a similar change to his/her working pattern.

The employee will be informed in writing of the decision as soon as is reasonably practicable after the meeting, but no later than the deadline set out below. The request may be granted in full or in part: for example, the organisation may propose a modified version of the request, the request may be granted on a temporary basis, or the employee may be asked to try the flexible working arrangement for a trial period. The employee will be given the right to appeal the decision if the employee's request is not upheld or is upheld in part.

### *Reasons for turning down a flexible working request*

The line manager will give reasons for the rejection of any request. Those reasons must be for one or more prescribed business reasons, which are:

- the burden of additional costs;
- an inability to reorganise work among existing staff;
- an inability to recruit additional staff;
- a detrimental impact on quality;
- a detrimental impact on performance;
- a detrimental effect on ability to meet customer demand;

- insufficient work for the periods the employee proposes to work; and
- a planned structural change to the business.

The line manager must not reject a request for any other reason.

### *Flexible working requests that are granted*

If the request is upheld, the employee and the line manager will discuss how and when the changes will take effect. Any changes to terms and conditions will be put in writing and sent to the employee as an amendment to his/her written statement of terms and conditions of employment as soon as is reasonably practicable.

### *Timescales*

All requests will be dealt with within a period of three months from first receipt to notification of the decision on appeal. The line manager should hold the meeting within 28 days of receiving the request and notify the decision to the employee within 14 days of the meeting, so that there is enough time for any appeal to be concluded. Employees who are dissatisfied with the outcome of their request are allowed to lodge an appeal within 14 days of the notification, with the appeal to be heard within 14 days. The employee will be informed of the outcome of his/her appeal within 14 days of the appeal meeting. These time limits may be extended where both the employee and employer are in agreement. For example, the relevant manager and the employee may agree to extend the time limit to give the employee a trial period on the flexible working arrangements.

### *Problems with a flexible working request*

If an employee is dissatisfied or unclear at any stage throughout the process, he/she should contact the HR department. If an employee is dissatisfied with the way in which his/her request has been handled, he/she should raise a grievance under the organisation's grievance procedure.

Line managers who receive a request will have regard to the organisation's equal opportunities policy when considering the request.

If an employee fails to attend a meeting, including an appeal meeting, and then fails to attend a rearranged meeting without good reason, his/her application will be deemed to have been withdrawn.

## **Part Time Workers (HR014)**

The Company recognises the benefits that can be gained from part-time working. It is appropriate where the workload/duties of a job can be undertaken in less than full-time hours or when the workload/duties of a job allow job-sharing, and where initiatives are needed to attract and retain staff.

Part-time employees, irrespective of hours worked, will be entitled to the same contractual benefits on a pro rata basis as full-time employees doing the same job, unless there is an objective reason for offering a different level of benefits.

The Company will take all reasonable steps to accommodate an employee's request for part-time working and will arrange a meeting with the employee within no more than 28 days of receiving the employee's written request. The purpose of the meeting will be to discuss the employee's proposal and its effects, and any possible alternative arrangements that might suit both parties.

Each request will be dealt with individually, taking into account the likely effects that the proposed change to part-time work is likely to have on the Company, the work of the department in which the employee making the request is employed and the employee's colleagues. Agreeing to one employee's request will not therefore set a precedent or create a right for another employee to be granted a similar change to part-time working.

Employees who wish to submit a request for part-time working should do so in writing. Information on how to make a request and a standard form are available from their line manager.

## **Fixed Term Employees (HR015)**

It is the organisation's policy that its employees will, as the norm, be employed on permanent contracts of employment, terminable on the giving of notice by either party. Where the need for a particular job to be done is clearly temporary, the contract of employment offered will be for a fixed term. Fixed-term contracts will generally be offered where:

- it is known in advance that a particular job will come to an end on a specific date;
- the employment is for the purpose of completing a particular task;
- the employment is for the purpose of replacing an employee who is to be absent from work for a period of time (for example on maternity leave);
- the post is dependent on external funding and it is thought likely that the funding will be available for only a temporary period of time.

Any employee engaged on a fixed-term contract will be entitled to terms and conditions of employment that are not less favourable on a pro-rata basis than the terms and conditions of a comparable permanent employee, unless there is an objective reason for offering different terms. A comparable permanent employee is someone who is engaged in the Company's workforce, in the same or broadly similar work, taking into account whether the fixed-term employee and the permanent employee have a similar level of qualifications and skills.

Fixed-term employees will be treated in the same way as comparable permanent employees in relation to opportunities for training, promotion, transfer and appraisal.

Employees engaged on fixed-term contracts will be encouraged to apply for permanent vacancies and will be informed of all available vacancies as they arise via the staff noticeboards.

## Dignity at Work (HR016)

### *Our commitment*

The organisation is committed to creating a work environment free of harassment and bullying, where everyone is treated with dignity and respect.

Harassment and bullying can have very serious consequences for individuals and the organisation. Harassment or bullying may make people unhappy, may cause them stress and affect their health and family and social relationships, may affect their work performance and could cause them to leave their job. Severe cases of harassment and bullying can even lead to mental illness and suicide. Effects on the organisation can include loss of morale, poor work performance, increased turnover of staff, legal claims and damage to the organisation's reputation. Employees found guilty of harassment or bullying may face disciplinary penalties, up to and including dismissal, could be personally liable to pay compensation in legal claims, and may find their own family and social relationships are adversely affected. Serious harassment may be a criminal offence.

The organisation will not tolerate bullying and harassment of any kind. All allegations of bullying and harassment will be investigated and, if appropriate, disciplinary action will be taken. The organisation will also not tolerate victimisation of a person for making allegations of bullying or harassment in good faith or supporting someone to make such a complaint. Victimisation is a disciplinary offence.

### *The scope of this policy*

This policy covers bullying and harassment of and by managers, employees, contractors, agency staff and anyone else engaged to work at the organisation, whether by direct contract with the organisation or otherwise. If the complainant or alleged harasser is not employed by the organisation, eg if the worker's contract is with an agency, this policy will apply with any necessary modifications such as that the organisation could not dismiss the worker but would instead require the agency to remove the worker, if appropriate, after investigation and disciplinary proceedings.

The policy covers bullying and harassment in the workplace and in any work-related setting outside the workplace, eg business trips and work-related social events.

### *What is bullying and harassment?*

Bullying is offensive, intimidating, malicious or insulting behaviour, and/or an abuse or misuse of power that is meant to undermine, humiliate or injure the person on the receiving end.

Harassment is unwanted conduct related to relevant protected characteristics, which are sex, gender reassignment, race (which includes colour, nationality and ethnic or national origins), disability, sexual orientation, religion or belief and age, that:

- has the purpose of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person; or

- is reasonably considered by that person to have the effect of violating his/her dignity or of creating an intimidating, hostile, degrading, humiliating or offensive environment for him/her, even if this effect was not intended by the person responsible for the conduct.

Conduct may be seen as harassment whether or not the person who is behaving in that way intends to be offensive. Something intended as a "joke" may offend another person. Different people find different things acceptable. Everyone has the right to decide what behaviour is acceptable to him/her and to have his/her feelings respected by others. Behaviour which any reasonable person would realise would be likely to offend will be harassment without the recipient having to make it clear in advance that behaviour of that type is not acceptable to him/her, eg sexual touching. It may not be so clear in advance that some other forms of behaviour would be unwelcome to, or could offend, a particular person, eg certain "banter", flirting or asking someone for a private drink after work. In these cases, first-time conduct which unintentionally causes offence will not be harassment but it will become harassment if the conduct continues after the recipient has made it clear, by words or conduct, that such behaviour is unacceptable to him/her.

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Harassment may also occur where a person engages in unwanted conduct towards another because he/she perceives that the recipient has a protected characteristic (for example, a perception that he/she is gay or disabled), when the recipient does not, in fact, have that protected characteristic. For example, it would be harassment for an individual to tease repeatedly an individual because of an incorrect belief that the recipient is deaf. Similarly, harassment could take place where an individual is bullied or harassed because of another person with whom the individual is connected or associated, for example if his/her child is disabled, wife is pregnant or friend is a devout Christian.

There may also be circumstances in which an individual is subjected to unwanted conduct from a third party, such as a client or customer. For example, it might be that a client makes a series of racist remarks to a black employee. If an employee feels that he/she has been bullied or harassed by customers, suppliers, vendors or visitors, he/she should report any such behaviour to their manager who will take appropriate action. Bullying or harassment of customers, suppliers, vendors or visitors or others will be dealt with through the disciplinary procedure.

A single incident can be harassment if it is sufficiently serious.

All bullying and harassment is misconduct and is a disciplinary offence which will be dealt with under the organisation's disciplinary policy. Bullying or harassment will often be gross misconduct, which can lead to dismissal without notice.

Bullying or harassment will constitute unlawful discrimination where it relates to one of the protected characteristics, which are sex, gender reassignment, race (which includes colour, nationality and ethnic or national origins), disability, sexual orientation, religion or belief and age. Serious bullying or harassment may amount to other civil or criminal offences, eg a civil offence under the Protection from Harassment Act 1997 and criminal offences of assault.

### *Examples of bullying or harassment*

Bullying and harassment may be misconduct that is physical, verbal or non-verbal, eg by letter or email (so-called "flame-mail").

Examples of unacceptable behaviour that are covered by this policy include (but are not limited to):

- physical conduct ranging from unwelcome touching to serious assault;
- unwelcome sexual advances;
- the offer of rewards for going along with sexual advances, eg promotion, access to training;
- threats for rejecting sexual advances, eg suggestions that refusing advances will adversely affect the employee's employment, evaluation, pay, advancement, assigned work, or any other condition of employment or career development;
- demeaning comments about a person's appearance;
- unwelcome jokes or comments of a sexual or racial nature or about an individual's age, disability, sexual orientation or religion;
- questions about a person's sex life;
- unwanted nicknames related to a person's age, race or disability;
- the use of obscene gestures;
- excluding an individual because he/she is associated or connected with someone with a protected characteristic, eg his/her child is gay, spouse is black or parent is disabled;
- ignoring an individual because he/she is perceived to have a protected characteristic when he/she does not, in fact, have the protected characteristic), eg an employee is thought to be Jewish, or is perceived to be a transsexual;
- the open display of pictures or objects with sexual or racial overtones, even if not directed at any particular person, eg magazines, calendars or pin-ups;
- spreading malicious rumours or insulting someone;
- picking on someone or setting him/her up to fail;
- making threats or comments about someone's job security without good reason;
- ridiculing someone;
- isolation or non-cooperation at work; and
- excluding someone from social activities.

### *What is victimisation?*

Victimisation is subjecting a person to a detriment because he/she has, in good faith, complained (whether formally or otherwise) that someone has been bullying or harassing him/her or someone else, or supported someone to make a complaint or given evidence in relation to a complaint. This would include isolating someone because he/she has made a complaint or giving him/her a heavier or more difficult workload.

Provided that you act in good faith, ie you genuinely believe that what you are saying is true, you have a right not to be victimised for making a complaint or doing anything in relation to a complaint

of bullying or harassment and the organisation will take appropriate action to deal with any alleged victimisation, which may include disciplinary action against anyone found to have victimised you.

Making a complaint that you know to be untrue, or giving evidence that you know to be untrue, may lead to disciplinary action being taken against you.

### *What should I do if I think I am being bullied or harassed?*

You may be able to sort out matters informally. The person may not know that his/her behaviour is unwelcome or upsetting. An informal discussion may help him/her to understand the effects of his/her behaviour and agree to change it. You may feel able to approach the person yourself, or with the help of someone in human resources, a manager, trade union representative or another employee. Alternatively, an initial approach could be made on your behalf by one of these people. You should tell the person what behaviour you find offensive and unwelcome, and say that you would like it to stop immediately. You may want to add that, if the behaviour continues, you intend to make a formal complaint to your manager or human resources. You should keep a note of the date and what was said and done. This will be useful evidence if the unacceptable behaviour continues and you wish to make a formal complaint.

If an informal approach does not resolve matters, or you think the situation is too serious to be dealt with informally, you can make a formal complaint by using the organisation's grievance procedure. In the case of grievances about bullying or harassment, the normal grievance procedure is modified so that you can choose whether to raise your grievance with your manager or directly with the human resources department. The organisation will ensure that you can bring your complaint in the first instance to someone of your own sex, if you so choose.

In very serious cases, a criminal offence may have been committed and you may wish to report matters to the police. The human resources department can arrange for someone to accompany you to make a complaint to the police.

All complaints will be investigated promptly and, if appropriate, disciplinary proceedings will be brought against the alleged harasser. You will have the right to be accompanied by a work colleague or trade union representative of your choice at any meeting dealing with your grievance. You will be kept informed of the general progress of the process of investigation and the outcome of any disciplinary proceedings. The organisation will decide on a balance of probabilities, after considering all available evidence, whether or not harassment or bullying has occurred.

The organisation will treat complaints of bullying and harassment sensitively and maintain confidentiality to the maximum extent possible. Investigation of allegations will normally require limited disclosure on a "need to know" basis. For example, your identity and the nature of the allegations must be revealed to the person you are complaining about, so he/she is able to respond to the allegations. Some details may also have to be given to potential witnesses but the importance of confidentiality will be emphasised to them. If the complaint is upheld, and a person who has been found to have harassed you is kept in the organisation's employment, managers may need to be given some information where this is necessary for them to manage the risk of further harassment by that person against you or others.

Wherever possible, the organisation will try to ensure that you and the alleged harasser are not required to work together while the complaint is under investigation. This could involve giving you the option of remaining at home on special leave, if you wish. In a serious case, the alleged harasser may be suspended while investigation and any disciplinary proceedings are underway.

If your complaint is upheld, and the person found to have bullied or harassed you remains in the organisation's employment, every effort will be made to ensure that, if possible, you do not have to continue to work alongside the harasser, if you do not wish to do so. We will discuss the options with you. These may include the transfer of the harasser or, if you wish, you may be able to transfer to another post.

If your complaint is not upheld, the human resources department will support you, the alleged harasser and your manager(s) in making arrangements for you both to continue or resume working and to help repair working relationships. The organisation will consider making arrangements to avoid you and the alleged harasser having to continue to work alongside each other, if either of you do not wish to do this.

You have a right not to be victimised for making a complaint in good faith, even if the complaint is not upheld. However, making a complaint that you know to be untrue may lead to disciplinary action being taken against you.

Some types of bullying or harassment may constitute unlawful discrimination and may give rise to the possibility of other civil claims or criminal proceedings. Claims to an employment tribunal about unlawful discrimination must be presented to the tribunal within three months beginning with the act complained of.

### *What can I do to help stop bullying and harassment?*

We all have a responsibility to help create and maintain a work environment free of bullying and harassment. You can help to do this by:

- being aware of how your own behaviour may affect others and changing it, if necessary - you can still cause offence even if you are "only joking";
- treating your colleagues with dignity and respect;
- taking a stand if you think inappropriate jokes or comments are being made;
- making it clear to others when you find their behaviour unacceptable, unless it should be obvious in advance that this would be the case;
- intervening, if possible, to stop harassment or bullying and giving support to recipients;
- making it clear that you find harassment and bullying unacceptable;
- reporting harassment or bullying to your manager or human resources and supporting the organisation in the investigation of complaints; and
- if a complaint of harassment or bullying is made, not prejudging or victimising the complainant or alleged harasser.

Managers have a particular responsibility to:

- set a good example by their own behaviour;

- ensure that there is a supportive working environment;
- make sure that staff know what standards of behaviour are expected of them;
- intervene to stop bullying or harassment; and
- report promptly to human resources any complaint of bullying or harassment, or any incident of bullying or harassment witnessed by them.

### *What happens if I am accused of bullying or harassment?*

If someone approaches you informally about your behaviour, do not dismiss the complaint out of hand because you were only joking or think the complainant is being too sensitive. Remember that different people find different things acceptable and everyone has the right to decide what behaviour is acceptable to him/her and to have his/her feelings respected by others. You may have offended someone without intending to. If that is the case, the person concerned may be content with an explanation and an apology from you and an assurance that you will be careful in future not to behave in a way that you now know may cause offence. Provided that you do not repeat the behaviour that has caused offence that may well be the end of the matter.

If a formal complaint is made about your behaviour, this will be fully investigated and the organisation may bring disciplinary proceedings, if appropriate. The organisation will follow its disciplinary procedure and you will have the rights set out in that procedure. You will have the right to be informed of the allegations against you and to put your side of the story and to be accompanied to meetings by a trade union representative or work colleague of your choice. The procedure will be implemented at the appropriate stage for the seriousness of the allegation. Complaints of bullying and harassment will often be allegations of gross misconduct that, if proved, could lead to dismissal without notice.

The organisation will treat complaints of bullying and harassment sensitively and maintain confidentiality to the maximum extent possible. Investigation of allegations and future management of risk, if complaints are upheld, will normally require limited disclosure on a "need to know" basis. For example, some details may have to be given to potential witnesses but the importance of confidentiality will be emphasised to them.

Wherever possible, the organisation will try to ensure that you and the complainant are not required to work together while the complaint is under investigation. If the allegation is of gross misconduct, you may be suspended on full pay during the investigation and, if a disciplinary hearing is to be called, until disciplinary proceedings have been concluded.

If the complaint against you is upheld, on a balance of probabilities, a disciplinary penalty may be imposed up to and including dismissal, having regard to the seriousness of the offence and all relevant circumstances. If the complaint is upheld, but you are not dismissed, the organisation could decide to transfer you to another post.

If a complaint is made against you that is not upheld and the organisation has good grounds for believing that the complaint was not made in good faith, the organisation will take disciplinary action against the person making the false complaint.

You must not victimise a person who has made a complaint in good faith against you or anyone who has supported him/her in making the complaint or given evidence in relation to such a complaint. Disciplinary action will be taken against you if the organisation has good reason to think that you may have victimised the complainant or someone else.

If the complaint against you is not upheld, the human resources department will support you, the complainant and your manager(s) in making arrangements for you both to continue or resume working and to help repair working relationships. The organisation will consider making arrangements to avoid you and the complainant having to continue to work alongside each other, if either of you do not wish to do this.

Some types of bullying or harassment may constitute unlawful discrimination and allegations may give rise to the possibility of other civil claims or criminal proceedings against you, which would proceed independently of the organisation's disciplinary proceedings. You could be personally liable to pay compensation to the complainant if a successful claim in the employment tribunal or other courts was brought against you. Criminal proceedings could lead to conviction and criminal penalties.

## Harassment Complaints (HR017)

The organisation is committed to ensuring equal opportunities and fair treatment in the workplace for all its staff. One of the key aims of the policy is to enable the organisation to provide a working environment in which all staff feel comfortable and in which everyone is treated with respect and dignity, regardless of gender, sexual orientation, transgender status, marital or family status, colour, race, nationality, ethnic or national origins, creed, culture, religion or belief, age, disability or any other personal factor or quality.

This policy should be read in conjunction with the organisation's Dignity at Work policy, which aims to ensure that no employee or other worker within the organisation is subjected to any form of harassment or bullying. The purpose of this policy is to provide a route for members of staff who believe that they have been harassed or bullied to raise a complaint either informally or formally.

The organisation will treat all complaints of harassment seriously and will investigate them promptly, efficiently and in confidence. The main aim of this policy is to provide a framework for resolving complaints of harassment or bullying and for stopping any behaviour that is causing offence or distress.

### *Right to report harassment/bullying*

Employees have an absolute right to complain if they are treated in a manner that they believe constitutes harassment or bullying. This will include behaviour that has caused offence, humiliation, embarrassment or distress. Apart from complaints about the behaviour of colleagues, employees have the right to complain if they believe that they have been bullied or harassed by a third party, for example a customer, client or supplier. Employees who raise a genuine complaint under this

policy will under no circumstances be subjected to any unfavourable treatment or victimisation as a result of making a complaint.

However, if it is established that an employee has made a deliberately false or malicious complaint against another person about harassment or bullying, disciplinary action will be taken against that employee.

Any employee who witnesses an incident that he/she believes to be the harassment or bullying of another member of staff should report the incident in confidence either to his/her line manager or to [name of suitable person, eg a human resources officer]. The organisation will take all such reports seriously and will treat the information in strict confidence as far as it is possible to do so.

### *How to make a complaint*

If, an employee feels unable to take an informal course of action, or if he/she has already approached the person to no avail, or if the harassment is of a very serious nature, he/she may elect to raise a formal complaint. Formal complaints may be raised with either the employee's line manager or, if preferred an alternative manager.

In bringing a complaint of harassment/bullying, the employee should be prepared to state:

- the name of the person whose behaviour he/she believes amounts to harassment or bullying;
- the type of behaviour that is causing offence, together with specific examples if possible;
- dates and times when incidents of harassment or bullying occurred, and where they occurred;
- the names of any employees who witnessed any incidents, or who themselves may have been the victims of harassment or bullying by the same person; and
- any action that the employee has already taken to try to deal with the harassment.

### *Responsibility on line managers to deal with complaints*

Managers who receive a complaint of harassment have a duty to investigate the matter thoroughly and objectively and to take corrective action in order to ensure that the organisation's dignity at work policy is complied with. Line managers should be responsive and supportive towards any worker who raises a genuine complaint of harassment or bullying. HR2day will assist any line manager in dealing with complaints of harassment or bullying. All incidents of harassment/bullying should, in any event, be reported to HR2day.

The organisation reserves the right, at its discretion, to suspend any employee who is under investigation for harassment or bullying for a temporary period whilst investigations are being carried out. Such suspension will be for as short a time as possible and will be on full pay.

Any employee accused of harassment or bullying will be informed of the exact nature of the complaint against him/her and afforded a full opportunity to challenge the allegations and put

forward an explanation for his/her behaviour in a confidential interview, with a companion present if he/she wishes. No employee will be presumed guilty following an allegation of harassment or bullying against him/her.

The organisation regards all forms of harassment and bullying as serious misconduct, and any employee who is found to have harassed or bullied a colleague will be liable to disciplinary action up to and including summary dismissal.

The organisation will maintain records of investigations into alleged incidents of harassment or bullying, the outcome of the investigations and any corrective or disciplinary action taken. These records will be maintained in confidence and in line with the provisions of the Data Protection Act 1998.

## **Investigating Claims of Bullying and Harassment (HR018)**

If the organisation has grounds to believe that an employee may have been bullying or harassing another employee, whether or not there has been a formal complaint, the organisation will instigate an investigation into the alleged bullying or harassment.

Employees are encouraged to report any incidents of bullying or harassment that they experience or witness so that the organisation can investigate and resolve the matter. The organisation will take all such complaints seriously and an employee who makes a genuine complaint of bullying or harassment will be protected and will not be penalised or victimised in any way.

As part of its investigations, the organisation will:

- check whether the employee suspected of bullying or harassment has received previous warnings for similar misconduct (or other types of misconduct) and, if so, whether any earlier warnings are active;
- talk in confidence to any employees who may have evidence relating to the employee's alleged behaviour;
- endeavour to persuade any employees who may have been witness to the employee's alleged bullying or harassment, or who may have knowledge of it, to give a written statement to that effect;
- set up an interview with the employee believed to have bullied or harassed a colleague, allowing him/her the right to be accompanied at the interview;
- allow the employee a full and fair opportunity to answer any allegations against him/her and/or explain his/her conduct;
- assess objectively whether the employee's conduct appears to have amounted to bullying or harassment;
- adopt an objective and balanced approach to the information gained as a result of the investigation;

- avoid allowing personal views about the employee to influence the overall assessment of the conduct under review; and
- keep confidential records of the investigation and ensure that these are handled in accordance with the Data Protection Act 1998.

The organisation reserves the right to suspend or temporarily redeploy either the employee suspected of bullying or harassment or the employee raising a complaint of bullying or harassment during the investigations, if it is considered in the interests of the individual(s) or the organisation to do so. Suspension in these circumstances does not constitute disciplinary action and will be on full pay.

As soon as possible following the conclusion of the investigation, the organisation will inform the employee suspected of bullying or harassment as to the outcome. The organisation will decide at that point whether or not it is appropriate to instigate disciplinary action against the employee. Any disciplinary proceedings will, where possible, be conducted by a different manager from the person who conducted the investigation.

## Equal Opportunities (HR019)

The organisation is committed to providing equal opportunities in employment and to avoiding unlawful discrimination in employment and against customers.

This policy is intended to assist the organisation to put this commitment into practice. Compliance with this policy should also ensure that employees do not commit unlawful acts of discrimination.

Striving to ensure that the work environment is free of harassment and bullying and that everyone is treated with dignity and respect is an important aspect of ensuring equal opportunities in employment. The organisation has a separate Dignity at Work policy, which deals with these issues.

### *The law*

It is unlawful to discriminate directly or indirectly in recruitment or employment because of age, disability, sex, gender reassignment, pregnancy, maternity, race (which includes colour, nationality and ethnic or national origins), sexual orientation, religion or belief, or because someone is married or in a civil partnership. These are known as "protected characteristics".

Discrimination after employment may also be unlawful, eg refusing to give a reference for a reason related to one of the protected characteristics.

Staff should not discriminate against or harass a member of the public in the provision of services or goods. It is unlawful to fail to make reasonable adjustments to overcome barriers to using services caused by disability. The duty to make reasonable adjustments includes the removal, adaptation or alteration of physical features, if the physical features make it impossible or unreasonably difficult for disabled people to make use of services. In addition, service providers have an obligation to think ahead and address any barriers that may impede disabled people from accessing a service.

### *Types of unlawful discrimination*

Direct discrimination is where a person is treated less favourably than another because of a protected characteristic. An example of direct discrimination would be refusing to employ a woman because she is pregnant.

In limited circumstances, employers can directly discriminate against an individual for a reason related to any of the protected characteristics where there is an occupational requirement. The occupational requirement must be crucial to the post and a proportionate means of achieving a legitimate aim.

Indirect discrimination is where a provision, criterion or practice is applied that is discriminatory in relation to individuals who have a relevant protected characteristic (although it does not explicitly include pregnancy and maternity, which is covered by indirect sex discrimination) such that it would be to the detriment of people who share that protected characteristic compared with people who do not, and it cannot be shown to be a proportionate means of achieving a legitimate aim.

Harassment is where there is unwanted conduct, related to one of the protected characteristics (other than marriage and civil partnership, and pregnancy and maternity) that has the purpose or effect of violating a person's dignity; or creating an intimidating, hostile, degrading, humiliating or offensive environment. It does not matter whether or not this effect was intended by the person responsible for the conduct.

Associative discrimination is where an individual is directly discriminated against or harassed for association with another individual who has a protected characteristic (although it does not cover harassment because of marriage and civil partnership, and (according to guidance from the Government and Acas) pregnancy and maternity).

Perceptive discrimination is where an individual is directly discriminated against or harassed based on a perception that he/she has a particular protected characteristic when he/she does not, in fact, have that protected characteristic (other than marriage and civil partnership, and pregnancy and maternity).

Victimisation occurs where an employee is subjected to a detriment, such as being denied a training opportunity or a promotion because he/she made or supported a complaint or raised a grievance under the Equality Act 2010, or because he/she is suspected of doing so. However, an employee is not protected from victimisation if he/she acted maliciously or made or supported an untrue complaint. There is no longer a need for a complainant to compare his/her treatment with someone who has not made or supported a complaint under the Equality Act 2010. For example, if a blind employee raises a grievance that the employer is not complying with its duty to make reasonable adjustments, and is then systematically excluded from all meetings; such behaviour could amount to victimisation.

Failure to make reasonable adjustments is where a physical feature or a provision, criterion or practice puts a disabled person at a substantial disadvantage compared with someone who does not

have that protected characteristic and the employer has failed to make reasonable adjustments to enable the disabled person to overcome the disadvantage.

### *Equal opportunities in employment*

The organisation will avoid unlawful discrimination in all aspects of employment including recruitment, promotion, opportunities for training, pay and benefits, discipline and selection for redundancy.

Person and job specifications will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment or promotion will be assessed objectively against the requirements for the job, taking account of any reasonable adjustments that may be required for candidates with a disability. Disability and personal or home commitments will not form the basis of employment decisions except where necessary.

The organisation will consider any possible indirectly discriminatory effect of its standard working practices, including the number of hours to be worked, the times at which these are to be worked and the place at which work is to be done, when considering requests for variations to these standard working practices and will refuse such requests only if the organisation considers it has good reasons, unrelated to any protected characteristic, for doing so. The organisation will comply with its obligations in relation to statutory requests for contract variations. The organisation will also make reasonable adjustments to its standard working practices to overcome barriers caused by disability.

The organisation will monitor the ethnic, gender and age composition of the existing workforce and of applicants for jobs (including promotion), and the number of people with disabilities within these groups, and will consider and take any appropriate action to address any problems that may be identified as a result of the monitoring process.

### *Dignity at work*

The organisation has a separate dignity at work policy concerning issues of bullying and harassment on any ground, and how complaints of this type will be dealt with.

### *Customers, suppliers and other people not employed by the organisation*

The organisation will not discriminate unlawfully against customers using or seeking to use goods, facilities or services provided by the organisation.

Employees should report any bullying or harassment by customers, suppliers, visitors or others to their manager who will take appropriate action.

### *Your responsibilities*

Every employee is required to assist the organisation to meet its commitment to provide equal opportunities in employment and avoid unlawful discrimination.

Employees can be held personally liable as well as, or instead of, the organisation for any act of unlawful discrimination. Employees who commit serious acts of harassment may be guilty of a criminal offence.

Acts of discrimination, harassment, bullying or victimisation against employees or customers are disciplinary offences and will be dealt with under the organisation's disciplinary procedure. Discrimination, harassment, bullying or victimisation may constitute gross misconduct and could lead to dismissal without notice.

### *Grievances*

If you consider that you may have been unlawfully discriminated against, you may use the organisation's grievance procedure to make a complaint. If your complaint involves bullying or harassment, the grievance procedure is modified as set out in the Investigating claims of bullying and harassment policy.

Use of the organisation's grievance procedure does not affect your right to make a complaint to an employment tribunal. Complaints to an employment tribunal must normally be made within three months beginning with the act of discrimination complained of.

### *Monitoring and review*

This policy will be monitored periodically by the organisation to judge its effectiveness and will be updated in accordance with changes in the law. In particular, the organisation will monitor the ethnic and gender composition of the existing workforce and of applicants for jobs (including promotion), and the number of people with disabilities within these groups, and will review its equal opportunities policy in accordance with the results shown by the monitoring. If changes are required, the organisation will implement them.

Information provided by job applicants and employees for monitoring purposes will be used only for these purposes and will be dealt with in accordance with the Data Protection Act 1998.

## **Bribery Policy (HR020)**

The Company is committed to the highest standards of ethical conduct and integrity in its business activities in the UK and overseas. This policy outlines the Company's position on preventing and prohibiting bribery, in accordance with the Bribery Act 2010. The Company will not tolerate any form of bribery by, or of, its employees, agents or consultants or any person or body acting on its behalf. Senior management is committed to implementing effective measures to prevent, monitor and eliminate bribery.

### *Scope of this policy*

This policy applies to all employees and officers of the Company, and to temporary workers, consultants, contractors, agents and subsidiaries acting for, or on behalf of, the Company

"associated persons" within the UK and overseas. Every employee and associated person acting for, or on behalf of, the Company is responsible for maintaining the highest standards of business conduct. Any breach of this policy is likely to constitute a serious disciplinary, contractual and criminal matter for the individual concerned and may cause serious damage to the reputation and standing of the Company.

The Company may also face criminal liability for unlawful actions taken by its employees or associated persons under the Bribery Act 2010. All employees and associated persons are required to familiarise themselves and comply with this policy, including any future updates that may be issued from time to time by the Company.

The Bribery Act 2010 is in force from 1 July 2011. This policy covers:

- the main areas of liability under the Bribery Act 2010;
- the responsibilities of employees and associated persons acting for, or on behalf of, the Company; and
- the consequences of any breaches of this policy.
- Bribery Act 2010

The Company is committed to complying with the Bribery Act 2010 in its business activities in the UK and overseas.

Under the Bribery Act 2010, a bribe is a financial or other type of advantage that is offered or requested with the:

- intention of inducing or rewarding improper performance of a function or activity; or
- Knowledge or belief that accepting such a reward would constitute the improper performance of such a function or activity.
- A relevant function or activity includes public, state or business activities or any activity performed in the course of a person's employment, or on behalf of another company or individual, where the person performing that activity is expected to perform it in good faith, impartially, or in accordance with a position of trust.

A criminal offence will be committed under the Bribery Act 2010 if:

- an employee or associated person acting for, or on behalf of, the Company offers, promises, gives, requests, receives or agrees to receive bribes; or
- an employee or associated person acting for, or on behalf of, the Company offers, promises or gives a bribe to a foreign public official with the intention of influencing that official in the performance of his/her duties (where local law does not permit or require such influence); and
- the Company does not have the defence that it has adequate procedures in place to prevent bribery by its employees or associated persons.

All employees and associated persons are required to comply with this policy, in accordance with the Bribery Act 2010.

### *What is prohibited?*

The Company prohibits employees or associated persons from offering, promising, giving, soliciting or accepting any bribe. The bribe might be cash, a gift or other inducement to, or from, any person or company, whether a public or government official, official of a state-controlled industry, political party or a private person or company, regardless of whether the employee or associated person is situated in the UK or overseas. The bribe might be made to ensure that a person or company improperly performs duties or functions for example, by not acting impartially or in good faith or in accordance with their position of trust to gain any commercial, contractual or regulatory advantage for the Company in either obtaining or maintaining Company business, or to gain any personal advantage, financial or otherwise, for the individual or anyone connected with the individual.

This prohibition also applies to indirect contributions, payments or gifts made in any manner as an inducement or reward for improper performance, for example through consultants, contractors or sub-contractors, agents or sub-agents, sponsors or sub-sponsors, joint-venture partners, advisors, customers, suppliers or other third parties.

### *Records*

Employees and, where applicable, associated persons, are required to take particular care to ensure that all company records are accurately maintained in relation to any contracts or business activities, including financial invoices and all payment transactions with clients, suppliers and public officials.

Due diligence should be undertaken by employees and associated persons prior to entering into any contract, arrangement or relationship with a potential supplier of services, agent, consultant or representative in accordance to company policy and best practice.

Employees and associated persons are required to keep accurate, detailed and up-to-date records of all corporate hospitality, entertainment or gifts accepted or offered.

## **Disciplinary Procedure (HR021)**

It is necessary for the proper operation of the organisation's business and the health and safety of the organisation's employees that the organisation operates a disciplinary procedure. The following procedure will be applied fairly in all instances where disciplinary action is regarded as necessary by the organisation's management save to the extent that a minor reprimand is given for any minor act of misconduct committed by an employee.

The organisation reserves the right to implement the procedure at any stage as set out below taking into account the alleged misconduct of an employee. Employees will not ordinarily be dismissed for a first disciplinary offence.

Where time limits are referred to in the course of this procedure they may be varied by agreement between the employee and the organisation.

Employees have the right to be accompanied at a formal disciplinary hearing by a fellow worker of their choice.

Matters that the organisation views as amounting to disciplinary offences include (but are not limited to):

- persistent bad timekeeping;
- unauthorised absence;
- minor damage to the organisation's property;
- failure to observe the organisation's procedures;
- abusive behaviour;
- unreasonable refusal to follow an instruction issued by a manager or supervisor;
- rudeness towards customers, members of the public or other employees
- conduct - inappropriate or insulting behaviour, attitude or bad language poor attendance;
- smoking in non-designated areas of the organisation's premises; and
- bribery offences under the Bribery Act 2010.

### *Investigation*

An employee's supervisor or manager will promptly and thoroughly investigate any matter that is reasonably suspected or believed to contravene any of the organisation's policies or rules or may otherwise be a disciplinary matter. The employee will be informed as soon as possible as to the fact of an investigation and when it has been concluded.

There may be instances where suspension with pay is necessary while investigations are carried out. The organisation has the right to suspend with pay where there are reasonable grounds for concern that evidence may be tampered with, destroyed or witnesses pressurised before the disciplinary hearing, or if there is a potential risk to the business or other employees or third parties in allowing the employee to remain at work.

Depending on the circumstances of the case, the employee may be invited to attend an investigatory interview. If such an interview is held prior to a disciplinary hearing, the employee will be informed at the outset that the interview is an investigatory interview. There is no right for employees to be accompanied at a formal investigatory interview. The organisation reserves the right to dispense with an investigatory interview and to proceed directly to a formal disciplinary hearing.

### *Procedure*

Where, upon completion of an investigation, there are reasonable grounds to believe that an employee has committed an act of misconduct; the employee will be invited to attend a disciplinary hearing before the employee's department manager or manager of a similar level to the departmental manager. In the event of poor performance by an employee, disciplinary hearings will usually be undertaken only where counselling of the employee, further training (if appropriate) and verbal warnings have failed to produce a satisfactory improvement to performance.

In the event of a disciplinary hearing taking place the organisation will:

1. give the employee a minimum of two working days' advance notice of the hearing;
2. tell the employee the purpose of the hearing and that it will be held under the Employer's disciplinary procedure;
3. explain the employee's right to be accompanied at the hearing by a fellow worker
4. give the employee written details of the nature of his/her alleged misconduct; and
5. provide to the employee all relevant information which should include statements taken from any fellow employees or other persons that the organisation intends to rely upon against the employee, not less than two working days in advance of the hearing.

Where the employee is unable to attend a disciplinary hearing and provides a good reason for failing to attend, the hearing will be adjourned to another day. The organisation will comply with (1) above in respect of giving notice of the rearranged hearing. Unless there are special circumstances militating against it, if the employee is unable to attend the rearranged hearing, the rearranged hearing will take place in the employee's absence. The employee's fellow worker may attend in such circumstances and will be allowed the opportunity to present the employee's case. The employee will also be allowed to make written submissions in such a situation.

Where the chosen companion is unavailable on the day scheduled for the meeting, it will be rescheduled, provided that the employee proposes an alternative time within five working days of the scheduled date.

### *Role of companion*

The employee's chosen companion has the right to address the hearing to put the employee's case, sum up the case and respond on the employee's behalf to any view expressed at the hearing. The companion may also confer with the employee during the hearing. However, there is no requirement for the employer to permit the companion to answer questions on behalf of the employee, or to address the hearing where the employee indicates that he/she does not wish this.

### *The disciplinary hearing*

A disciplinary hearing will normally be conducted by the employee's department manager together with an appropriate staff member. The employee will be entitled to be given a full explanation of the case against him/her and be informed of the content of any statements provided by witnesses. The employee will be able to call his/her own witnesses. He/she will be permitted to set out his/her case and answer any allegations. The employee will be given a reasonable opportunity to ask questions, present evidence and call relevant witnesses. He/she will also be given the opportunity to raise points about any information provided by witnesses. Where the organisation intends to call relevant witnesses it will give the employee advance notice of this. The employee must also give advance notice if he/she intends to call relevant witnesses.

The organisation may adjourn the disciplinary proceedings if it appears necessary or desirable to do so including for the purpose of gathering further information. The employee will be informed of the period of any adjournment. If further information is gathered, the employee will be allowed a reasonable period of time, together with his/her fellow worker, to consider the new information prior to the reconvening of the disciplinary proceedings.

As soon as possible after the conclusion of the disciplinary proceedings, the employee's department manager will convey the decision of the panel to the employee and will also inform the employee

what disciplinary action, if any, is to be taken. The decision will be confirmed in writing. The employee will be notified of his/her right of appeal under this procedure.

### *Disciplinary action*

Where, following a disciplinary hearing, the organisation establishes that the employee has committed a disciplinary offence, the following disciplinary action may be taken:

- A. Where a minor offence or offences have been committed, a recorded verbal warning may be given. The warning will ordinarily state that any further misconduct will render the employee liable to further, more severe disciplinary action. The employee should be informed of the period that the warning will remain "live". During this period, the organisation may rely on such a warning in the event of further misconduct on the part of the employee. Verbal warnings shall usually last for up to twelve months, but this may be longer if appropriate.
- B. Where either a more serious disciplinary offence has been committed or further minor offences have been committed by an employee following a recorded verbal warning that remains "live", the employee will receive a first written warning. The warning will:
  - I. set out the nature of the offence committed;
  - II. inform the employee that further misconduct is liable to result in further disciplinary action under this procedure;
  - III. specify the period for which the warning will remain "live" and
  - IV. state that the employee may appeal against the warning.

A first written warning will usually last for up to 12 months, but this may be extended if appropriate.

- C. Where a serious disciplinary offence amounting to gross misconduct has been committed, thereby justifying summary dismissal, but the organisation decides, after taking into account all appropriate circumstances, that a lesser penalty is appropriate, or, where an employee commits further disciplinary offences after a first written warning has been issued and remains "live", a final or combined first and final written warning may be given. Such a warning will:
  - i. set out the nature of the offence committed;
  - ii. inform the employee that further misconduct is likely to result in his/her dismissal; and
  - iii. state that the employee may appeal against the warning.

Final written warnings will usually last for 12 months, but this may be extended if appropriate.

- D. Where the employee has committed further acts of misconduct (these being acts of misconduct other than gross misconduct) following a final written warning given under (C.) above, the employee may be dismissed with notice or with pay in lieu of notice.
- E. Where the organisation establishes that an employee has committed an act of gross misconduct, the employee may be summarily dismissed.

- F. Where a final written warning is given to an employee under c. above, the organisation may also impose on the employee:
- i. disciplinary suspension;
  - ii. demotion;
  - iii. in line with any provision in the contract of employment, stoppage of pay for such period as the organisation thinks fit in the circumstances subject to a maximum of 2 weeks or
  - iv. in line with any provision in the contract of employment, transfer to a job of a lower status.

The above sanctions may be imposed in conjunction with other forms of disciplinary action, or as an alternative to dismissal.

### *Appeal*

An employee may appeal against any disciplinary sanction imposed against him/her, with the exception of an informal verbal warning. The appeal will be heard by a senior manager who has not been involved in the decision to impose the disciplinary sanction on the employee. The senior manager is obliged to consider any representations made by the employee, the employee's fellow employee and those of the manager who conducted the investigation and the manager who conducted the disciplinary hearing and imposed the disciplinary sanction. The senior manager hearing the appeal must decide on the basis of both sets of representations, together with any subsequent facts that may have come to light, whether or not to uphold the disciplinary sanction. In the event that the senior manager finds for the employee, the senior manager shall allow the appeal and shall remove all records of the disciplinary sanction from the employee's record. In the event that the senior manager does not accept the representations made by or on behalf of the employee, the senior manager must uphold the disciplinary sanction.

When lodging an appeal, the employee should state:

- a. the grounds of appeal; and
- b. whether he/she is appealing against the finding that he/she has committed the alleged act or acts of misconduct, or against the level of disciplinary sanction imposed.

The employee must provide written notice of the appeal within five working days of being informed of the disciplinary sanction being imposed against him/her.

Appeal hearings will normally take place within 14 days of receipt of the employee's written notice of appeal.

Upon completion of the appeal, the senior manager conducting the hearing will convey his/her decision to the employee. The decision will be confirmed in writing within one week. The appeal decision is final. Where an appeal lies against a dismissal by the disciplinary manager, the disciplinary manager's decision to dismiss will have had immediate effect and, therefore, if the dismissal is by notice, the period of notice will already have commenced on the date that the decision was given by the disciplinary manager. If the disciplinary manager's decision was to dismiss the employee summarily without notice, the organisation will be under no obligation to reinstate or

pay the employee for any period between the date of the original dismissal and the appeal decision and the original date of termination will stand. In the event that the disciplinary manager's decision to dismiss is overturned, the employee will be reinstated with immediate effect and he/she will be

### *Gross misconduct*

Gross misconduct is misconduct of such a serious and fundamental nature that it breaches the contractual relationship between the employee and the organisation. In the event that an employee commits an act of gross misconduct, the organisation will be entitled to terminate summarily the employee's contract of employment without notice or pay in lieu of notice.

Matters that the organisation views as amounting to gross misconduct include (but are not limited to):

- stealing from the organisation, members of staff or the public;
- other offences of dishonesty;
- falsification of a qualification that is a stated requirement of the employee's employment or results in financial gain to the employee;
- falsification of records, reports, accounts, expense claims or self-certification forms, whether or not for personal gain;
- sexual misconduct at work;
- fighting with or physical assault on members of staff or the public;
- deliberate damage to or misuse of the organisation's property;
- serious damage to the organisation's property;
- drunkenness or being under the influence of illegal drugs while at work;
- possession, custody or control of illegal drugs on the organisation's premises;
- serious breach of the organisation's rules, including, but not restricted to, health and safety rules and rules on computer use;
- gross negligence;
- conviction of a criminal offence that is relevant to the employee's employment;
- conduct that brings the organisation's name into disrepute; and
- discrimination or harassment of a fellow worker on the grounds of sex, sexual orientation, race, disability, age or religion or belief
- Serious cases of inappropriate or insulting behaviour, attitude or bad language

Other acts of misconduct may come within the general definition of gross misconduct.

### *Miscellaneous*

If an employee who is an accredited representative of a trade union recognised by the organisation for collective bargaining purposes is suspected of having committed a disciplinary offence, the organisation will take no action under this procedure with the exception of suspending the employee in a case of suspected or known gross misconduct until the organisation has had a chance to discuss the matter, with the prior agreement of the employee, with a full-time official of that trade union.

This procedure will be periodically reviewed. Any amendment to it will be notified to employees in writing by the organisation's HR manager and such written advice will inform employees as to the

date when any amendment comes into effect. This may be by means of the organisation's intranet or via use of notice boards.

## Grievances (HR022)

The organisation believes that all employees should be treated fairly and with respect. If you are unhappy about the treatment that you have received or about any aspect of your work, you should discuss this with your line manager, who will attempt to resolve the situation on an informal basis. If you feel unable to approach your line manager directly, you should approach the HR department, who will discuss ways of dealing with the matter with you.

Where attempts to resolve the matter informally do not work, it may be appropriate for you to raise a formal grievance under this procedure. A formal grievance should be concerned with the way in which you have been treated by the organisation or managers acting on its behalf. Complaints that amount to an allegation of misconduct on the part of another employee will be investigated and dealt with under the disciplinary procedure and you will be informed of the outcome.

Grievances may be concerned with a wide range of issues, including the allocation of work, your working environment or conditions, the opportunities that you have been given for career development or the way in which you have been managed.

Complaints that you may have about any disciplinary action taken against you should be dealt with as an appeal under the disciplinary procedure.

Grievances raised while you are subject to disciplinary proceedings will usually be heard only when the disciplinary process has been completed. Insofar as a grievance has any bearing on the disciplinary proceedings, it can be raised as a relevant issue in the course of those proceedings.

### *Mediation*

It may be appropriate for the matter to be dealt with by way of mediation, depending on the nature of your grievance. This involves the appointment of a third-party mediator, who will discuss the issues raised by your grievance with all of those involved and seek to facilitate a resolution. Mediation will be used only where all parties involved in the grievance agree.

### *The right to be accompanied*

You have the right to be accompanied by a fellow worker or trade union official at any grievance meeting or subsequent appeal. The trade union official need not be an employee of the organisation, but if he/she is not a fellow worker or an employee of his/her union, the organisation may insist on him/her being certified by the union as being experienced or trained in accompanying employees at grievance hearings.

The choice of companion is a matter for you, but the organisation reserves the right to refuse to accept a companion whose presence would undermine the grievance process. Please note that individual workers are not obliged to agree to accompany you. Companions will be given appropriate paid time off to allow them to accompany colleagues at a grievance hearing or appeal hearing.

At any hearing or appeal hearing, your chosen companion will be allowed to address the meeting, respond on your behalf to any view expressed in the hearing, and sum up the case on your behalf. However, both the hearing and appeal hearing are essentially meetings between the employer and you, so any questions put directly to you should be dealt with by you and not your companion.

Where the chosen companion is unavailable on the day scheduled for the meeting or appeal, the meeting will be rescheduled, provided that you can propose an alternative time within five working days of the scheduled date.

### *Accessibility*

If any aspect of the grievance procedure causes you difficulty on account of any disability that you may have, or if you need assistance because English is not your first language, you should raise this issue with HR department , who will make appropriate arrangements.

### *Conducting the grievance procedure*

The organisation recognises that a formal grievance procedure can be a stressful and upsetting experience for all parties involved. Everyone involved in the process is entitled to be treated calmly and with respect. The organisation will not tolerate abusive or insulting behaviour from anyone taking part in or conducting grievance procedures and will treat any such behaviour as misconduct under the disciplinary procedure.

### *Making the complaint*

The first stage of the grievance procedure is for you to put your complaint in writing. This written statement will form the basis of the subsequent hearing and any investigations, so it is important that you set out clearly the nature of your grievance and indicate the outcome that you are seeking. If your grievance is unclear, you may be asked to clarify your complaint before any meeting takes place.

Your complaint should be headed "Formal grievance" and sent to your line manager. If your complaint relates to the way in which your line manager is treating you, the complaint may be sent to HR department.

Further attempts may be made to resolve the matter informally, depending on the nature of your complaint. However, if you are not satisfied with the outcome, you may insist on the matter proceeding to a full grievance hearing.

Before proceeding to a full grievance hearing, it may be necessary to carry out investigations of any allegations made by you, although the confidentiality of the grievance process will be respected. If any evidence is gathered in the course of these investigations, you will be given a copy long enough in advance of the hearing for you to consider your response. In exceptional circumstances, the evidence given by individuals may have to remain confidential. Where confidentiality is necessary, this will be explained to you and an appropriate summary of the evidence gathered will be given to you.

### *The grievance hearing*

The hearing will be held as soon as is reasonably practicable and, subject to any need to carry out prior investigations, within five working days of the receipt of your written complaint. It will be conducted by your line manager and attended by an HR representative. At the meeting, you will be asked to explain the nature of your complaint and what action you feel should be taken to resolve the matter. Where appropriate, the meeting may be adjourned to allow further investigations to take place.

You should ensure that you attend the meeting at the specified time. If you are unable to attend because of circumstances beyond your control, you should inform your line manager as soon as possible. If you fail to attend without explanation, or if it appears that you have not made sufficient attempts to attend, the hearing may take place in your absence.

While you will be given every opportunity to explain your case fully, you should confine your explanation to matters that are directly relevant to your complaint. Focusing on irrelevant issues or incidents that took place long before the matters in hand is not helpful and can hinder the effective handling of your complaint. The manager conducting the hearing will intervene if he/she thinks that the discussion is straying too far from the key issue. The manager may also intervene to ensure that the meeting can be completed within a reasonable timeframe, depending on the nature and complexity of your complaint.

Following the meeting, you will be informed in writing of the outcome within seven working days and told of any action that the organisation proposes to take as a result of your complaint. You may discuss this outcome informally with either your manager or HR department

If you are dissatisfied with the outcome, you may make a formal appeal.

### *Appeal*

Your appeal should be made in writing to the person stated on the letter. You should clearly state the grounds of your appeal, i.e. the basis on which you say that the result of the grievance was wrong or that the action taken as a result was inappropriate. This should be done within seven working days of the written notification of the outcome of the grievance. An appeal meeting will be arranged to take place within five working days of the submission of your formal appeal.

You should ensure that you attend the meeting at the specified time. If you are unable to attend because of circumstances beyond your control, you should inform your line manager of this as soon as possible. If you fail to attend without explanation, or if it appears that you have not made sufficient attempts to attend, the hearing may take place in your absence.

The appeal hearing will consider the grounds that you have put forward and assess whether or not the conclusion reached in the original grievance hearing was appropriate. The appeal is not a rehearing of the original grievance, but rather a consideration of the specific areas with which you are dissatisfied in relation to the original grievance. The manager conducting the appeal may therefore confine discussion to those specific areas rather than reconsider the whole matter afresh.

Following the appeal meeting, you will be informed of the outcome within seven working days.

## Health and Safety (HR023)

The organisation regards the management of health and safety as an integral part of its business and as a management priority. It is our policy that all activities and work will be carried out in a safe manner and we will ensure the health, safety and welfare of our employees and others who may be affected by our activities.

Our target is for zero accidents and zero work-related ill health to be achieved by applying current best practice in health and safety management. Compliance with current health and safety legislation is therefore regarded as the absolute minimum standard acceptable.

Proper management of health and safety issues is seen as an integral part of the efficient management of the organisation's activities, and critical to developing the professional culture of the organisation and establishing and maintaining a solid reputation with all of our clients.

The organisation and arrangements to meet the above objectives and for the implementation of this policy are detailed within the organisation's more detailed Health and Safety policies.

The objectives of this policy are fundamental to our business and senior management is responsible for ensuring that the requirements of this policy are achieved.

Management, staff and operatives have responsibility for implementing the specific arrangements made under this policy throughout the organisation. All employees are expected to read the relevant sections of the manual, familiarise themselves with its provisions and carry out their defined responsibilities. A copy of the manual will be made available for all employees through your line manager.

Employees are expected and encouraged to be proactive on health and safety issues as part of the continued development of the health and safety culture of the organisation.

All employees, contractors and sub-contractors are required to cooperate with the organisation and their colleagues in implementing the policy and shall ensure that their own work is without risks to themselves and others as far as reasonably practicable.

The organisation will provide appropriate training and make available competent health and safety advice and adequate resources including time and money so that legal obligations may be met.

## Alcohol and Drug Abuse Policy (HR024)

Employees who are under the influence of alcohol or drugs at work clearly present a Health and Safety risk to themselves and others. In addition, the Company may be held criminally liable if it knowingly allows or tolerates the misuse of controlled drugs on Company premises. For this reason, the Company has adopted an alcohol and drug abuse policy. Acceptance of and adherence to the Company's alcohol and drug abuse policy form part of every employee's contract of employment. Employees are reminded that, by accepting the terms and conditions of employment, they have expressly agreed to the organisation exercising the right to test them for alcohol and drugs.

The following sets out the policy of the Company on alcohol and drug abuse. It is important that every employee is aware of their obligations under this policy, and any queries should be addressed to management.

### *Alcohol abuse policy*

The Company is committed to ensuring the health, safety and welfare of its employees and those affected by its activities. It will take all reasonable steps to reduce, if not eliminate, the risk of injuries or incidents occurring due to individuals suffering from the effects of alcohol or substance abuse. This policy applies to all employees and all persons coming onto the Company premises.

The Company prohibits the drinking of alcohol by employees and contractors in the workplace or on Company business other than reasonable drinking of alcohol in connection with approved social functions. The Company regards drinking to an 'unreasonable level' as any of the following situations:

- The individual is over the legal limit stipulated for driving i.e. 35mcg/100ml of breath alcohol concentration.
- In the opinion of management, the individual's performance is impaired. This may be at less than the legal limit stipulated for driving.
- In the opinion of management, the individual's behaviour may cause embarrassment, distress or offence to others.
- The individual continues to drink when instructed to stop by a manager.

The Company will take all reasonable steps to prevent employees and contractors carrying out work-related activities if they are considered to be unfit/unsafe to undertake the work as a result of alcohol consumption or substance abuse.

The Company expressly prohibits the use of any illegal drugs or any prescription drugs that have not been prescribed for the user. It is a criminal offence to be in possession of, use or distribute an illicit substance. If any such incidents take place on Company premises, in Company vehicles or at a Company function, they will be regarded as serious, will be investigated by the Company, and may lead to disciplinary action and possible reporting to the police.

### *Drug Abuse Policy*

- The Company strictly forbids the possession, use or distribution of drugs for non-medical purposes on the Company's premises.
- An employee who is prescribed drugs by their Doctor which may affect their ability to perform their duties should discuss the problem immediately with their Manager.
- Where it is suspected that a breach of the prohibition on substances has taken place, or if it is suspected that an employee's work performance or conduct has been impaired through substance abuse, the Company reserves the right to require an employee to undergo a medical examination or a drugs test to determine the cause of the problem.

- Where any employee at such a request refuses to undergo a medical examination, such refusal will amount to gross misconduct in accordance with the Company's Disciplinary Procedure.
- The Company reserves the right to search an employee or any of an employee's property held on the Company's premises at any time if the Company has reasonable grounds to believe that the prohibition on substances is being or has been infringed. The search will be carried out in accordance with the Company's rules.
- If an employee refuses to comply with these search procedures, such action will normally be treated as amounting to gross misconduct and will entitle the Company to take disciplinary action.
- The Company reserves the right to inform the police of any suspicion it may have with regard to the use of controlled drugs by any of its employees on the Company's premises.

### *Random alcohol and drug testing*

Random alcohol and drug testing will be carried out on members of staff who work in safety-critical jobs, including those working with machinery/whose job duties involve driving/whose job involves responsibility for the care of others.

### *Carrying out tests*

Employees are advised that a request for an employee to undergo alcohol and drug testing does not indicate that he/she is under any suspicion of wrongdoing.

Alcohol and drug testing will be carried out only by qualified and competent personnel from an external alcohol and drug testing company who will use accepted and reliable methods and ensure that tests are carried out with the least possible intrusion into employees' privacy. All possible measures will be in place to ensure confidentiality of test results, and checks will take place to avoid any false results.

Employees who are tested have the right to be informed of their test result before the result is passed to management.

An employee who unreasonably refuses to submit to an alcohol and drug test in accordance with the organisation's rules will be subject to disciplinary action.

### *Action after a positive test*

If a test proves positive, the employee will be invited to attend an interview with a senior manager. The employee will have the right to be accompanied by a colleague or trade union official at this interview.

The outcome of the interview will depend on the circumstances but could include:

- an offer for the employee to undergo a programme of medical treatment, rehabilitation or counselling, where the employee accepts that he/she has a problem with alcohol or drug misuse and is willing to cooperate with the employer in the provision of such support;
- a written disciplinary warning, where there are no safety issues involved and the circumstances are not serious, in which case the employee will be tested again after three and six months;
- dismissal, where the effects of the employee's alcohol or drug taking are or could be serious, for example if the employee works in a safety-critical job and his/her use of alcohol or drugs could affect performance, or where a previous alcohol and drug test within the previous two years has produced a positive result.

### *Complaints*

If an employee has a complaint about the way in which an alcohol and drug test has been conducted, he/she can raise this informally with his/her line manager. If an employee prefers to raise a formal complaint, he/she should refer to the organisation's grievance procedure.

### *Equal opportunities*

In line with its equal opportunities and dignity at work policies, the organisation will take steps to ensure that this policy is not used in a discriminatory manner against any employee and that no individual is unfairly targeted. The organisation will take steps to ensure that employees' dignity is respected at all times.

### *Smoking*

The Company takes its responsibility for the Health and Safety of employees seriously. In view of the risks to health from passive smoking, we have adopted the following no smoking policy. Smoking is prohibited within the organisation's premises, except in certain designated outside areas. The organisation provides receptacles for smokers to dispose of cigarette butts and other smoking waste at all outside locations where smoking is allowed. Acceptance of, and adherence to this policy forms part of every employee's contract of employment.

## **Sickness Absence (HR025)**

The Company aims to encourage all its employees to maximise their attendance at work while recognising that employees will, from time to time, be unable to come to work for short periods due to sickness. This policy relates to short-term sickness absences from work, which are defined as those lasting up to one working week.

While the Company understands that there will inevitably be some short-term sickness absence among employees, it must also pay due regard to its business needs. If an employee is frequently and persistently absent from work, this can damage efficiency and productivity, and place an additional burden of work on the employee's colleagues. By implementing this policy, the Company

aims to strike a reasonable balance between the pursuit of its business needs and the genuine needs of employees to take occasional short periods of time off work because of sickness.

It is the Company's policy to pay only statutory sick pay during periods of sickness absence; however company discretion may be used on an individual basis.

The current statutory rate of sick pay is £88.45 per week, this is payable for up to 28 weeks.

### *Guidelines for managers/supervisors*

Line Managers responsible for staff are expected to manage and control their employees' attendance and absence. They should, as a matter of routine, take the following actions each time an employee has been absent from work for a short period i.e. a period of up to one working week:

- Create a record whenever an employee phones in to report that he/she is unable to come to work due to sickness. This includes recording when the call was made, the stated reason for the absence and how long the employee expects to be absent.
- Conduct routine "return-to-work interviews". Each time an employee returns to work following a short-term absence, his/her manager should speak to the employee about the absence and the reason for it in a fair and factual way. This approach will alert the employee to the fact that the situation is being monitored and will potentially deter casual absences. The manager should be supportive towards the employee and, where appropriate, seek to identify ways in which to assist the employee to improve his/her attendance in the future.
- Require the employee (on return to work) to complete a self-certification form. This should be signed in front of the manager, who should then countersign it and pass it to the HR department for filing.
- Be alert to patterns, for example the persistent Monday or Friday absentee. If a pattern is identified, the manager should put his/her observations to the employee directly so that the employee has the opportunity to provide an explanation. The manager should, however, remain open minded and not jump to any hasty conclusions about the employee's absences.
- Try to establish, through investigation and discussion with the employee, the underlying reasons for frequent absences. Until the underlying cause is identified, an appropriate and effective remedy will be impossible to identify.
- Check whether or not absences are in part because of personal or family problems. If this is the case, a reasonable degree of tolerance and sympathy should be shown towards the employee, as the problems may be unavoidable. The manager should be supportive, while at the same time explaining clearly to the employee that continuing frequent absences from work are unacceptable.
- Check whether the employee's absences are in any way work related for example, as a result of workplace stress. If the problem is work related, the manager should take prompt steps to remove or reduce the factor that is causing the employee's problem.
- Seek medical advice, if appropriate, to determine whether there is any underlying medical cause for the employee's frequent absences.
- Set reasonable targets and time-limits for improvement in attendance and ensure that the employee is committed to achieving them.
- Warn the employee of the consequences of continuing unsatisfactory attendance, i.e. that he/she may eventually be dismissed.
- Keep confidential records of all absences, discussions and medical certificates and make sure that the records clearly identify the reasons for an employee's various absences.

- Schedule a follow-up meeting at an agreed time to monitor the on-going situation.

The HR department is available to provide any advice and guidance in respect of the above.

Before taking any formal action in respect of an employee who has had frequent absences from work, the manager/supervisor should take the following action:

- Check the employee's absence record to gain an accurate assessment of the number of days' absence that he/she has had the number of separate occasions that he/she has been absent and whether or not his/her record is tangibly worse than that of other employees in the Company.
- Check with the human resources department, which will advise on the appropriate action to take in line with the Company's procedures.

Absences from work will be regarded as frequent if, during any period of 12 consecutive months, an employee is absent from work for **10** or more working days, or on **three** separate occasions.

### *Guidelines for employees*

An employee who needs to be absent from work due to sickness must comply with the following rules:

- Notify his/her line manager by telephone if he/she is ill or unable to attend work for any other reason. Notification should be as early as possible and in any event no later than two hours after the employee's start time. The employee should be prepared to state the reason why he/she cannot attend work, and how long he/she thinks the absence will last.
- Attend an interview with his/her line manager on return to work to discuss the absence and the reason for it. One of the purposes of this interview will be to establish whether or not the line manager can provide any support to the employee that could facilitate attendance at work in the future for example, if the employee's absence was in any way work related.
- Complete and submit a self-certification form on return to work for all periods of sickness absence not exceeding seven days.
- Provide a doctor's certificate or "fit note" for a period of sickness absence not exceeding seven days if the Company specifically requests it. In these circumstances the Company will reimburse the employee for the cost of obtaining a certificate if it has to be obtained privately.
- Agree on request to be interviewed and/or examined by an occupational doctor nominated by the Company and to authorise the release of any medical report from the doctor to the Company. The Company will meet all costs associated with any such examination and/or medical report.
- Cooperate with the employer with regard to the possible implementation of any adjustments to job duties, hours or working conditions, resulting from recommendations made by his/her doctor, notwithstanding the fact that the advice on a "fit note" is not binding on the employer.

## **Compassionate Leave (HR026)**

Subject to your statutory right to time off to deal with a family emergency (see the section on Time Off for Dependents), if you suffer a bereavement or serious illness in your family or in a close

relationship, compassionate leave must be approved by your line manager. All requests for compassionate leave will be considered on an individual basis.

There is no contractual or statutory entitlement to be paid for absences relating to compassionate leave. Any payment of salary during compassionate leave is made at the absolute discretion of the Company.

Subject to your statutory right to time off to deal with a family emergency, the Company expects you to use your paid annual leave entitlement for time off needed to care for sick relatives or friends.

### *Special unpaid leave*

The Company may, in certain circumstances, consider requests for special unpaid leave, for example, for the purposes of education, family responsibilities or for important personal reasons. However, the Company expects you to use your paid annual leave first. Otherwise, any further time off for special reasons will only be granted at the absolute discretion of the Company and you have no contractual or statutory right to be paid for this leave. If you wish to apply for special leave, you should do so in writing to Samantha Anderson, Operations Director stating the period of leave requested and the reasons for it. Requests for special leave will be assessed on their individual merits and circumstances. Special leave is operated entirely at the discretion of the Company and it may be withdrawn at any time.

### *General*

Failure to return from leave and report for work on the due date of return without reasonable excuse is a disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure

## **Attendance Procedure (HR027)**

The organisation aims to encourage all its employees to maximise their attendance at work. However, it is recognised that a certain level of absence from work is inevitable for a variety of reasons, including sickness. For guidelines on sickness absence, see the organisation's separate policies on absence.

While the organisation understands that there will inevitably be some absence among employees, it must also pay due regard to its business needs. If an employee is frequently absent from work or is absent for a lengthy period (for whatever reasons), this can damage efficiency and productivity, and place an additional burden of work on the employee's colleagues. By implementing this policy/procedure, the organisation aims to strike a reasonable balance between the pursuit of its business needs and the genuine needs of employees to be absent from work because of sickness or for family, domestic or other reasons. The key aim of the policy/procedure is to encourage reliable attendance among all employees, so that a dependable staffing base can be established to meet the organisation's needs.

All employee absences will be counted for the purpose of this policy/procedure except approved holidays, family leave periods e.g. maternity leave, approved compassionate or special leave,

pregnancy-related absences, absences resulting from a workplace accident, and unless it is justifiable to include them absences that are related to an employee's disability.

The application of this attendance policy/procedure does not imply that an employee is doing, or has done, anything wrong. The procedure is a means of managing attendance, and should not be confused with the disciplinary procedure.

Overall responsibility for the implementation of this policy/procedure lies with the senior manager.

### *Procedure*

Managers responsible for staff are expected to manage and control their employees' attendance.

This procedure has three stages and involves the application of absence "trigger points". It also involves the allocation of responsibility to individual line managers to interview any employee whose level of absence has reached a defined trigger point and, depending on the circumstances, issue a warning about unsatisfactory attendance.

Stage 1 of the procedure is activated at or after:

- 10 working days' absence in any 12-month period; or
- three separate occasions of absence in any 12-month period.

The result of an employee reaching stage 1 of the attendance procedure will be an attendance review meeting with the line manager, which will normally result in a first written warning for unsatisfactory attendance.

Stage 2 of the procedure is activated if at any time during the following 12 months the employee has:

- 10 working days' absence in total; or
- three separate occasions of absence.

The result of reaching stage 2 will be an attendance review meeting with the line manager, which will normally result in a second written warning.

Stage 3 of the procedure involves a repeat of the stage 2 trigger points. Reaching stage 3 of the procedure will normally result in the employee's dismissal, unless there are mitigating factors making it reasonable for the employer to decide not to dismiss.

Where an employee has triggered stage 1 of the attendance procedure, but his/her level of attendance improves so that it falls below the relevant trigger point during the following 12 months, the employee will be removed from the procedure.

Where the attendance level of an employee who has reached stage 2 of the procedure falls below the trigger point for the next period, he/she will automatically revert to the previous stage of the procedure for the following 12 months.

Managers may, in appropriate circumstances, use their discretion to discount certain absences for example on compassionate grounds, and not issue a first or second written warning where stage 1 or 2 of the procedure has been triggered. However, an attendance review meeting should still take place in these circumstances. If an exception is to be made, the reason for it should be discussed and clearly recorded. Similarly, the employer may decide not to dismiss an employee who has reached stage 3 of the procedure if there are special circumstances justifying this course of action. Again a record should be made of the reasons for the decision.

Whenever a trigger point is activated, the manager should take the following actions:

- Check the employee's absence record to gain an accurate assessment of the number of days' absence that he/she has had and the number of separate occasions on which he/she has been absent.
- Write to the employee inviting him/her to a formal attendance review meeting, enclosing a statement summarising the employee's periods of absence during the relevant defined time period and advising him/her of the right to be accompanied by a fellow worker at the meeting.
- Notify the HR department that an attendance review meeting is being set up with the employee. A member of HR department may elect to be present at the meeting.
- At the meeting, invite the employee to explain the reasons for his/her absences, and give him/her the opportunity to put forward any mitigating factors.
- Ensure that the employee understands the requirements of the attendance procedure, the reasons why the procedure is in place, the stage that he/she has reached in the procedure, and the possible consequences of a continuing unsatisfactory level of attendance.
- Enquire whether there is anything that the manager can do to facilitate an improvement in the employee's level of attendance.
- Keep a record of the key points discussed at the meeting and the outcome.
- After a stage 1 or stage 2 meeting, issue a written warning for unsatisfactory attendance, unless the circumstances merit a different approach.
- If the meeting was a stage 3 meeting, the matter should be referred to the senior manager who will, in conjunction with the line manager, consider whether or not the employee should be dismissed.

## Fit For Work Policy (HR028)

This policy explains the important role of the Fit for Work service in helping employees on long-term sickness absence to return to work. The Fit for Work Service is a Government-funded service that provides occupational health assessments on referral from an employee's GP or employer, where the employee is absent from work for at least four weeks.

More information on the service is available on the [Fit for Work](#) website.

### *Employees who can be referred to the Fit for Work service*

Managers can refer employees who:

- have been absent from work for at least four weeks;
- have a reasonable likelihood of being able to return to work within three months;

- have not undergone a Fit for Work assessment in the previous 12 months and have not received a Fit for Work return-to-work plan as a result of the previous referral; and
- consent to be referred.

It is not mandatory for managers to refer an eligible employee to Fit for Work, nor is the employee obliged to agree to a referral.

The employee's consent must be obtained before managers can make a referral to Fit for Work. A form to get the employee's consent for referral can be obtained from the HR department.

Managers cannot make a referral to Fit for Work if the employee's GP has already done so.

To be eligible for referral, the employee must be living in England, Wales or Scotland. Self-employed contractors cannot be referred to the Fit for Work Service.

Individuals who are ineligible for referral are able to access the Fit for Work advice line. Ineligible individuals can also contact their line manager at any time for advice or assistance.

#### *Process on referral to Fit for Work service*

Either the organisation or the employee's GP can refer employees to the Fit for Work service. The process is as follows:

- The employee is referred to the service, either by our organisation (with the employee's prior consent) or the employee's GP.
- The Fit for Work service contacts the employee to conduct an occupational health assessment, with the employee assigned a case manager.
- The case manager contacts our organisation if necessary and with the employee's prior consent.
- The occupational health assessment results in a return-to-work plan, which can be shared with our organisation with the employee's prior consent.
- The case manager contacts the employee at an arranged point to check if the return-to-work plan is on course and again shortly after the return-to-work date.
- The case manager can make any changes to the return-to-work plan as a result of this contact, with the amended return-to-work plan available to our organisation with the employee's prior consent.
- The case manager can arrange any further occupational health assessments if necessary, for example if the employee has not returned to work as anticipated.

The employee is discharged from the service if:

- he/she has returned to work (including a phased return to work);
- he/she no longer needs any assistance from the service; or
- a return to work has not been possible after three months.

### *Contact from the Fit for Work service about an employee*

This process means that it is possible that an employee's GP will refer him/her to the Fit for Work service without the organisation's knowledge and the first contact the organisation receives about that employee from the Fit for Work service is when contact is made by the employee's case manager.

It is very important that anyone within the organisation who is contacted by the Fit for Work service about an employee deals with the initial contact properly. In the first instance, the initial recipient of the call from the employee's case manager must contact the employee's manager, who must be involved as early as possible in the process. This is to allow individuals within the organisation with all the information about the employee's health and situation to assist the case manager.

The initial recipient of the call from the employee's case manager should not attempt to answer the case manager's queries without being in possession of all the relevant information about the employee's health and without having discussed the matter with the employee's manager.

### *Employee's consent to referral to Fit for Work service*

Where a manager wishes to refer an employee to the Fit for Work service, this should be done only with the employee's prior consent. The organisation will explain to the employee the reasons for the referral, and the referral should go ahead only once the employee has consented. The employee must not be coerced into agreeing, nor badly treated if he/she does not agree to the referral.

This consent should be obtained using our organisation's form for an employee to consent to a Fit for Work referral, which can be obtained from the HR department.

The Fit for Work service will obtain the employee's consent before:

- the initial assessment takes place;
- each version of the return-to-work plan is shared with the GP and our organisation; and
- the Fit for Work service contacts the GP or our organisation, or any third party if this is necessary as part of the assessment.

### *Return-to-work plan*

Once our organisation receives the return-to-work plan from the Fit for Work service, the plan will be implemented where possible. The first step towards this will be inviting the employee to attend a meeting to discuss a phased return to work following long-term sickness absence.

Further meetings will be held as necessary to discuss how the return-to-work plan is progressing. This should include a meeting following receipt of any amended return-to-work plan from the Fit for Work service.

### *Return-to-work plan status*

The return-to-work plan has the same status as a fit note. GPs are not obliged to issue a fit note if the Fit for Work service issues a return-to-work plan.

This means that managers should accept a Fit for Work service return-to-work plan as evidence of sickness absence (for example, for statutory sick pay purposes) in the same way as a fit note issued by an employee's GP.

It is not mandatory for the organisation to implement any recommendations highlighted in a Fit for Work service return-to-work plan. However, it is the organisation's policy to follow such recommendations where possible, to give the employee on long-term sick leave the best chance of returning to, and staying at, work.

### *Queries*

Employees, who have any queries that are not answered above, or have any other questions about the policy, or need advice about particular circumstances, should contact their manager.

## **Company Maternity Policy (HR029)**

This policy sets out the rights of employees to statutory maternity leave and pay.

The organisation recognises that, from time to time, employees may have questions or concerns relating to their maternity rights. It is the organisation's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the maternity provisions are complex, if an employee becomes pregnant she should clarify the relevant procedures with your line manager to ensure that they are followed correctly.

The following definitions are used in this policy:

"Expected week of childbirth" means the week, starting on a Sunday, during which the employee's doctor or midwife expects her to give birth.

"Qualifying week" means the 15<sup>th</sup> week before the expected week of childbirth.

All pregnant employees (regardless of length of service) have the right in law to take up to 26 weeks' ordinary maternity leave and up to a further 26 weeks' additional maternity leave and to resume work afterwards. The employee is therefore entitled to a total period of 52 weeks' maternity leave. Additional maternity leave follows on immediately from the end of the period of ordinary maternity leave.

All employees who take maternity leave have the right to return to work at any time during either ordinary maternity leave or additional maternity leave (except during the first two weeks from the day of childbirth or four weeks in the case of factory workers), subject to their following the correct notification procedures as set out below.

### *How much maternity pay will the employee receive?*

Employees who have been continuously employed by the organisation for at least 26 weeks at the end of their qualifying week and are still employed during that week, will also qualify for statutory maternity pay, providing that:

- they are still pregnant 11 weeks before the start of the expected week of childbirth (or have already given birth);
- they have provided a MAT B1 form stating their expected week of childbirth; and
- their average weekly earnings are not less than the lower earnings limit for national insurance contributions.

Statutory maternity pay is payable for up to 39 weeks, with the first six weeks payable at 90% of the employee's average weekly earnings. The remaining 33 weeks is payable at £139.58 per week, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate. It is treated as earnings and is therefore subject to PAYE and national insurance deductions.

If the employee becomes eligible for a pay rise between the start of the original calculation period and the end of her maternity leave (whether ordinary maternity leave or additional maternity leave), the higher or standard rate of statutory maternity pay will be recalculated to take account of the employee's pay rise, regardless of whether statutory maternity pay has already been paid. This means that the employee's statutory maternity pay will be recalculated and increased retrospectively, or that she may qualify for statutory maternity pay if she did not previously. The employee will be paid a lump sum to make up any difference between statutory maternity pay already paid and the amount payable as a result of the pay rise.

Payment of statutory maternity pay cannot start prior to the 11<sup>th</sup> week before the employee's expected week of childbirth. It can start from any day of the week in accordance with the date the employee starts her maternity leave.

Statutory maternity pay is payable whether or not the employee intends to return to work after her maternity leave.

Employees who are not entitled to statutory maternity pay may be entitled to receive maternity allowance payable directly by the Government. If an employee is not entitled to statutory maternity pay, the organisation will provide the employee with an SMP1 form to allow her to pursue a claim for maternity allowance.

### *Timing of maternity leave*

Ordinary maternity leave can start at any time after the beginning of the 11<sup>th</sup> week before the employee's expected week of childbirth (unless her child is born prematurely before that date in which case it will start earlier). Maternity leave will start on whichever date is the earlier of:

- the employee's chosen start date;
- the day after the employee gives birth; or
- the day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the expected week of childbirth.

If the employee gives birth before her maternity leave was due to start, she must notify the organisation in writing of the date of the birth as soon as reasonably practicable.

The law obliges all employees to take a minimum of two weeks of maternity leave immediately after the birth of the child (four weeks in the case of factory workers).

### *Notice requirements*

On becoming pregnant, an employee should notify her line manager as soon as possible. This is important as there are health and safety considerations for the organisation.

By the end of the qualifying week, or as soon as reasonably practicable afterwards, the employee is required to inform the organisation in writing of:

- the fact that she is pregnant;
- her expected week of childbirth; and
- the date on which she intends to start her maternity leave.

The employee must also provide a MAT B1 form, which is a certificate from a doctor or midwife confirming the expected week of childbirth. The form must have either the doctor's name and address or the midwife's name and registration number on it.

The employee is permitted to bring forward her maternity leave start date, provided that she advises the organisation in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone her maternity leave start date, provided that she advises the organisation in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The organisation will formally respond in writing to the employee's notification of her leave plans within 28 days, confirming the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave.

The employee is required to give at least 28 days' notice of the date that she wants her statutory maternity pay to begin. If it is not possible for the employee to give 28 days' notice, for example if the baby arrives early, she should tell the organisation as soon as reasonably practicable.

### *Time off for antenatal care*

Once an employee has advised the organisation that she is pregnant, she will be entitled not to be unreasonably refused paid time off work to attend antenatal appointments as advised by her doctor, registered midwife or registered health visitor.

To be entitled to take time off for antenatal care, the employee is required to produce a certificate from her doctor, registered midwife or registered health visitor, stating that she is pregnant. Except in the case of the first appointment, the employee should also produce evidence of the appointment, such as a medical certificate or appointment card, if requested to do so.

Antenatal care may include relaxation and parent craft classes that the employee's doctor, midwife or health visitor has advised her to attend, in addition to medical examinations.

The employee should endeavour to give her line manager as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

An individual who has a qualifying relationship with the employee, which includes the employee's husband or civil partner and the father of the expected child, is eligible to take unpaid time off to accompany the employee at up to two antenatal appointments. The individual with the qualifying relationship should ask his/her employer for more details of the right.

### *Health and safety*

The organisation has a duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant,

have recently given birth or are breastfeeding where the work is of a kind that could involve a risk of harm or danger to her health and safety or the health and safety of her baby and the risk arises from either processes, working conditions or physical, chemical or biological agents in the workplace. If applicable, the organisation will provide the employee with information as to any risks identified in the risk assessment. If the risk assessment reveals that the employee would be exposed to health hazards in carrying out her normal job duties, the organisation will take such steps as are reasonably necessary to avoid those risks, such as altering the employee's working conditions. In some cases, this may mean offering the employee suitable alternative work (if available) on terms and conditions that are not substantially less favourable.

If it is not possible for the organisation to alter the employee's working conditions to remove the risks to her health and there is no suitable alternative work available to offer her on a temporary basis, the organisation may suspend her from work on maternity grounds until such time as there are no longer any risks to her health. This may be for the remainder of her pregnancy until the commencement of her maternity leave. If an employee is suspended in these circumstances, her employment will continue during the period of the suspension and it does not in any way affect her statutory or contractual employment and maternity rights. The employee will be entitled to her normal salary and contractual benefits during the period of her suspension, unless she has unreasonably refused an offer of suitable alternative employment.

### *Sickness absence*

If an employee is absent from work during pregnancy owing to sickness, she will receive normal statutory or contractual sick pay in the same manner as she would during any other sickness absence provided that she has not yet begun ordinary maternity leave. If, however, the employee is absent from work due to a pregnancy-related illness after the beginning of the fourth week before her expected week of childbirth, her maternity leave will start automatically.

If the employee is absent from work wholly or partly because of pregnancy during the four weeks before the expected week of childbirth, she must notify the organisation in writing of this as soon as reasonably practicable.

### *Rights during maternity leave*

During ordinary maternity leave and additional maternity leave, all terms and conditions of the employee's contract except normal pay will continue. Salary will be replaced by statutory maternity pay if the employee is eligible for it.

This means that, while sums payable by way of salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue and pension contributions will continue to be paid.

Employees are encouraged to take any outstanding holiday due to them before the commencement of maternity leave. Employees are reminded that holiday must be taken in the year that it is earned.

### *Contact during maternity leave*

The organisation reserves the right to maintain reasonable contact with employees during maternity leave. This may be to discuss employees' plans for return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

### *Keeping-in-touch days*

Employees can agree to work for the organisation (or to attend training) for up to 10 days during their maternity leave without that work bringing their maternity leave to an end and without loss of a week's statutory maternity pay. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

The organisation has no right to require employees to carry out any work and employees have no right to undertake any work during their maternity leave. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between employees and the organisation.

### *Returning to work after maternity leave*

The employee may return to work at any time during ordinary maternity leave or additional maternity leave, provided that she gives the appropriate notification. Alternatively, the employee may take her full period of maternity leave entitlement and return to work at the end of this period. If the employee wishes to return before the full period of maternity leave has elapsed, she must give at least eight weeks' notice in writing to the organisation of the date on which she intends to return.

The employee has the right to resume working in the same job if returning to work from ordinary maternity leave. If the employee returns to work after a period of additional maternity leave, she is entitled to return either to the same job or, if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.

Failure to return to work by the end of maternity leave will be treated as an unauthorised absence unless the employee is sick and produces a current medical certificate before the end of the maternity leave period.

If the employee decides during maternity leave that she does not wish to return to work, she should give written notice of resignation to the organisation as soon as possible and in accordance with the terms of her contract of employment.

### *Shared parental leave*

Shared parental leave enables mothers to commit to ending their maternity leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from maternity leave and opt in to shared parental leave and pay at a later date.

Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block (in which case the organisation is required to accept the request as long as the employee meets the eligibility and notice requirements), or as a number of separate blocks of leave (in which case the employee needs the organisation's agreement).

To be able to take shared parental leave, an employee and his/her partner must meet various eligibility requirements and have complied with the relevant curtailment, notice and evidence requirements. This includes the mother curtailing her maternity leave.

Employees can refer to the organisation's policy on shared parental leave, where they will find full details of the eligibility requirements, as well as instructions as to how the mother's maternity leave

can be curtailed. The organisation's policy on shared parental leave sets out the notice periods with which employees must comply with and what evidence they must provide to the organisation. The policy also contains more details on employees' entitlement to statutory shared parental pay.

The mother and the partner should ensure that they are each liaising with their own employer when making requests for shared parental leave.

## **Paternity Leave Policy (HR030)**

This policy sets out the statutory rights and responsibilities of employees who wish to take paternity leave.

The organisation recognises that, from time to time, employees may have questions or concerns relating to their paternity rights. It is the organisation's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the paternity provisions are complex, line managers should clarify the relevant procedures with the HR department to ensure that they are followed.

### *Ordinary paternity leave*

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 15<sup>th</sup> 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. In respect of an adopted child, the employee must have 26 weeks' continuous service by 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 leave 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 parental leave in relation to the same child.

### *Notification of ordinary paternity leave*

Where an employee wishes to request ordinary paternity leave in respect of a birth child, he/she must give his/her line manager 15 weeks' written notice of the date on which his/her partner's baby is due, the length of ordinary paternity leave he/she wishes to take and the date on which he/she wishes the leave to commence.

In the case of an adopted child, the employee must give written notice of his/her intention to take ordinary paternity leave no later than seven days after the date on which notification of the match with the child was given by the adoption agency. The notice must specify the date the child is expected to be placed for adoption, the date the employee intends to start ordinary paternity leave, the length of the intended ordinary paternity leave period and the date on which the adopter was notified of having been matched with the child.

If an employee subsequently wishes to change the timing of the ordinary paternity leave, he/she must give 28 days' written notice of the new dates. The employee must also, if so requested, complete and sign a self-certificate declaring that he/she is entitled to ordinary paternity leave and ordinary statutory paternity pay.

### *Ordinary statutory paternity pay*

Pay during ordinary paternity leave will be at a standard rate of £139.58 per week, or at a rate equivalent to 90% of the employee's average weekly earnings if this figure is less than £139.58 per week. 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 time off will be unpaid.

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 your line manager.

The employee should endeavour to give his/her line manager 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.

### *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.

### *Shared parental leave*

Shared parental leave is available in relation to babies due on or after 5 April 2015 (or, in the case of adoption leave, children placed for adoption on or after 5 April 2015). Shared parental leave enables mothers or adopters to commit to ending their maternity or adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner.

An employee can choose to take both ordinary paternity leave and shared parental leave, but the period of ordinary paternity leave must come first. An employee cannot take ordinary paternity leave if he/she has already taken a period of shared parental leave in relation to the same child.

Shared parental leave must be taken in blocks of at least one week. Individuals can request to take shared parental leave in one continuous block (in which case the organisation is required to accept the request as long as the individual meets the eligibility and notice requirements), or as a number of separate blocks of leave (in which case the individual needs the organisation's agreement).

To be able to take shared parental leave, an employee and his/her partner must meet various eligibility requirements and have complied with the relevant curtailment, notice and evidence requirements. This includes the mother curtailing her maternity leave, or adopter curtailing his/her adoption leave.

Employees can refer to the organisation's policy on shared parental leave, where they will find full details of the eligibility requirements, as well as instructions as to how the mother's maternity leave can be curtailed. The organisation's policy on shared parental leave sets out the notice periods with which employees must comply with and what evidence they must provide to the organisation. The policy also contains more details on employees' entitlement to statutory shared parental pay.

The mother/adopter and the partner should ensure that they are each liaising with their own employer when making requests for shared parental leave.

### *Adoptions from overseas*

If an employee has adopted a child from overseas, he/she may still be entitled to additional paternity leave provided again that the primary adopter has returned to work. Special rules apply in these circumstances. For further information, please contact the HR department.

## **Shared parental leave policy (HR031)**

### *Introduction to shared parental leave*

This policy sets out the rights of employees to shared parental leave and pay. Shared parental leave is a type of leave that is available to parents with babies due on or after 5 April 2015. Shared parental leave enables mothers to commit to ending their maternity leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from maternity leave and opt in to shared parental leave and pay at a later date. The organisation provides a separate policy on shared parental leave for employees who are adopting children.

Shared parental leave should not be confused with ordinary parental leave, which is unaffected by shared parental leave. Ordinary parental leave is the entitlement to up to 18 weeks' unpaid leave. The organisation provides a separate policy on ordinary parental leave.

The organisation recognises that, from time to time, employees may have questions or concerns relating to their shared parental leave rights. It is the organisation's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the shared parental leave provisions are complex, if an employee wishes to take shared parental leave, he/she should clarify the relevant procedures with your line manager, to ensure that they are followed correctly.

### *Definitions under this shared parental leave policy*

The following definitions are used in this policy:

"Mother" means the mother or expectant mother of the child.

"Partner" means the father of the child, or the person who, at the date of the child's birth, is married to, the civil partner of, or the partner of the mother. This includes someone, of either sex, who lives

with the mother and the child in an enduring family relationship but who is not the mother's child, parent, grandchild, grandparent, sibling, aunt, uncle, niece or nephew.

"Expected week of childbirth" means the week, starting on a Sunday, during which the mother's doctor or midwife expects her to give birth.

### *Scope of this shared parental leave policy*

This policy applies in relation to employees of the organisation, whether they are the mother or the partner. If it is the mother who is employed by the organisation, her partner must (where relevant) submit any notifications to take shared parental leave set out in this policy to his/her own employer, which may have its own shared parental leave policy in place, if he/she wants to take a period of shared parental leave.

Similarly, if it is the partner who is employed by the organisation, the mother must (where relevant) submit any notifications to take shared parental leave to her own employer.

The mother and the partner should ensure that they are each liaising with their own employer to ensure that requests for shared parental leave are handled as smoothly as possible.

### *Amount of shared parental leave available*

The amount of shared parental leave to which an individual is entitled will depend on when the mother brings her maternity leave period to an end and the amount of leave that the other parent takes in respect of the child. Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block in which case the organisation is required to accept the request as long as the employee meets the eligibility and notice requirements, or as a number of discontinuous blocks of leave in which case the employee needs the organisation's agreement. A maximum of three requests for leave per pregnancy can normally be made by each parent.

The first two weeks or four weeks for factory workers following birth are the compulsory maternity leave period and are reserved for the mother. This means that the mother cannot curtail her maternity leave to take shared parental leave until two weeks after the birth and the maximum period that the parents could take as shared parental leave is 50 weeks between them although it will normally be less than this because of the maternity leave that mothers usually take before the birth.

However, the mother's partner can begin a period of shared parental leave at any time from the date of the child's birth but the partner should bear in mind that he/she is entitled to take up to two weeks' ordinary paternity leave following the birth of his/her child, which he/she will lose if shared parental leave is taken first. The mother and partner must take any shared parental leave within 52 weeks of birth.

### *Eligibility for shared parental leave*

For employees to be eligible to take shared parental leave, both parents must meet certain eligibility requirements.

### *Mother's eligibility for shared parental leave*

The mother is eligible for shared parental leave if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with the organisation until the week before any period of shared parental leave that she takes;
- has, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- is entitled to statutory maternity leave in respect of the child; and
- complies with the relevant maternity leave curtailment requirements or has returned to work before the end of statutory maternity leave, and shared parental leave notice and evidence requirements.

In addition, for the mother to be eligible for shared parental leave, the partner must:

- have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold currently £30 for any 13 of those 66 weeks; and
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child.

### *Partner's eligibility for shared parental leave*

The partner is eligible for shared parental leave if he/she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with the organisation until the week before any period of shared parental leave that he/she takes;
- has, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- complies with the relevant shared parental leave notice and evidence requirements.

In addition, for the partner to be eligible for shared parental leave, the mother must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold currently £30 for any 13 of those 66 weeks;

- have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- be entitled to statutory maternity leave, statutory maternity pay or maternity allowance in respect of the child; and
- comply with the relevant maternity leave or pay curtailment requirements or have returned to work before the end of statutory maternity leave.

### *Notice requirements for shared parental leave*

The notices that the parents must give to the relevant employer to be able to take shared parental leave are made up of three elements. They are:

- a "maternity leave curtailment notice" from the mother setting out when she proposes to end her maternity leave unless the mother has already returned to work from maternity leave;
- a "notice of entitlement and intention" from the employee giving an initial, non-binding indication of each period of shared parental leave that he/she is requesting; and
- a "period of leave notice" from the employee setting out the start and end dates of each period of shared parental leave that he/she is requesting.

The notice periods set out below are the minimum required by law. However, the earlier the employee informs the organisation of his/her intentions, the more likely it is that the organisation will be able to accommodate the employee's wishes, particularly if he/she wants to take periods of discontinuous leave.

Employees are advised that, if they have already decided the pattern of shared parental leave that they would like to take, they can provide more than one type of notice at the same time. For example, the mother could provide a maternity leave curtailment notice, notice of entitlement and intention and period of leave notice at the same time. Similarly, the partner could provide his/her notice of entitlement and intention and period of leave notice at the same time.

### *Mother's notice curtailing maternity leave*

Before the mother or partner can take shared parental leave, the mother must either return to work before the end of her maternity leave by giving the required eight weeks' notice of her planned return or provide her employer with a maternity leave curtailment notice. The maternity leave curtailment notice must be in writing and state the date on which maternity leave is to end. That date must be:

- after the compulsory maternity leave period, which is the two weeks
- at least eight weeks after the date on which the mother gave the maternity leave curtailment notice to her employer; and
- at least one week before what would be the end of the additional maternity leave period.

The mother must provide her maternity leave curtailment notice at the same time she provides either her notice of entitlement and intention or a declaration of consent and entitlement signed by the mother confirming that her partner has given his/her employer a notice of entitlement and intention.

### *Revocation of maternity leave curtailment notice*

The mother can withdraw her notice curtailing her maternity leave in limited circumstances. The withdrawal of a maternity leave curtailment notice must be in writing and can be given only if the mother has not returned to work. The mother can withdraw her maternity leave curtailment notice if:

- it is discovered that neither the mother nor the partner are entitled to shared parental leave or statutory shared parental pay and the mother withdraws her maternity leave curtailment notice within eight weeks of the date on which the notice was given;
- the maternity leave curtailment notice was given before the birth of the child and the mother withdraws her maternity leave curtailment notice within six weeks of the child's birth; or
- the partner has died.

### *Employee's notice of entitlement and intention*

The employee, whether the mother or the partner, must provide the organisation with a non-binding notice of entitlement and intention. The employee's notice of entitlement and intention, which must be in writing and provided at least eight weeks before the start date of the first period of shared parental leave to be taken by the employee, must set out the following information.

If the employee is the mother, the notice of entitlement and intention must set out:

- the mother's name;
- the partner's name;
- the start and end dates of any statutory maternity leave taken or to be taken by the mother;
- the total amount of shared parental leave available;
- the child's expected week of birth and the child's date of birth (although, if the child has not yet been born, the date of birth can be provided as soon as reasonably practicable after birth, and before the first period of shared parental leave to be taken by the mother);
- how much shared parental leave the mother and partner each intend to take; and
- a non-binding indication as to when the employee intends to take shared parental leave including the start and end dates for each period of leave.

The mother's notice of entitlement and intention must include a declaration signed by her that:

- she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;
- the information she gives in the notice of entitlement and intention is accurate; and
- she will immediately inform the organisation if she ceases to care for the child.

In addition, the mother's notice of entitlement and intention must include a declaration signed by her partner:

- specifying the partner's name, address, and national insurance number or declaring that the partner does not have a national insurance number;
- declaring that the partner satisfies, or will satisfy, the conditions set out above (see Mother's eligibility for shared parental leave)
- declaring that the partner is the father of the child, or is married to, the civil partner of, or the partner of, the mother;
- declaring that the partner consents to the amount of leave that the mother intends to take; and
- declaring that the partner consents to the mother's employer processing the information in the partner's declaration.

If the employee is the partner, the partner's notice of entitlement and intention must set out:

- the partner's name;
- the mother's name;
- the start and end dates of any periods of statutory maternity leave, statutory maternity pay or maternity allowance taken or to be taken by the mother;
- the total amount of shared parental leave available;
- the child's expected week of birth and the child's date of birth although, if the child has not yet been born, the date of birth can be provided as soon as reasonably practicable after birth, and before the first period of shared parental leave to be taken by the partner;
- how much shared parental leave the partner and mother each intend to take; and
- a non-binding indication as to when the partner intends to take shared parental leave including the start and end dates for each period of leave.

The partner's notice of entitlement and intention must include a declaration signed by the partner that:

- he/she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;

- the information given by the partner in the notice of entitlement and intention is accurate; and
- He/she will immediately inform the organisation if he/she ceases to care for the child or if the mother informs him/her that she no longer meets the requirement to have curtailed her maternity leave or pay period.

In addition, the partner's notice of entitlement and intention must include a declaration signed by the mother:

- specifying the mother's name, address, and national insurance number or declaring that the mother does not have a national insurance number;
- declaring that the mother satisfies, or will satisfy, the conditions set out above (see Partner's eligibility for shared parental leave) and she will notify the partner if she no longer qualifies for maternity leave, statutory maternity pay or maternity allowance;
- declaring that the mother consents to the amount of leave that the partner intends to take;
- declaring that she will immediately inform the employee if she no longer meets the requirement to have curtailed her maternity leave or pay period; and
- declaring that the mother consents to the partner's employer processing the information in the mother's declaration.

Within 14 days of receiving a notice of entitlement and intention from the employee, whether the mother or partner, the organisation can request from the employee:

- a copy of the child's birth certificate or, if the child has not been born, a copy of the birth certificate within 14 days of the birth - if the birth certificate has yet to be issued after this period, a signed declaration stating the date and location of the child's birth will suffice; and
- the name and address of the other parent's employer or a declaration that the other parent has no employer.

The employee has 14 days from the date of the request to send the organisation the required information.

### *Variation or cancellation of notice of entitlement and intention*

The employee can vary or cancel his/her proposed shared parental leave dates following the submission of a notice of entitlement and intention, provided that he/she provides the organisation with a written notice. The written notice must contain:

- an indication as to when the employee intends to take shared parental leave including the start and end dates for each period of leave;
- details of any periods of shared parental leave that have been notified through a period of leave notice;

- details of any periods of statutory shared parental pay that have been notified in relation to periods where shared parental leave was not to be taken; and
- a declaration signed by the mother and the partner that they agree to the variation.

Any indication of leave intended to be taken that the employee provides in a variation of notice of entitlement and intention is non-binding until he/she provides a period of leave notice in relation to that period of leave. There is no limit on the number of variations of notice of entitlement and intention that the employee can make.

### *Employee's period of leave notice*

To take a period of shared parental leave, the employee must provide the organisation with a written notice setting out the start and end dates of each period of shared parental leave requested in that notice.

A period of leave notice must be given not less than eight weeks before the start date of the first period of shared parental leave requested in the notice. The notice may be given at the same time as a notice of entitlement and intention and can be a request for a continuous period of leave or discontinuous periods of leave.

### *Variation or cancellation of period of leave notice*

The employee can vary or cancel his/her proposed shared parental leave dates following the submission of a period of leave notice, provided that he/she provides his/her employer with a written notice not less than eight weeks before any period of leave varied or cancelled by the notice is due to commence. The written notice can:

- vary the start date or the end date of any period of shared parental leave or cancel a request for leave;
- request that a continuous period of leave become discontinuous periods of leave; or
- request that discontinuous periods of leave become a continuous period of leave.

### *Limit on number of requests for leave*

The employee can provide a combined total of up to three period of leave notices or variations of period of leave notices per pregnancy, although the organisation may waive this limit in some circumstances.

### *Continuous period of shared parental leave*

If the employee submits a period of leave notice requesting one continuous period of leave, he/she will be entitled to take that period of leave.

### *Discontinuous periods of shared parental leave*

The employee may submit a period of leave notice requesting discontinuous periods of leave. For example, the mother and partner could request a pattern of leave from their respective employers that allows them to alternate childcare responsibilities.

If the employee submits a period of leave notice requesting discontinuous periods of leave, the organisation, in the two weeks beginning with the date the period of leave notice was given, can:

- consent to the pattern of leave requested;
- propose an alternative pattern of leave; or
- refuse the pattern of leave requested.

If agreement is reached within those two weeks, the employee is entitled to take the leave on the dates agreed.

If no agreement has been reached within that two-week discussion period, the employee is entitled to take the leave as one continuous period of leave. In that event, the employee must choose a start date for the leave that is at least eight weeks from the date on which the period of leave notice was originally given. The employee must notify the organisation of that date within five days of the end of the two-week discussion period. If the employee does not choose a start date within five days of the end of the two-week discussion period, the period of continuous leave will start on the date of the first period of leave requested in the period of leave notice.

Alternatively, if the organisation has refused the request or no agreement has been reached during the two-week discussion period, the employee may withdraw a period of leave notice requesting discontinuous periods of leave. The employee can withdraw a period of leave notice at any time on or before the 15th day after the period of leave notice was given. A notice for discontinuous leave that has been withdrawn before it is agreed does not count towards the total number of requests for leave that an employee can make.

### *Amount of shared parental pay available*

Statutory shared parental pay is available for eligible parents to share between them while on shared parental leave. The number of weeks' statutory shared parental pay available to the parents will depend on how much statutory maternity pay or maternity allowance the mother has been paid when her maternity leave or pay period ends.

A total of 39 weeks' statutory maternity pay or maternity allowance is available to the mother. As there is a compulsory maternity leave period of two weeks, this means that a mother who ends her maternity leave at the earliest opportunity could share up to 37 weeks' statutory shared parental pay with her partner.

Any statutory shared parental pay due during shared parental leave will be paid at £139.58 per week, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

It is up to the parents as to who is paid the statutory shared parental pay and how it is apportioned between them.

### *Eligibility for statutory shared parental pay*

For employees to be eligible for statutory shared parental pay, both parents must meet certain eligibility requirements.

### *Mother's eligibility for statutory shared parental pay*

The mother is eligible for statutory shared parental pay if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with her employer until the week before any period of shared parental pay that she gets;
- has normal weekly earnings for a period of eight weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- is absent from work and intends to care for the child during each week in which she receives statutory shared parental pay; and
- is entitled to statutory maternity pay in respect of the child, but the maternity pay period has been reduced.

In addition, for the mother to be eligible for statutory shared parental pay, the partner must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- have average weekly earnings of at least the maternity allowance threshold currently £30 for any 13 of those 66 weeks.

### *Partner's eligibility for statutory shared parental pay*

The partner is eligible for statutory shared parental pay if he/she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with his/her employer until the week before any period of shared parental pay that he/she gets;

- has normal weekly earnings for eight weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- is absent from work and intends to care for the child during each week in which he/she receives statutory shared parental pay.

In addition, for the partner to be eligible, the mother must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold currently £30 for any 13 of those 66 weeks;
- have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child; and
- be entitled to statutory maternity pay or maternity allowance in respect of the child, but the maternity pay period or maternity allowance period has been reduced.

### *Rights during shared parental leave*

During shared parental leave, all terms and conditions of the employee's contract except normal pay will continue. Salary will be replaced by statutory shared parental pay.

This means that, while sums payable by way of salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue

### *Contact during shared parental leave*

The organisation reserves the right to maintain reasonable contact with employees during shared parental leave. This may be to discuss employees' plans for their return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

An employee can agree to work for the organisation or to attend training for up to 20 days during shared parental leave without that work bringing the period of his/her shared parental leave and pay to an end. These are known as "shared-parental-leave-in-touch" (SPLIT) days.

The organisation has no right to require employees to carry out any work and employees have no right to undertake any work during their shared parental leave. Any work undertaken, and the amount of salary paid for any work done on SPLIT days, is entirely a matter for agreement between employees and the organisation.

If you are entitled to receive statutory shared parental pay for any week during which you attend work for SPLIT days, you will still receive this in the usual way. In addition, we will also pay you for each hour that you work during a SPLIT day at your normal rate (please see your contract of employment)

### *Returning to work following shared parental leave*

The employee has the right to resume working in the same job when returning to work from shared parental leave if the period of leave, when added to any other period of shared parental leave, statutory maternity leave or statutory paternity leave taken by the employee in relation to the same child, is 26 weeks or less.

If the employee is returning to work from shared parental leave and the period of leave taken is more than 26 weeks, when added to any other period of shared parental leave, statutory maternity or paternity leave taken in relation to the same child, or was the last of two or more consecutive periods of statutory leave that included a period of ordinary parental leave of more than four weeks, or a period of additional maternity leave, the employee has the right to return to the same job unless this is not reasonably practicable. In these circumstances, if it is not reasonably practicable for the organisation to permit a return to the same job, the employee has the right to return to another job that is suitable and appropriate for him/her.

## **Adoption Leave (HR032)**

This policy sets out the rights of employees to statutory adoption leave and pay.

On or after 5 April 2015, an employee who adopts a child through an approved adoption agency is entitled to up to 52 weeks' adoption leave from day one of his/her employment.

The employee's entitlement is to take up to 26 weeks' ordinary adoption leave followed immediately by up to 26 weeks' additional adoption leave. The employee's maximum entitlement is thus to take up to 52 weeks' adoption leave.

All employees who take adoption leave have the right to return to work at any time during either ordinary adoption leave or additional adoption leave subject to their following the correct notification procedures as set out below.

### *Who qualifies for statutory adoption pay and how much will the employee receive?*

Employees who take adoption leave will also qualify for statutory adoption pay, provided that they have 26 weeks' service calculated as at the week in which notification of matching was given by the adoption agency and have average weekly earnings not less than the lower earnings limit for national insurance contributions. Statutory adoption pay is payable for up to 39 weeks. In relation to adoption pay periods beginning on or after 5 April 2015, statutory adoption pay is payable at 90% of normal earnings for the first six weeks, following which it is payable at the rate set by the Government for the relevant tax year (or 90% of normal earnings, if that is lower than the Government's rate).

Parents who will become the legal parents of a child under a surrogacy arrangement are entitled to take statutory adoption leave if the child's expected week of birth begins on or after 5 April 2015. Local authority foster parents who are also prospective adopters ("foster to adopt") are entitled to take ordinary adoption leave in relation to children matched for adoption on or after 5 April 2015.

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

### *Timing of adoption leave*

Adoption leave can start on the day the child is placed for adoption, or up to 14 days earlier.

In order to make administration as easy as possible, the employee should discuss the timing of his/her adoption leave with his/her immediate manager as early as possible.

### *Notice requirements*

In order to be entitled to take adoption leave and receive statutory adoption pay, the employee is required to give the Company written notification of his/her intention to take adoption leave no later than seven days after the date on which notification of the match with the child was provided by the adoption agency. Notice, which must be in writing if the Company requests it, must specify the date the child is expected to be placed with the employee for adoption and the date the employee intends his/her adoption leave to start.

The employee is permitted to bring forward his/her adoption leave start date, provided that he/she advises the Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone his/her adoption leave start date, provided that he/she advises the Company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable. The employee must also, if the Company requests it, provide evidence of entitlement to adoption leave and pay by producing a "matching certificate" from the adoption agency.

Any failure to give proper notice of an intention to start adoption leave will be regarded as a disciplinary offence, leading potentially to disciplinary sanctions for misconduct if appropriate.

Within 28 days of receiving the employee's notice of intention to take adoption leave, the Company will write to the employee confirming the latest date on which the employee must return to work after adoption leave.

### *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.

An employee adopting a child alone is entitled to take paid time off to attend up to five adoption appointments (under s.57ZJ of the Employment Rights Act 1996). 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 [and his/her partner] to have contact with the child (for example, to bond with him/her before the placement) and 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 will 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).

In addition, if the employee is adopting jointly, the organisation will ask the individual to sign a declaration, to be submitted alongside the documentary evidence, 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.

### *Rights during adoption leave*

During ordinary adoption leave and additional adoption leave, all terms and conditions of the employee's contract except normal pay will continue. Salary/wages will be replaced by statutory adoption pay if the employee is eligible for it.

This means that, while sums payable by way of wages or salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue and pension contributions will continue to be paid.

Employees are encouraged to take any outstanding holiday due to them before the commencement of adoption leave. Employees are reminded that holiday must be taken in the year that it is earned.

### *Contact during adoption leave*

The Company reserves the right to maintain reasonable contact with employees during adoption leave. This may be to discuss employees' plans for return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

### *Keeping-in-touch days*

Employees can agree to work for the Company or to attend training for up to 10 days during their adoption leave without that work bringing their adoption leave to an end and without loss of a week's statutory adoption pay. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

The Company has no right to require employees to carry out any work and employees have no right to undertake any work during their adoption leave. Any work undertaken, and the amount of salary

paid for any work done on keeping-in-touch days, is entirely a matter for agreement between employees and the Company.

### *Returning to work after adoption leave*

The employee may return to work at any time during ordinary adoption leave or additional adoption leave, provided that he/she gives the appropriate notification. Alternatively, the employee may take his/her full period of adoption leave entitlement and return to work at the end of this period. If the employee wishes to return before the full period of adoption leave has elapsed, he/she must give at least eight weeks' notice in writing to the Company of the date on which he/she intends to return.

The employee has the right to resume working in the same job if returning to work from ordinary adoption leave. If the employee returns to work after a period of additional adoption leave, he/she is entitled to return either to the same job, or if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.

Failure to return to work by the end of adoption leave will be treated as an unauthorised absence unless the employee is sick and produces a current medical certificate before the end of the adoption leave period.

If the employee decides during adoption leave that he/she does not wish to return to work, he/she should give written notice of resignation to the Company as soon as possible and in accordance with the terms of his/her contract of employment.

### *Shared parental leave*

Shared parental leave enables adopter to commit to ending their adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from adoption leave and opt in to shared parental leave and pay at a later date.

Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block (in which case the organisation is required to accept the request as long as the employee meets the eligibility and notice requirements), or as a number of separate blocks of leave (in which case the employee needs the organisation's agreement).

To be able to take shared parental leave, an employee and his/her partner must meet various eligibility requirements and have complied with the relevant curtailment, notice and evidence requirements. This includes the adopter curtailing his or her adoption leave.

Employees can refer to the organisation's policy on shared parental leave, where they will find full details of the eligibility requirements, as well as instructions as to how the adopter's adoption leave can be curtailed. The organisation's policy on shared parental leave sets out the notice periods with which employees must comply and what evidence they must provide to the organisation. The policy also contains more details on employees' entitlement to statutory shared parental pay/the organisation's shared parental pay scheme.

The adopter and the partner should ensure that they are each liaising with their own employer when making requests for shared parental leave.

## Shared Parental Leave – Adoption (HR033)

This policy sets out the rights of employees adopting a child to shared parental leave and pay. Shared parental leave is a type of leave that is available to employees having a child placed for adoption with them (or in the case of an adoption from overseas, having a child they are adopting enter Great Britain) on or after 5 April 2015. Shared parental leave enables adopters to commit to ending their adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from adoption leave and opt in to shared parental leave and pay at a later date. The organisation provides a separate policy on shared parental leave for parents in a birth situation.

Shared parental leave should not be confused with ordinary parental leave, which is unaffected by shared parental leave. Ordinary parental leave is the entitlement to up to 18 weeks' unpaid leave. The organisation provides a separate policy on ordinary parental leave.

The organisation recognises that, from time to time, employees may have questions or concerns relating to their shared parental leave rights. It is the organisation's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the shared parental leave provisions are complex, if an employee wishes to take shared parental leave, he/she should clarify the relevant procedures with [name of individual/the HR department] to ensure that they are followed correctly.

### *Definitions under this shared parental leave policy*

The following definitions are used in this policy:

"Adopter" means the person with whom the child is, or is expected to be, placed for adoption, or, in a case where two people have been matched jointly, whoever has elected to be the child's adopter for the purposes of adoption leave.

"Partner" means the person who is married to, or the civil partner or the partner of, the adopter at the date on which the child is placed for adoption (for adoptions from overseas, at the date on which the child enters Great Britain). This includes someone, of either sex, who lives with the adopter and the child in an enduring family relationship but who is not the adopter's child, parent, grandchild, grandparent, sibling, aunt, uncle, niece or nephew.

"Matched for adoption" means an adoption agency deciding that a person would be a suitable adoptive parent for a child either individually or jointly with another person. A person is notified of having been "matched for adoption" with a child on the date on which the person receives notification of the adoption agency's decision.

"Placed for adoption" means placed for adoption under UK adoption laws, including placement with a local authority foster parent who is also a prospective adopter ("foster to adopt").

"Official notification" means written notification, issued by or on behalf of the relevant central authority, that it is prepared to issue a certificate to the overseas authority concerned with the adoption of a child from overseas, or that it has issued a certificate and sent it to that authority, confirming, in either case, that the adopter is eligible to adopt, and has been assessed and approved as being a suitable adoptive parent.

### *Scope of this shared parental leave policy*

This policy applies in relation to employees of the organisation, whether they are the adopter or the partner. If it is the adopter who is employed by the organisation, his/her partner must (where relevant) submit any notifications to take shared parental leave set out in this policy to his/her own employer, which may have its own shared parental leave policy in place, if he/she wants to take a period of shared parental leave.

Similarly, if it is the partner who is employed by the organisation, the adopter must (where relevant) submit any notifications to his/her own employer.

The adopter and the partner should ensure that they are each liaising with their own employer to ensure that requests for shared parental leave are handled as smoothly as possible.

### *Amount of shared parental leave available*

The amount of shared parental leave to which an individual is entitled will depend on when the adopter brings his/her leave period to an end and the amount of leave that the other adoptive parent takes in respect of the child. Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block (in which case the organisation is required to accept the request as long as the employee meets the eligibility and notice requirements), or as a number of discontinuous blocks of leave (in which case the employee needs the organisation's agreement). A maximum of three requests for leave per adoption placement regardless of the number of children who are placed as part of that placement can normally be made by each adoptive parent.

The employee can begin a period of shared parental leave at any time from the date on which the child is placed for adoption (for adoptions from overseas, at any time from the date on which the child enters Great Britain) or, where more than one child is placed for adoption through a single placement, the date of placement of the first child (for adoptions from overseas, at any time from the date on which the first child enters Great Britain). However, employees should bear in mind that the adopter's partner will lose his/her entitlement to take up to two weeks' ordinary paternity leave following the adoption of his/her child if shared parental leave is taken first. The employee must take any shared parental leave within 52 weeks of the date on which the child is placed for adoption (for adoptions from overseas, within 52 weeks of the date on which the child enters Great Britain).

### *Eligibility for shared parental leave*

For employees to be eligible to take shared parental leave, both adoptive parents must meet certain eligibility requirements.

### *Adopter's eligibility for shared parental leave*

The adopter is eligible for shared parental leave if he/she:

- has at least 26 weeks' continuous employment by the end of the week in which the adopter is notified of having been matched for adoption with the child or by the end of the week in which he/she receives official notification in relation to an adoption from overseas and

remains in continuous employment with the organisation until the week before any period of shared parental leave that he/she takes;

- has, at the date on which the child is placed for adoption or enters Great Britain if the child is being adopted from overseas, the main responsibility, apart from the partner, for the care of the child;
- is entitled to statutory adoption leave in respect of the child; and
- complies with the relevant adoption leave curtailment requirements or has returned to work before the end of statutory adoption leave, and shared parental leave notice and evidence requirements.

In addition, for the adopter to be eligible for shared parental leave, the partner must:

- have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the week in which the adopter is notified of having been matched for adoption with the child or the week in which the child enters Great Britain in relation to an adoption from overseas;
- have average weekly earnings of at least the maternity allowance threshold currently £30 for any 13 of those 66 weeks; and
- have, at the date on which the child is placed for adoption (#or enters Great Britain if the child is being adopted from overseas)#, the main responsibility, apart from the adopter, for the care of the child.

### *Partner's eligibility for shared parental leave*

The partner is eligible for shared parental leave if he/she:

- has at least 26 weeks' continuous employment by the end of the week in which the adopter is notified of having been matched for adoption with the child or by the end of the week in which he/she receives official notification in relation to an adoption from overseas and remains in continuous employment with the organisation until the week before any period of shared parental leave that he/she takes;
- has, at the date on which the child is placed for adoption or enters Great Britain if the child is being adopted from overseas, the main responsibility, apart from the adopter, for the care of the child; and
- complies with the relevant shared parental leave notice and evidence requirements.

In addition, for the partner to be eligible for shared parental leave, the adopter must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the week in which the adopter is notified of having been matched for adoption with the child or the week in which the child enters Great Britain in relation to an adoption from overseas;
- have average weekly earnings of at least the maternity allowance threshold currently £30 for any 13 of those 66 weeks;
- have, at the date on which the child is placed for adoption or enters Great Britain if the child is being adopted from overseas, the main responsibility, apart from the partner, for the care of the child;
- be entitled to statutory adoption leave or statutory adoption pay in respect of the child; and

- comply with the relevant adoption leave or pay curtailment requirements, or have returned to work before the end of statutory adoption leave.

### *Notice requirements for shared parental leave*

The notices that the adoptive parents must give to the relevant employer to be able to take shared parental leave are made up of three elements. They are:

- an "adoption leave curtailment notice" from the adopter setting out when he/she proposes to end his/her adoption leave (unless the adopter has already returned to work from adoption leave);
- a "notice of entitlement and intention" from the employee giving an initial, non-binding indication of each period of shared parental leave that he/she is requesting; and
- a "period of leave notice" from the employee setting out the start and end dates of each period of shared parental leave that he/she is requesting.

The notice periods set out below are the minimum required by law. However, the earlier the employee informs the organisation of his/her intentions, the more likely it is that the organisation will be able to accommodate the employee's wishes, particularly if he/she wants to take periods of discontinuous leave.

Employees are advised that, if they have already decided the pattern of shared parental leave that they would like to take, they can provide more than one type of notice at the same time. For example, the adopter could provide an adoption leave curtailment notice, notice of entitlement and intention and period of leave notice at the same time. Similarly, the partner could provide his/her notice of entitlement and intention and period of leave notice at the same time.

### *Adopter's notice curtailing adoption leave*

Before the adopter or partner can take shared parental leave, the adopter must either return to work before the end of his/her adoption leave (by giving the required eight weeks' notice of his/her planned return) or provide his/her employer with an adoption leave curtailment notice. The adoption leave curtailment notice must be in writing and state the date on which adoption leave is to end. That date must be at least:

- two weeks after the first day of the adopter's ordinary adoption leave period;
- eight weeks after the date on which the adopter gave the adoption leave curtailment notice to his/her employer; and
- one week before what would be the end of the additional adoption leave period.

The adopter must provide his/her adoption leave curtailment notice at the same time he/she provides either his/her notice of entitlement and intention or a declaration of consent and entitlement signed by the adopter confirming that his/her partner has given his/her employer a notice of entitlement and intention.

### *Revocation of adoption leave curtailment notice*

The adopter can withdraw his/her notice curtailing his/her adoption leave in limited circumstances. The withdrawal of an adoption leave curtailment notice must be in writing and can be given only if

the adopter has not returned to work. The adopter can withdraw his/her adoption leave curtailment notice if:

- it is discovered that neither the adopter nor the partner are entitled to shared parental leave or statutory shared parental pay and the adopter withdraws his/her adoption leave curtailment notice within eight weeks of the date on which the notice was given; or
- the partner has died.

### *Employee's notice of entitlement and intention*

The employee, whether the adopter or the partner, must provide the organisation with a non-binding notice of entitlement and intention. The employee's notice of entitlement and intention, which must be in writing and provided at least eight weeks before the start date of the first period of shared parental leave to be taken by the employee, must set out the following information.

If the employee is the adopter, the notice of entitlement and intention must set out:

- the adopter's name;
- the partner's name;
- the start and end dates of any statutory adoption leave taken or to be taken by the adopter;
- the total amount of shared parental leave available;
- the date on which the adopter was notified of having been matched for adoption with the child or receives official notification in relation to an adoption from overseas;
- the date on which the child is expected to be placed for adoption with the adopter and the date of the placement, or the date on which the child is expected to enter Great Britain in relation to an adoption from overseas although, if the child has not yet been placed for adoption or entered Great Britain, the date of placement for adoption or entry into Great Britain must be provided as soon as reasonably practicable after the placement or entry, and before the first period of shared parental leave to be taken by the adopter;
- how much shared parental leave the adopter and partner each intend to take; and
- a non-binding indication as to when the employee intends to take shared parental leave including the start and end dates for each period of leave.

The adopter's notice of entitlement and intention must include a declaration signed by him/her that:

- he/she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;
- the information he/she gives in the notice of entitlement and intention is accurate; and
- he/she will immediately inform the organisation if he/she ceases to care for the child.

In addition, the adopter's notice of entitlement and intention must include a declaration signed by his/her partner:

- specifying the partner's name, address, and national insurance number or declaring that the partner does not have a national insurance number;
- declaring that the partner satisfies, or will satisfy, the conditions set out above
- declaring that the partner is married to, the civil partner of, or the partner of, the adopter;
- declaring that the partner consents to the amount of leave that the adopter intends to take; and

- declaring that the partner consents to the adopter's employer processing the information in the partner's declaration.

If the employee is the partner, the partner's notice of entitlement and intention must set out:

- the partner's name;
- the adopter's name;
- the start and end dates of any periods of statutory adoption leave or statutory adoption pay taken or to be taken by the adopter;
- the total amount of shared parental leave available;
- the date on which the adopter was notified of having been matched for adoption with the child or receives official notification in relation to an adoption from overseas;
- where statutory adoption leave was not taken, or is not to be taken, the start and end dates of any period in which statutory adoption pay is paid or payable;
- the date on which the child is expected to be placed for adoption with the adopter and the date of the placement, or the date on which the child is expected to enter Great Britain in relation to an adoption from overseas (although, if the child has not yet been placed for adoption or entered Great Britain, the date of placement for adoption or entry into Great Britain must be provided as soon as reasonably practicable after the placement or entry, and before the first period of shared parental leave to be taken by the adopter);
- how much shared parental leave the partner and adopter each intend to take; and
- a non-binding indication as to when the partner intends to take shared parental leave including the start and end dates for each period of leave.

The partner's notice of entitlement and intention must include a declaration signed by him/her that:

- he/she satisfies, or will satisfy, the eligibility requirements to take shared parental leave;
- the information given by the partner in the notice of entitlement and intention is accurate;
- he/she is married to, or the civil partner or the partner of the adopter; and
- he/she will immediately inform the organisation if he/she ceases to care for the child or if the adopter informs him/her that he/she no longer meets the requirement to have curtailed his/her adoption leave or pay period.

In addition, the partner's notice of entitlement and intention must include a declaration signed by the adopter:

- specifying the adopter's name, address, and national insurance number (or declaring that the adopter does not have a national insurance number);
- declaring that the adopter satisfies, or will satisfy, the conditions set out above;
- declaring that the adopter consents to the amount of leave that the partner intends to take;
- declaring that he/she will immediately inform the employee if he/she no longer meets the requirement to have curtailed his/her adoption leave or pay period; and
- declaring that the adopter consents to the partner's employer processing the information in the adopter's declaration.

Within 14 days of receiving a notice of entitlement and intention from the employee, whether the adopter or partner, the organisation can request from the employee:

- in relation to adoptions within the UK, documentary evidence from the adoption agency of:

- the name and address of the adoption agency;
- the date on which the adopter was notified of having been matched for adoption with the child; and
- the date on which the adoption agency expects the child to be placed for adoption with the adopter; and
- in relation to adoptions from overseas, a copy of the official notification; and
- whether a UK or overseas adoption, the name and address of the other adoptive parent's employer (or a declaration that the other adoptive parent has no employer).

The employee has 14 days from the date of the request to send the organisation the required information.

### *Variation or cancellation of notice of entitlement and intention*

The employee can vary or cancel his/her proposed shared parental leave dates following the submission of a notice of entitlement and intention, provided that he/she provides the organisation with a written notice. The written notice must contain:

- an indication as to when the employee intends to take shared parental leave including the start and end dates for each period of leave;
- details of any periods of shared parental leave that have been notified through a period of leave notice;
- details of any periods of statutory shared parental pay that have been notified in relation to periods where shared parental leave was not to be taken; and
- a declaration signed by the adopter and the partner that they agree the variation.

Any indication of leave intended to be taken that the employee provides in a variation of notice of entitlement and intention is non-binding until he/she provides a period of leave notice in relation to that period of leave. There is no limit on the number of variations of notice of entitlement and intention that the employee can make.

### *Employee's period of leave notice*

To take a period of shared parental leave, the employee must provide the organisation with a written notice setting out the start and end dates of each period of shared parental leave requested in that notice.

A period of leave notice must be given not less than eight weeks before the start date of the first period of shared parental leave requested in the notice. The notice may be given at the same time as a notice of entitlement and intention and can be a request for a continuous period of leave or discontinuous periods of leave.

### *Variation or cancellation of period of leave notice*

The employee can vary or cancel his/her proposed shared parental leave dates following the submission of a period of leave notice, provided that he/she provides his/her employer with a written notice not less than eight weeks before any period of leave varied by the notice is due to commence. The written notice can:

- vary the start date or the end date of any period of shared parental leave or cancel a request for leave;
- request that a continuous period of leave become discontinuous periods of leave; or
- request that discontinuous periods of leave become a continuous period of leave.

### *Limit on number of requests for leave*

The employee can provide a combined total of up to three period of leave notices or variations of period of leave notices per adoption, although the organisation may waive this limit in some circumstances.

### *Continuous period of shared parental leave*

If the employee submits a period of leave notice requesting one continuous period of leave, he/she will be entitled to take that period of leave.

### *Discontinuous periods of shared parental leave*

The employee may submit a period of leave notice requesting discontinuous periods of leave. For example, the adopter and partner could request a pattern of leave from their respective employers that allows them to alternate childcare responsibilities.

If the employee submits a period of leave notice requesting discontinuous periods of leave, the organisation, in the two weeks beginning with the date the period of leave notice was given, can:

- consent to the pattern of leave requested;
- propose an alternative pattern of leave; or
- refuse the pattern of leave requested.

If agreement is reached within those two weeks, the employee is entitled to take the leave on the dates agreed.

If no agreement has been reached within that two-week discussion period, the employee is entitled to take the leave as one continuous period of leave. In that event, the employee must choose a start date for the leave that is at least eight weeks from the date on which the period of leave notice was originally given. The employee must notify the organisation of that date within five days of the end of the two-week discussion period. If the employee does not choose a start date within five days of the end of the two-week discussion period, the period of continuous leave will start on the date of the first period of leave requested in the period of leave notice.

Alternatively, if the organisation has refused the request or no agreement has been reached during the two-week discussion period, the employee may withdraw a period of leave notice requesting discontinuous periods of leave. The employee can withdraw a period of leave notice at any time on or before the 15th day after the period of leave notice was given. A notice for discontinuous leave that has been withdrawn before it is agreed does not count towards the total number of requests for leave that an employee can make.

### *Amount of shared parental pay available*

Statutory shared parental pay is available for eligible adoptive parents to share between them while on shared parental leave. The number of weeks' statutory shared parental pay available to the adoptive parents will depend on how much statutory adoption pay the adopter has been paid when his/her adoption pay period ends. A total of 39 weeks' statutory adoption pay is available to the adopter. As adoption leave cannot be curtailed for the first two weeks of leave, an adopter can share up to 37 weeks' statutory shared parental pay with his/her partner.

Any statutory shared parental pay due during shared parental leave will be paid at £139.58 per week, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

It is up to the adoptive parents as to who is paid any statutory shared parental pay and how it is apportioned between them.

### *Eligibility for statutory shared parental pay*

For employees to be eligible for statutory shared parental pay, both adoptive parents must meet certain eligibility requirements.

### *Adopter's eligibility for statutory shared parental pay*

The adopter is eligible for statutory shared parental pay if he/she:

- has at least 26 weeks' continuous employment by the end of the week in which the adopter is notified of having been matched for adoption with the child or by the end of the week in which he/she receives official notification in relation to an adoption from overseas and remains in continuous employment with his/her employer until the week before any period of shared parental leave that he/she takes;
- has normal weekly earnings for a period of eight weeks ending with the week in which the adopter is notified of having been matched for adoption with the child (or by the week in which he/she receives official notification in relation to an adoption from overseas) of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date on which the child is placed for adoption or enters Great Britain if the child is being adopted from overseas, the main responsibility, apart from the partner, for the care of the child;
- is absent from work and intends to care for the child during each week in which he/she receives statutory shared parental pay; and
- is entitled to statutory adoption pay in respect of the child, but the adoption pay period has been reduced.

In addition, for the adopter to be eligible for statutory shared parental pay, the partner must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the week in which the adopter is notified of having been matched for adoption with the child (or the week in which he/she receives official notification in relation to an adoption from overseas);

- have average weekly earnings of at least the maternity allowance threshold [currently £30] for any 13 of those 66 weeks; and
- have, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the adopter, for the care of the child.

### *Partner's eligibility for statutory shared parental pay*

The partner is eligible for statutory shared parental pay if he/she:

- has at least 26 weeks' continuous employment by the end of the week in which the adopter is notified of having been matched for adoption with the child (or by the end of the week in which he/she receives official notification in relation to an adoption from overseas) and remains in continuous employment with his/her employer until the week before any period of shared parental leave that he/she takes;
- has normal weekly earnings for a period of eight weeks ending with the week in which the adopter is notified of having been matched for adoption with the child (or by the week in which he/she receives official notification in relation to an adoption from overseas) of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the adopter, for the care of the child; and
- is absent from work and intends to care for the child during each week in which he/she receives statutory shared parental pay.

In addition, for the partner to be eligible, the adopter must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the week in which the adopter is notified of having been matched for adoption with the child (or the week in which he/she receives official notification in relation to an adoption from overseas);
- have average weekly earnings of at least the maternity allowance threshold [currently £30] for any 13 of those 66 weeks;
- have, at the date on which the child is placed for adoption (or enters Great Britain if the child is being adopted from overseas), the main responsibility, apart from the partner, for the care of the child; and
- be entitled to statutory adoption pay in respect of the child, but the adoption pay period has been reduced.

### *Rights during shared parental leave*

During shared parental leave, all terms and conditions of the employee's contract except normal pay will continue.

This means that, while sums payable by way of salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue. Pension contributions will continue to be paid during periods of paid shared parental leave.

### *Contact during shared parental leave*

The organisation reserves the right to maintain reasonable contact with employees during shared parental leave. This may be to discuss employees' plans for their return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

An employee can agree to work for the organisation (or to attend training) for up to 20 days during shared parental leave without that work bringing the period of his/her shared parental leave and pay to an end. These are known as "shared-parental-leave-in-touch" (SPLIT) days.

The organisation has no right to require employees to carry out any work and employees have no right to undertake any work during their shared parental leave. Any work undertaken, and the amount of salary paid for any work done on SPLIT days, is entirely a matter for agreement between employees and the organisation.

If you are entitled to receive statutory shared parental pay for any week during which you attend work for SPLIT days, you will still receive this in the usual way.

### *Returning to work following shared parental leave*

The employee has the right to resume working in the same job when returning to work from shared parental leave if the period of leave, when added to any other period of shared parental leave, statutory adoption leave or statutory paternity leave taken by the employee in relation to the same child, is 26 weeks or less.

If the employee is returning to work from shared parental leave and the period of leave taken is more than 26 weeks, when added to any other period of shared parental leave, statutory adoption or paternity leave taken in relation to the same child, or was the last of two or more consecutive periods of statutory leave that included a period of ordinary parental leave of more than four weeks, or a period of additional adoption leave or additional maternity leave, the employee has the right to return to the same job unless this is not reasonably practicable. In these circumstances, if it is not reasonably practicable for the organisation to permit a return to the same job, the employee has the right to return to another job that is suitable and appropriate for him/her.

## **Adoption Leave Overseas (HR034)**

Please refer to management or the HR department for further information on overseas adoption leave.

## **Parental Leave (HR035)**

An employee is entitled to up to 18 weeks' unpaid parental leave per child if he/she is the birth or adoptive parent of a child who is under 18 years of age. To qualify for ordinary parental leave, employees must have completed at least one year's continuous service with the organisation.

"Ordinary parental leave" should not be confused with shared parental leave. Shared parental leave enables mothers to commit to ending their maternity or adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from maternity leave and opt in to shared parental leave and pay at a later date. The organisation provides a separate policy on shared parental leave.

### *Rights during parental leave*

Qualifying employees will be entitled to a maximum of 18 weeks' ordinary parental leave to be taken up until the child's 18th birthday. During ordinary parental leave, the employee will remain employed, although pay and most contractual benefits will be suspended.. The right to accrue statutory holiday entitlement will, however, remain in place. Certain other terms of employment will remain in force, as follows. During parental leave employees will be entitled to the implied obligation of trust and confidence, and any terms and conditions of employment relating to:

- notice of termination;
- redundancy compensation; and
- disciplinary or grievance procedures.

Employees taking parental leave will be bound by the implied obligation of good faith, and any terms and conditions of employment relating to:

- notice of termination;
- disclosure of confidential information;
- the acceptance of gifts or other benefits; and
- participation in any other business.

### *Conditions of leave*

The organisation has adopted the default scheme for the taking of parental leave and the following conditions apply.

An employee may not exercise any entitlement to ordinary parental leave unless he/she has complied with any request made by the organisation to produce evidence of parenthood or parental responsibility. This could be in the form of a birth certificate or adoption papers.

The employee must give proper notice of the period of leave that he/she proposes to take. This notice must be given to the organisation at least 21 days before the date on which leave is to start and must specify the dates on which the period of leave is to begin and end.

Where the employee is the father of the child in respect of whom the leave is to be taken and he requests parental leave to begin when his child is born, his notice must specify the expected week of childbirth and the duration of the period of leave. The employee must give this notice at least 21 days before the expected week of childbirth.

Where the parental leave is in respect of an adopted child and is to begin on the date of the placement, the employee's notice must be given to the organisation at least 21 days before the beginning of the week in which the child is to be placed for adoption, or as soon as is reasonably

practicable thereafter. It must specify the week in which the placement is expected to occur and the duration of the period of parental leave requested.

The organisation may postpone a period of parental leave (other than where parental leave has been requested immediately after childbirth or immediately after placement for adoption) where the organisation considers that its business would be unduly disrupted if the employee were to take leave during the period requested. In such a case, the organisation will allow the employee to take an equivalent period of parental leave beginning no later than six months after the commencement of the period originally requested. The organisation will give notice in writing of the postponement stating the reason for it and specifying suggested dates for the employee to take parental leave. Such notice will be given no more than seven days after the employee's notice was given to the organisation.

Employees may not take parental leave in blocks of less than one week except in relation to a child who is disabled.

Employees may not take more than four weeks' leave in respect of any individual child in any year. For these purposes a year is the period of 12 months beginning when the employee first becomes entitled to parental leave in respect of the child in question, and each successive period of 12 months beginning on the anniversary of that date.

### *Return from leave*

An employee who returns to work after a period of parental leave is entitled to return to the job in which he/she was employed prior to the absence if it was an isolated period of leave lasting four weeks or less. If the period of parental leave followed on immediately from another period of statutory leave, the employee's right to return depends on the length of leave taken.

The employee has the right to return to the same job if the parental leave was the last of two or more consecutive periods of leave that did not include:

- a period of ordinary parental leave lasting more than four weeks; or
- any period of statutory leave that, when added to any other period of statutory leave (excluding ordinary parental leave) taken in relation to the same child, means that the total amount of statutory leave taken in relation to that child totals more than 26 weeks.

An employee who returns to work after a period of parental leave that does not fall into the above description, for example because it follows ordinary and additional maternity leave lasting more than 26 weeks, is entitled to return to the job in which he/she was employed prior to the absence, or, if that is not reasonably practicable, to another job that is both suitable and appropriate in the circumstances.

## **Performance Appraisal (HR036)**

Each year, each member of staff will take part in a meeting with his/her immediate manager to discuss aspects of his/her work performance. The objective of the meeting will be to review the previous year's achievements and to discuss any future training, development and career planning relevant to the individual and to the organisation.

This meeting should be regarded both as a stocktaking exercise and a springboard. Continuous dialogue throughout the year between the manager and the appraisee should inform the agenda of the meeting, and the outcome of the discussion should be a clear plan for both participants in terms of taking action to ensure that the appraisee is enabled to achieve his/her full potential in the work that he/she carries out for the Company.

It is important that the appraisal scheme focuses upon some clear objectives so that the effort it demands from both appraisers and appraisees can be directed towards specific outcomes. The benefits of appraisal in terms of improved communication and enhanced performance, both for the individuals involved and for the Company, will be achieved only by the continuous commitment of all those involved in the scheme.

### *The objectives of the performance appraisal scheme*

The objectives of the performance appraisal scheme are as follows:

- To provide a platform for managers and their direct reports to review aspects of job performance on a regular basis so that each individual is provided with the wherewithal to perform his/her job to the best of his/her ability, and to make the best contribution possible towards the Company's goals. The process should provide clear direction towards personal and organisational objectives, so that each individual is able to achieve his/her potential, gain maximum job satisfaction and contribute towards the Company's success.
- To add value in identifying individual training, development and career needs. Discussions on such needs should focus upon genuinely assisting the appraisee in acquiring the relevant skills, knowledge and behaviours (competencies) for him/her to perform well in his/her current role. Opportunities for advancement or alternative work may also be on the agenda.

### *Appraisal pack*

An appraisal "pack" will be provided in advance of the appraisal if required.

### *Appraisal forms*

The appraisal forms are designed to prompt appraisers and appraisees to focus on the correct agenda in line with the objectives of the appraisal scheme. They must be completed as a faithful record of the discussion that took place at the appraisal meeting, and the action summaries should be used as a planner so that any agreed outcomes are followed up conscientiously.

### *Completed forms*

Any paperwork or electronically filed forms should be completed within two weeks of the appraisal meeting and must be kept absolutely confidential. Either a hard copy or an electronic copy must be lodged on the individual's own personnel file, but he/she must have a copy of the appraisal for

his/her own safekeeping. The completed appraisal form and action plan must be viewed as working documents and as such be continually referred to and reviewed throughout the year.

### *Request for review*

Any appraisee, who feels that his /her appraisal was unsatisfactory or unfair to him /her, may ask that a senior manager review the appraisal with him/her and the appraiser.

## **Improved Performance Review Policy (HR037)**

This procedure runs parallel with, but is not part of, the disciplinary procedure. The organisation recognises that poor job performance and incapability should not be treated as "disciplinary offences".

The first stage in dealing with poor job performance is to determine whether the matter is one of capability or misconduct. This can normally be ascertained by counselling and investigation. Incapability is where the employee has received all necessary training but still cannot achieve a satisfactory level of performance through no fault of his/her own, for example as a result of poor health. If, on the other hand, the employee fails to reach the required standard of performance as a result of carelessness, negligence or lack of effort, this will be treated under the disciplinary procedure as misconduct.

### *Initial counselling session*

The employee's manager will investigate the cause of the employee's poor performance. Causes could include lack of skills, inadequate training, lack of support staff, tools or other resources, lack of communication or problematic working relationships. The manager carrying out this initial counselling will give the employee factual examples of his/her unsatisfactory performance and the employee will be asked for his/her explanation, which will subsequently be followed up and checked where appropriate.

Where the reason for unsatisfactory performance is lack of the required skills, the employee will, where practicable, be assisted through training and be given reasonable time to reach the required standard of performance. If it is a question of lack of support staff, tools or other resources or facilities, attention should be paid to this and assistance provided if appropriate.

### *Formal warnings*

Where, despite support, the employee is unable to reach the required standard of performance, the consequences of any failure to meet this standard should be explained to the employee in writing.

This will take the form of the following.

#### *Stage one - recorded verbal warning*

The employee will be fully informed of the precise nature of the poor performance, the level of improvement required and the time limit for achieving that improvement, review periods during the

currency of the warning, the consequences of failure to achieve or maintain the improvement and the length of time the warning will remain "live" on the employee's file.

#### *Stage two - first written warning*

If there is no improvement or insufficient improvement after a stage one warning, or if improvement is not maintained for the period stated in the stage one warning, the employee will be given a first written warning setting out the details as outlined above in the verbal warning.

#### *Stage three - final written warning*

If there is no improvement or insufficient improvement after a stage two warning, or if improvement is not maintained for the period stated in the stage two warning, the employee will be given a final written warning setting out the details as outlined above in the verbal warning. The stage three warning will include a statement that a failure to improve to the required standard is likely to result in dismissal.

#### *Length of time the warning will remain "live"*

Verbal and first written warnings will normally have a time limit of twelve months, while the time limit for first and final written warnings will normally be twelve months. After the relevant period of time, the organisation will disregard the warning in each case, the organisation will specify the length of time that the warning will remain "live", but reserves the right to extend the time period in appropriate circumstances.

#### *Stage four - dismissal*

If there is still no improvement or insufficient improvement after a stage three warning, or if improvement has not been maintained for the period stated above, the employee will normally be dismissed with notice or pay in lieu. Alternatively, at the Employer's entire discretion, alternative work elsewhere in the Employer's organisation may be offered to the Employee if any suitable posts are available.

#### *Stage five - appeals*

The same appeals procedure as set out in the organisation's disciplinary procedure will be used.

#### *Right to be accompanied at formal meetings*

Employees may be accompanied by a fellow worker or trade union official at any formal meetings that are held to discuss a failure to meet the required standard of performance.

#### *Internal promotions*

Where the employee is promoted, the consequences of failing to meet the necessary standards of performance for the new post should be clearly and fully explained to the employee at the time the promotion is offered. In some cases, the employee will be promoted on the basis of a probationary period in the new job, with the condition that the organisation has the right to transfer or downgrade the employee should he/she fail to satisfy his/her immediate manager that he/she is

competent in the promoted post. In other cases, the "promoted" member of staff will remain on the same grade and salary for the duration of the probationary period and will receive an "acting up" allowance during such time. If the probationary period is not confirmed, the employee will not transfer to the higher grade.

## **Expenses Policy (HR038)**

This policy sets out the Company's rules on how employees can claim for expenses incurred in the performance of their duties for the Company. The policy covers travel, meals and accommodation, overseas and relocation expenses, business entertainment, gifts and staff parties.

The purpose of this policy is to ensure that employees are properly reimbursed for legitimate business expenses and to ensure that these expenses are treated appropriately for tax purposes.

### *General procedure*

The Company will reimburse you for actual expenditure that is incurred wholly, necessarily and exclusively in connection with authorised duties that you undertake in the course of your employment.

To claim for expenses, you must use the Company's expenses claim forms, available from your line manager. You should set out the reasons why the expense was incurred on the claim form.

Expenses will not be paid unless supporting evidence is provided, together with a completed expenses claim form. This should include original receipts or invoices with the date and time of the transaction (unless you are claiming for mileage). When claiming for travel expenses on public transport, you should enclose the tickets showing the departure point and destination of your journey, where possible. Credit and debit card statements will not be accepted. Where you are submitting a VAT receipt, you should set out:

- the name and VAT registration number of the retailer or service provider;
- the goods and services provided; and
- the amount of VAT payable.

Once completed and signed, you should submit your expenses claim form to your line manager.

Expenses claims must be submitted within 30 days of the expense being incurred. If this is not practical, written approval for any extension will be required from the line manager. The Company reserves the right to withhold any payment where written approval has not been sought.

The Company may return an expenses claim form to you without payment if it is completed incorrectly or lacks supporting evidence.

The Company will pay claims for authorised expenses by BACS transfer into the same bank account into which your salary is paid.

In general, you should not incur expenses other than in the categories listed below. However, if you have claims for expenditure other than for those categories listed below, you should seek written approval from your line manager before incurring the expense.

Any queries in relation to this policy should be directed to the HR department

### *Travel*

Employees and line managers should consider whether or not travel is necessary to meet business objectives or if there are more appropriate means for example, teleconferencing or videoconferencing.

### *Air*

Any flight must be pre-authorised by the line manager in writing before being booked. Where possible, flights should be booked well in advance to benefit from any discounts for early booking.

Personal incentives or rewards associated with specific air travel, such as air miles, should not be a factor in determining which flight is purchased for company business. The key consideration is whether or not the flight is the most cost-effective for the Company, unless there is a valid business reason for taking an alternative flight.

You will usually only be permitted to travel in economy class. Where you are required to travel on a long-haul flight (longer than six hours), you may be permitted to travel in business class in certain circumstances. Prior written authorisation from your line manager is required before any first-class ticket is booked.

### *Rail*

You may claim for standard class rail fares only. Where possible, rail journeys should be booked well in advance to benefit from any discounts for early booking.

You should, where possible, use any rail cards or season tickets that have already been paid for as part of your normal commute to the office towards any journey taken on company business, where this is more economical.

### *Taxis*

You may claim for a taxi fare only in limited circumstances. These are:

- where taking a taxi would result in a significantly shorter travel time than using public transport;
- where there are several employees travelling together; or
- where personal security and safety of employees is an issue, for example taxis may be permitted after 9.30pm.

You must obtain a receipt with details of the date, place of departure and destination of the journey.

### *Use of your own car*

It may be appropriate and cost-effective to use your own car when travelling on company business, for example if you are travelling with several employees or, where there is limited public transport to your destination, or the journey time is significantly shorter than using public transport. Any use of your own car on company business is subject to:

- holding a full UK driving licence;
- ensuring that your car is roadworthy and fully registered; and
- holding comprehensive motor insurance that provides for business use.

Prior authorisation should be sought from your line manager before using your own car on company business.

The Company accepts no liability for any accident, loss, damage or claim arising out of any journey that you make on company business unless caused by the Company's negligence. The Company will not pay for the cost of any insurance policy on your own car.

To claim for petrol expenditure, you should set out the distance of the journey undertaken on your expenses claim form. The Company will pay you a mileage allowance of 45p per mile for mileage under 10,000 miles and 25p per mile for mileage over 10,000 miles, or such other rate as set out from time to time by HM Revenue and Customs.

The Company will pay for tolls, congestion charges and parking costs incurred, where applicable.

### *Meals/accommodation*

As a guideline for business travel, you should book accommodation equivalent to three-star standard or less. You may book hotel accommodation of up to £120 maximum in a major city and £100 elsewhere.

It is your responsibility to ensure that any hotel reservations are cancelled within the required cancellation period if they are no longer required.

If you are required to be away from home on company business, you may claim up to:

- £10 for breakfast (if this is not included in the hotel room rate);
- £15 for lunch;
- £25 for dinner; and
- a daily allowance of £5 per night for general incidental costs such as a newspaper or telephone calls.

The maximum amounts above are inclusive of drinks.

In the event that you are inviting clients or other business contacts for breakfast, lunch, or dinner to discuss business matters, these maximum rates will not apply. However, where possible, you should obtain prior written approval from your line manager before making any reservations.

You should supply receipts and invoices for all hotel and meal expenses other than for the daily allowance, where no receipt is required.

### *Business entertainment/gifts*

The Company recognises that corporate entertainment can provide opportunities to strengthen business relationships, enhance the Company's reputation and deepen prospective clients' or suppliers' understanding of the business. Any entertainment booked for clients, suppliers or other business contacts must be approved in advance by your line manager and the finance manager. You should submit:

- details of the individuals whom you wish to invite;
- the name of the company that they represent;
- the nature of the entertainment, including date and location; and
- the business reasons for the entertainment.

The Company will only approve business entertainment proposals that demonstrate a clear business objective and that are appropriate for the nature of the business relationship. The Company will not approve business entertainment where it considers that a conflict of interest may arise or where it could be perceived that undue influence or a particular business benefit is being sought for example, prior to a tendering exercise.

Any gifts, rewards or entertainment that you receive from clients or suppliers or other business contacts should be reported immediately to the finance manager. In certain circumstances, it may not be appropriate to retain such gifts and you may be asked to return gifts to the sender, for example, where there could be a real or perceived conflict of interest. As a general rule, small tokens of appreciation, for example flowers or a bottle of wine, may be retained by employees.

If you wish to provide gifts to suppliers, clients or other business contacts, you must seek prior written approval from your line manager and the finance manager, with details of the intended recipients, reasons for the gift and the business objective. These will only be authorised in limited circumstances and will be subject to a cap of £50 per recipient.

### *Christmas parties/annual events*

Any team event such as a Christmas meal or celebration for a team or department will be subject to your team manager's approval, which must be authorised by the board.

Any Company-wide event hosted by the Company, such as the Christmas party will be communicated to employees. The budget for such events will be managed centrally.

Please note that the scale of celebrations may vary from year to year, depending on the performance of the Company. The Company may choose not to approve or host celebrations for employees where it is not appropriate to do so given the financial circumstances. Alternatively, the Company may request that employees contribute to their team celebrations or parties, if they wish to attend. Such contributions will not be reimbursable via the expenses procedure.

### *Expenses that will not be reimbursed*

The Company will not reimburse you for:

- the cost of any travel between your home and usual place of work except in exceptional circumstances for early morning/late night transport as set out above;
- the cost of any travel undertaken for personal reasons;
- the cost of any travel for your partner or spouse;
- any fines or penalties incurred while on company business for whatever reason, including penalties for not paying for a rail ticket in advance of boarding the train and penalties or fines associated with motoring offences, including speeding or parking fines, clamping or vehicle recovery charges;
- any expenses incurred for personal benefit or to improperly influence or reward a business contact; or
- cash advances or withdrawals from an ATM machine.

You are required to pay for any travel costs incurred by your partner or spouse in the event that he or she accompanies you on company business. Your spouse or partner must have adequate travel insurance for that journey.

### *False claims*

If the Company considers that any expenditure claimed was not legitimately incurred on behalf of the Company, it may request further details from you. The Company will thoroughly investigate and check any expenses claim as it sees fit. It may withhold payment where insufficient supporting documents have been provided. Where payment has been made to you prior to the discovery that the claim was not legitimate or correct, it may deduct the value of that claim from your salary.

Any abuse of the Company's expenses policy will not be tolerated. This includes, but is not limited to:

- false expenses claims;
- claims for expenses that were not legitimately incurred;
- claims for personal gain;
- claims for hospitality and/or gifts to induce a client or other business contact to take improper action; and
- receipt by you of hospitality and/or gifts from business contacts that may be perceived to influence your judgment.

The Company will take disciplinary action where appropriate and, in certain circumstances, may treat a breach of this policy as gross misconduct, which may result in your summary dismissal. In addition, the Company may report the matter to the police for investigation and criminal prosecution.

## **Social Events (HR039)**

As a token of its appreciation for the work that employees do for the Company, and to foster team spirit and good working relationships, the Company aims to offer employees the opportunity to attend social events from time to time. The Company may also run work-related social events to which clients, as well as staff, are invited.

Although such social events usually take place away from the workplace and outside of normal working hours, the Company's standard code of conduct applies to such events. While management does not wish to put a dampener on employees' enjoyment of social events, it is in everyone's interests to impose certain rules of conduct for the protection and comfort of all. Specifically, employees who attend work-related social events must adhere to the following rules and principles:

- Employees should consume alcohol only in moderation at work-related social events, irrespective of whether the Company provides or pays for the drinks.
- It is strictly forbidden for any employee to use illegal drugs, including cannabis, at any work-related social event whether on Company premises or not.
- The Company's policy on harassment/bullying applies to work-related social events.
- Employees should not say or do anything at a work-related social event that could offend, intimidate, embarrass or upset any other person, whether as a joke or not.
- Swearing and intemperate language are unacceptable at work-related social events.
- Employees must not behave in any way at any work-related social event that could bring the Company's name into ill repute.

Any breach of the above rules will render the employee liable to disciplinary action under the Company's disciplinary procedure, up to and including summary dismissal.

The above rules are in place for the benefit of all members of staff and to ensure that everyone can enjoy work-related social events in an atmosphere of conviviality without fear of being made to feel uncomfortable by another employee's conduct.

## **Email and Internet Usage (HR040)**

The Company encourages its employees to use email and the internet at work where this can save time and expense. However, it requires that employees follow the rules below. It is a term of each employee's contract that he/she complies with these rules, and any serious breach could lead to dismissal. Any employee who is unsure about whether something he/she proposes to do might breach this email and internet policy should seek advice from his/her manager.

Although the Company encourages the use of email and the internet where appropriate, their use entails some risks. For example, employees must take care not to introduce viruses on to the system and must take proper account of the security advice below. Employees must also ensure that they do not send libellous statements in emails as the Company could be liable for damages.

These rules are designed to minimise the legal risks to the Company when its employees use email at work and access the internet. Where something is not specifically covered in this policy, employees should seek advice from their manager.

Technology and the law change regularly and this policy will be updated to account for changes as and when necessary. Employees will be informed when the policy has changed but it is their responsibility to read the latest version of this document.

### *Use of email*

#### *Contents of emails*

Emails that employees intend to send should be checked carefully. Email should be treated like any other form of written communication and, as such, what is normally regarded as unacceptable in a letter is equally unacceptable in an email communication.

The use of email to send or forward messages which are defamatory, obscene or otherwise inappropriate will be treated as misconduct under the appropriate disciplinary procedure. In serious cases this could be regarded as gross misconduct and lead to dismissal.

Equally, if an employee receives an obscene or defamatory email, whether unwittingly or otherwise and from whatever source, he/she should not forward it to any other address.

Statements to avoid in emails include those criticising the Company's competitors or their staff, those stating that there are quality problems with goods or services of suppliers or customers, and those stating that anyone is incompetent.

#### *Corporate information to be included in emails*

Employees should ensure that official corporate information is given on any emails that they send. An example of the email layout is provided below:

John Smith

IT Manager

ABC plc

Company No. 123456789

123 Big Road, Bigtown, Big County, AB1 1BA, UK

Tel (+44) (1) 11 1111 111

Fax (+44) (1) 11 1111 111

This message is intended for the use of only the person(s) ("intended recipient") to whom it is addressed. It may contain information that is privileged and confidential. Accordingly any dissemination, distribution, copying or other use of this message or any of its content by any person other than the intended recipient may constitute a breach of civil or criminal law and is strictly prohibited. If you are not the intended recipient, please contact the sender as soon as possible.

#### *CCing*

Employees should exercise care not to copy emails automatically to all those copied in to the original message to which they are replying. Doing so may result in disclosure of confidential information to the wrong person.

#### *Attachments*

Employees should not attach any files that may contain a virus to emails, as the Company could be liable to the recipient for loss suffered. The Company has virus-checking in place but, if in doubt, employees should check with the IT department.

Employees should exercise extreme care when receiving emails with attachments from third parties, particularly unidentified third parties, as these may contain viruses.

### *Personal use of email*

Although the email system is primarily for business use, the Company understands that employees may on occasion need to send or receive personal emails using their work address. When sending personal emails, employees should show the same care as when sending work-related emails.

### *Monitoring of email*

The Company reserves the right to monitor employees' emails, but will endeavour to inform an affected employee when this is to happen and the reasons for it. The Company considers the following to be valid reasons for checking an employee's email:

- If the employee is absent for any reason and communications must be checked for the smooth running of the business to continue.
- If the Company suspects that the employee has been viewing or sending offensive or illegal material, such as material containing racist terminology or nudity (although the Company understands that it is possible for employees inadvertently to receive such material and they will have the opportunity to explain if this is the case).
- If the Company suspects that an employee has been using the email system to send and receive an excessive number of personal communications.
- If the Company suspects that the employee is sending or receiving emails that are detrimental to the Company.

When monitoring emails, the Company will, save in exceptional circumstances; confine itself to looking at the address and heading of the emails. Employees should mark any personal emails as such and encourage those who send them to do the same. The Company will avoid, where possible, opening emails clearly marked as private or personal.

The Company reserves the right to retain information that it has gathered on employees' use of email for a reasonable period of time.

### *Use of internet*

#### *Authorised internet users*

Where an employee has been provided with a computer with internet access at his/her desk, he/she may use the internet at work.

Not everyone in the Company needs access to the internet at work. Anyone who does not have access but believes that he/she requires it should contact his/her manager and make a written request, setting out the reasons why access should be allowed.

### *Sensible internet use*

Where employees are allowed access to the internet at work they are expected to use it sensibly and in such a manner that it does not interfere with the efficient running of the Company. For example, where it would be quicker to make a telephone call than to engage in an internet search for the required information, then the telephone call should be made.

Employees may be called upon to justify the amount of time they have spent on the internet or the sites that they have visited.

The Company encourages employees to become familiar with the internet and does not currently impose any time limitation on work-related internet use. It trusts employees not to abuse the latitude given to them, but if this trust is abused it reserves the right to alter the policy in this respect.

### *Removing internet access*

The Company reserves the right to deny internet access to any employee at work, although in such a case it will endeavour to give reasons for doing so.

### *Registering on websites*

Many sites that could be useful for the Company require registration. Employees wishing to register as a user of a website for work purposes are encouraged to do so. However, they should ask their manager before doing this.

### *Licences and contracts*

Some websites require the Company to enter into licence or contract terms. The terms should be printed off and sent for approval in advance or emailed to the legal department before an employee agrees to them on the Company's behalf. In most cases, there will be no objection to the terms and it is recognised that the free information provided by the website in question may save the Company money. Employees should, however, always consider whether the information is from a reputable source and is likely to be accurate and kept up to date, as most such contract terms will exclude liability for accuracy of free information.

### *Downloading files and software*

Employees should download files on to only those PCs with virus checking software and should check how long the download will take. If there is any uncertainty as to whether the software is virus-free or whether the time the download will take is reasonable, the relevant line manager and the Company's IT department should be consulted.

### *Using other software and hardware at work*

The Company staff handbook does not allow employees to bring software or hardware into the office without the IT department's consent and nothing in the email and internet policy modifies the Company's general view on this.

### *Personal use of the internet*

Although the email system is primarily for business use, the Company understands that employees may on occasion need to use the internet for personal purposes. Employees may access the internet at work for personal purposes provided that:

- such use is limited to no more than 20 minutes in any day;
- the internet is not used to access offensive or illegal material, such as material containing racist terminology or nudity;
- they do not enter into any contracts or commitments in the name of or on behalf of the Company; and
- they do not arrange for any goods ordered on the internet to be delivered to the Company address or order them in the Company's name.

### *Monitoring of internet access at work*

The Company reserves the right to monitor employees' internet usage, but will endeavour to inform an affected employee when this is to happen and the reasons for it. The Company considers the following to be valid reasons for checking an employee's internet usage:

- If the Company suspects that the employee has been viewing offensive or illegal material, such as material containing racist terminology or nudity (although the Company understands that it is possible for employees inadvertently to view such material and they will have the opportunity to explain if this is the case).
- If the Company suspects that the employee has been spending an excessive amount of time viewing websites that are not work related.

The Company reserves the right to retain information that it has gathered on employees' use of the internet for a reasonable period of time.

### *General*

The aim of these rules is to be helpful, and to set guidelines on the use of email and the internet at work for the smooth and efficient running of the business.

If there is anything in these rules that an employee considers to be unworkable or does not understand, he/she should notify his/her manager.

Self-employed contractors, agency workers or any other individuals working temporarily in the Company should be made aware of the rules regarding the use of email and the internet.

New members of staff should be shown this policy as part of their induction.

### *Use of social media at work*

Employees are able to access social media websites from the organisation's computers or devices and must limit their time on these sites to reasonable use. The organisation understands that employees may wish to use their own computers or devices to access social media websites while they are at work, again, this must be limited to reasonable use. At no time must you discuss any client information outside of your work environment. If any information is discussed on any site the employee/s responsible will be dismissed immediately.

### *Monitoring use of social media during work time*

The organisation reserves the right to monitor employees' internet usage, but will endeavour to inform an affected employee when this is to happen and the reasons for it. The organisation considers that valid reasons for checking an employee's internet usage include suspicions that the employee has:

- been using social media websites when he/she should be working; or
- acted in a way that is in breach of the rules set out in this policy.

The organisation reserves the right to retain information that it has gathered on employees' use of the internet for a period of one year.

Access to particular social media websites may be withdrawn in any case of misuse.

### *Social media in your personal life*

The organisation recognises that many employees make use of social media in a personal capacity. While they are not acting on behalf of the organisation, employees must be aware that they can damage the organisation if they are recognised as being one of our employees.

Employees are allowed to say that they work for the organisation, which recognises that it is natural for its staff sometimes to want to discuss their work on social media. However, the employee's online profile for example, the name of a blog or a Twitter name must not contain the organisation's name.

If employees do discuss their work on social media for example, giving opinions on their specialism or the sector in which the organisation operates, they must include on their profile a statement along the following lines: "The views I express here are mine alone and do not necessarily reflect the views of my employer."

Any communications that employees make in a personal capacity through social media must not bring the organisation into disrepute, for example by:

- criticising or arguing with customers, colleagues or rivals;
- making defamatory comments about individuals or other organisations or groups; or
- posting images that are inappropriate or links to inappropriate content;
- breach confidentiality, for example by:
- revealing trade secrets or information owned by the organisation;
- giving away confidential information about an individual such as a colleague or customer contact or organisation such as a rival business; or

- discussing the organisation's internal workings such as deals that it is doing with a customer or its future business plans that have not been communicated to the public;
- breach copyright, for example by:
- using someone else's images or written content without permission; or
- failing to give acknowledgement where permission has been given to reproduce something; or
- do anything that could be considered discriminatory against, or bullying or harassment of, any individual, for example by:
- making offensive or derogatory comments relating to sex, gender reassignment, race (including nationality), disability, sexual orientation, religion or belief or age;
- using social media to bully another individual such as an employee of the organisation; or
- posting images that are discriminatory or offensive or links to such content

### *Disciplinary action over social media use*

All employees are required to adhere to this policy. Employees should note that any breaches of this policy may lead to disciplinary action. Serious breaches of this policy, for example incidents of bullying of colleagues or social media activity causing serious damage to the organisation, may constitute gross misconduct and lead to summary dismissal.

## **Personal Telephone Calls (HR041)**

This policy governs how employees may use the Company's telephones during the course of their working time. It is important that all employees read this policy carefully as the Company requires compliance from all members of staff at all times.

### *Purpose and scope*

The policy has been devised in order to:

- ensure the effective running of the Company's business;
- inform employees about how they may and may not use the Company's telephones; and
- ensure compliance with legislation.

This policy applies to all employees of the Company and also to other staff who may work for the Company on a temporary or contract basis. It also applies to employees who have the use of mobile phones belonging to the Company while working from home or travelling on Company business.

This policy forms part of the terms and conditions of all employees' contracts of employment and any breach of the policy will be regarded as misconduct, leading to disciplinary action up to and including summary dismissal.

### *Personal and private use*

The Company provides its employees with access to the telephone for work-related purposes. However, because it is accepted that employees may sometimes need to attend to personal matters during working hours, limited personal use is permitted, provided that this does not interfere with employees' work, nor take up an unreasonable amount of time.

It is important to note that employees may not at any time use Company telephones to:

- carry out freelance work, or work for another employer;
- contact recruitment agencies or other employers with a view to seeking alternative employment;
- buy or sell goods, other than when authorised to do so in the course of their job;
- gamble;
- communicate information that is confidential to the Company outside the Company, unless authorised to do so in the course of their job;
- chat for lengthy periods of time to friends or relatives;
- make overseas telephone calls; or
- waste working time using the telephone for purposes not associated with their job or the Company's business.

### *Monitoring*

The Company carries out monitoring of employees' use of Company telephones for security reasons and to deter/detect unauthorised use.

Employees should, therefore, be aware that the telephone calls that they make or receive may be intercepted by the Company. Over and above interception, telephone calls may be recorded for the purpose of monitoring quality standards and training.

## **Training and Development (HR042)**

### *Roles and responsibilities for implementation*

Both line managers and employees have a responsibility to implement training and development initiatives. There will be an opportunity to discuss development needs through the performance review process and agree appropriate courses of training or study.. Employees are expected to take up the opportunities provided and report back to their line manager on their applicability once completed.

Line managers have a responsibility to monitor and evaluate the effectiveness of learning for employees who have undergone training and development

### *Planning and implementing new initiatives*

Any new training initiatives will be planned as a result of training needs analysis activities, which in turn are part of the Company's performance review process. In addition, the Company is committed to reviewing training initiatives so that relevant training and development is provided for skills in specific job areas, where work procedures have changed, or where new standards are introduced. Any new training and development programmes offered to staff will be publicised through the Company's normal communication channels, including staff notices and departmental meetings. The Company will make use, where appropriate, of e-learning, and training will be provided to staff in how to access materials while at work and from home.

### *Individual requests for training and development*

Employees can request training and development at any time but this will usually be done within the performance review process, as outlined above. Employees should channel requests through their line manager.

### *Monitoring and evaluating investment in training and development*

The Company firmly believes that it is critical to the success of both the planning and delivery of training and development activities that the resources invested are monitored and the outcomes achieved are measured. Such outcomes may be demonstrated at an individual, departmental and corporate level. Senior managers have an important role to play in this process. The Company uses its evaluation findings for future business planning and the planning of continued investment in staff training and development. Accordingly the evaluation findings are regularly shared with the senior executive team.

### *Equal opportunities*

Decisions relating to training and development should be made fairly and consistently, and equality of opportunity should be provided for all staff in this area.

### *Induction training*

All new members of staff will receive an induction on their job role. The Company provides full programmes of general induction training and health and safety induction training, which are set out in separate policies.

## **Data protection (HR043)**

In the course of your work, you may come into contact with and use confidential personal information about people, such as names and addresses or even information about customers' circumstances, families, health and other private matters. This policy helps you ensure that you do not breach the Data Protection Act 1998, which provides strict rules in this area. If you are in any doubt about what you may or may not do, seek advice from your line manager. If you are in doubt and cannot get in touch with him/her or our data protection officer, do not disclose the information concerned.

The organisation holds personal data about you. You have consented in your employment contract to the data being used as set out in the contract. If this data changes, you should let us know so that our records can be updated.

The Data Protection Act 1998 requires that eight data protection principles be followed in the handling of personal data. These are that personal data must:

- be fairly and lawfully processed;
- be processed for limited purposes and not in any manner incompatible with those purposes;
- be adequate, relevant and not excessive;

- be accurate;
- not be kept for longer than is necessary;
- be processed in accordance with individuals' rights;
- be secure; and
- not be transferred to countries without adequate protection.

## Information and Communication (HR044)

It is the policy of this Company to communicate information about the Company's activities to all employees on a regular basis, and to encourage employees to provide ideas and feedback to management on all aspects of the Company's operations. The Company believes that a regular flow of information from management to staff and vice versa will enhance its effectiveness and productivity.

Specifically, the Company will hold monthly meetings with members of its staff. During these meetings information will be provided by management representatives to employee representatives about matters such as:

- the organisation's general progress;
- any recent and probable developments in the business, for example information about company performance and strategic planning;
- recent and probable developments concerning the organisation's economic situation, for example contracts won or lost;
- planned structural changes within the organisation, especially if circumstances arise which might create a threat to job security;
- any management decisions likely to lead to changes in work organisation;
- any potential changes to policies and procedures and/or the terms and conditions of employees' employment;
- information about health and safety issues;
- information about equal opportunities matters; and
- departmental information, for example changes in work methods or specific issues that have arisen locally.

In communicating information to employees about the company's activities and plans for the future, the Company also wishes to encourage employees to provide feedback, including ideas, suggestions and proposals as to how the Company can improve the way in which it operates its business.

The Company believes that regular communication of this nature will produce benefits for all, including:

- improved motivation and commitment;
- better identification of and solutions to day-to-day problems;
- better management decisions;
- increased understanding about management decisions or the need for change; and
- increased levels of trust and improved working relationships.

All employees are encouraged to come forward to their manager if they have an idea, suggestion, proposal, problem or any type of feedback that they believe could improve efficiency and/or benefit

the Company in the running of its day-to-day affairs. The Company believes in the "open-door principle", i.e. that every employee should feel comfortable in approaching his/her manager to raise and discuss any issues that are of concern or interest to him/her.

Management will take employees' views, suggestions, proposals and queries on board and give them full and fair consideration, although no guarantee can be given that any particular suggestion or request will be implemented. Appropriate feedback will be provided at the following meeting or, if possible, before that time.

Employees who wish to communicate any idea, suggestion, proposal or problem to management should do so by raising the matter with his/her own line manager on a face-to-face basis at any time.

## **Whistle Blowing (HR045)**

This policy applies to all employees and officers of the organisation. Other individuals performing functions in relation to the organisation, such as agency workers and contractors, are encouraged to use it.

It is important to the business that any fraud, misconduct or wrongdoing by workers or officers of the organisation is reported and properly dealt with. The organisation therefore encourages all individuals to raise any concerns that they may have about the conduct of others in the business or the way in which the business is run. This policy sets out the way in which individuals may raise any concerns that they have and how those concerns will be dealt with.

### *Background*

The Public Interest Disclosure Act 1998 amended the Employment Rights Act 1996 to provide protection for workers who raise legitimate concerns about specified matters. These are called "qualifying disclosures". A qualifying disclosure is one made in good faith by an employee who has a reasonable belief that:

- a criminal offence;
- a miscarriage of justice;
- an act creating risk to health and safety;
- an act causing damage to the environment;
- a breach of any other legal obligation; or
- concealment of any of the above;

is being, has been, or is likely to be, committed. It is not necessary for the worker to have proof that such an act is being, has been, or is likely to be, committed - a reasonable belief is sufficient. The worker has no responsibility for investigating the matter - it is the organisation's responsibility to ensure that an investigation takes place.

A worker who makes such a protected disclosure has the right not to be dismissed, subjected to any other detriment, or victimised, because he/she has made a disclosure.

The organisation encourages workers to raise their concerns under this procedure in the first instance. If a worker is not sure whether or not to raise a concern, he/she should discuss the issue with his/her line manager or the human resources department.

### *Principles*

- Everyone should be aware of the importance of preventing and eliminating wrongdoing at work. Workers should be watchful for illegal or unethical conduct and report anything of that nature that they become aware of.
- Any matter raised under this procedure will be investigated thoroughly, promptly and confidentially, and the outcome of the investigation reported back to the worker who raised the issue.
- No worker will be victimised for raising a matter under this procedure. This means that the continued employment and opportunities for future promotion or training of the worker will not be prejudiced because he/she has raised a legitimate concern.
- Victimisation of a worker for raising a qualified disclosure will be a disciplinary offence.
- If misconduct is discovered as a result of any investigation under this procedure the organisation's disciplinary procedure will be used, in addition to any appropriate external measures.
- Maliciously making a false allegation is a disciplinary offence.
- An instruction to cover up wrongdoing is itself a disciplinary offence. If told not to raise or pursue any concern, even by a person in authority such as a manager, workers should not agree to remain silent. They should report the matter to a director.

### *Procedure*

This procedure is for disclosures about matters other than a breach of an employee's own contract of employment. If an employee is concerned that his/her own contract has been, or is likely to be, broken, he/she should use the organisation's grievance procedure.

(1) In the first instance, and unless the worker reasonably believes his/her line manager to be involved in the wrongdoing, or if for any other reason the worker does not wish to approach his/her line manager, any concerns should be raised with the worker's line manager. If he/she believes the line manager to be involved, or for any reason does not wish to approach the line manager, then the worker should proceed straight to stage 3.

(2) The line manager will arrange an investigation of the matter either by investigating the matter him/herself or immediately passing the issue to someone in a more senior position. The investigation may involve the worker and other individuals involved giving a written statement. Any investigation will be carried out in accordance with the principles set out above. The worker's statement will be taken into account, and he/she will be asked to comment on any additional evidence obtained. The line manager (or the person who carried out the investigation) will then report to the board, which will take any necessary action, including reporting the matter to any appropriate government department or regulatory agency. If disciplinary action is required, the line manager (or the person who carried out the investigation) will report the matter to the human resources department and start the disciplinary procedure. On conclusion of any investigation, the worker will be told the outcome of the investigation and what the board has done, or proposes to do, about it. If no action is to be taken, the reason for this will be explained.

(3) If the worker is concerned that his/her line manager is involved in the wrongdoing, has failed to make a proper investigation or has failed to report the outcome of the investigations to the board, he/she should inform a director of the organisation, who will arrange for another manager to review the investigation carried out, make any necessary enquiries and make his/her own report to the board as in stage 2 above. If for any other reason the worker does not wish to approach his/her line manager he/she should also in the first instance contact the director. Any approach to the director will be treated with the strictest confidence and the worker's identity will not be disclosed without his/her prior consent.

(4) If on conclusion of stages 1, 2 and 3 the worker reasonably believes that the appropriate action has not been taken, he/she should report the matter to the proper authority. The legislation sets out a number of bodies to which qualifying disclosures may be made. These include:

- HM Revenue & Customs;
- the FCA;
- the Office of Fair Trading;
- the Health and Safety Executive;
- the Environment Agency;
- the Director of Public Prosecutions; and
- the Serious Fraud Office.

## Leavers Policy (HR046)

This policy is issued to promote guidance on the application of notice periods. It does not form part of employees' terms and conditions of employment or otherwise have any contractual effect. This policy may be varied, withdrawn or replaced at any time by the organisation at its absolute discretion.

### *Notice periods*

Subject to employees' terms and conditions of employment It is required that the employee will give a minimum period of notice of leaving, this will be based on length of service and is detailed in the employees contact.

If the company terminates an employee's contract for any reason it will also give the notice period outlined. In cases of summary dismissal the employer reserves the right to revoke this notice period.

The organisation may agree to release an employee from the requirement to serve his/her full notice period. In these circumstances, the organisation will not pay the employee for the portion of the notice period that he/she is not working. The employee will be asked to sign a letter confirming the agreement reached.

In the event of termination of the contract of employment by either party, the line manager will confirm the employee's final day of employment.

### *Resignation*

An employee who resigns must provide the organisation with his/her notice of resignation in writing. The organisation will not accept notice of resignation as effective unless it is in writing. Upon resignation, the employee will be required to work his/her full contractual notice period, unless otherwise agreed.

If an employee fails to work his/her full contractual notice period without prior authorisation from the organisation, the employee will not be paid for the portion of the notice period that he/she has not worked. The organisation may refer to this in any reference given on the employee's behalf.

The organisation may deduct from the employee's final pay any costs incurred as a result of the employee failing to work his/her full notice period.

### *Dismissal*

Where the organisation dismisses an employee, it will give the employee his/her full contractual notice and, unless otherwise agreed, will require the employee to work the full period of notice.

In certain circumstances, including dismissals for gross misconduct, the organisation may dismiss the employee without notice. If this is the case, the organisation will explain the reason(s) why.

### *Redundancy*

Where the organisation dismisses an employee by reason of redundancy, it will give the employee his/her full contractual notice and, unless otherwise agreed, will require the employee to work the full period of notice.

An employee who is dismissed by reason of redundancy will be given a reasonable amount of paid time off work to look for alternative employment. The arrangements for time off must be agreed in advance by the employee's manager.

### *Retirement*

If an employee is retiring, notice should be given in accordance with the notice period set out in his/her contract of employment.

### *Rights and obligations during the notice period*

During the notice period, the contract of employment will continue to remain in force and the employee will receive full pay and benefits.

During the notice period, the employee remains bound by all the obligations and restrictions expressly set out or implied in his/her contract of employment, and must not take up employment elsewhere. The organisation expects that the employee will conduct him/herself in an entirely appropriate manner during the full period of notice, and uphold the high standards of performance required of all employees. This applies no matter who gave notice to terminate the contract of employment and for whatever reason.

If an employee's performance during the notice period falls below the required standards, the organisation may address this as a performance or disciplinary matter and may refer to this in any references given on the employee's behalf.

During the notice period, the organisation may restrict an employee's duties, contact with clients, colleagues and suppliers, access to information or resources and impose any other reasonable practices, to better facilitate a handover and/or to protect business interests.

### *Return of the organisation's property*

The organisation requires employees to hand over to their line manager property that belongs to the organisation on or before their final working day or as required by their manager.

This may include (but is not limited to)

- PPE
- office keys
- mobile phone and blackberry device;
- laptop;
- removable data storage device;
- hardcopies of the organisation's material (including copies or summaries and whether in eye readable or machine readable form);
- any other property belonging to the organisation.

The employee may be required to sign a form provided by HR department confirming his/her compliance with this requirement.

If the employee fails to return any property belonging to the organisation by the required date, the organisation will withhold the whole or any part of any pay due from the organisation to the employee up to the current market value of the property not returned, i.e. based on the value of the property at the time that it is not returned and not on a replacement cost basis. The organisation may issue civil proceedings against the employee for breach of contract and/or trespass to goods, to the extent that any outstanding pay withheld does not cover the current market value of the property not returned.

### *Pay in lieu of notice*

The organisation may make a payment in lieu of notice for all or any part of an employee's notice period on termination of his/her employment rather than the employee working out his/her notice period. This provision, which is at the organisation's discretion, applies whether notice to terminate the contract is given by the employee or by the organisation.

The employee will be compensated by being given a payment in place of this, amounting to the payment that he/she would have received including payment for accrued but untaken annual leave) if he/she had worked out his/her notice period. A sum constituting the employee's pay in lieu of notice will be transferred into the bank account into which his/her wages are normally paid.

### *Garden leave*

If an employee is placed on garden leave, he/she will not be allowed to come to work, meaning that he/she must stay away from the workplace during the garden-leave period. If he/she is placed on garden leave, the organisation will:

- confiscate any equipment belonging to the organisation that he/she may have, typically a laptop, at the start of the garden-leave period;
- require him/her not to have any contact with clients / customers for work-related purposes during the garden-leave period; and
- prevent him/her from having any contact with another organisation, typically a competitor, during the garden-leave period.

If the employee is placed on garden leave, his/her contract of employment will continue in force until the end of the notice period. This means that, during the garden-leave period, he/she will:

- continue to receive full pay and benefits with the exception of benefits that are given to allow the employee to do his/her job, such as a work mobile phone or company car in the normal way;
- remain bound by all the obligations and restrictions set out in his/her contract of employment, including any confidentiality clauses and restrictive covenants contained in his/her contract of employment, save the duty to attend work;
- not be permitted to take up other employment during the garden-leave period; and
- be required to remain available to be contacted by the organisation, including being available for any work required.

If the employee does not follow the rules above, then it will constitute gross misconduct and likely summary dismissal. This would mean that no notice period would be paid.

Any breaches of restrictive covenant or confidentiality clauses in the employee's contract of employment could result in the Organisation pursuing legal action for the breach of contractual obligations.

### *Holiday during notice periods*

During the notice period, the organisation may require employees to take annual leave accrued for that holiday year but not taken by the date of termination. The organisation will give the appropriate notice.

If, prior to notice of termination being given by either party, the organisation has authorised an employee's annual leave request, and the annual leave is scheduled to take place during the notice period, the organisation will seek to honour this arrangement. However, the organisation may, if necessary for business reasons, require the employee to cancel all or part of his/her annual leave, on giving the appropriate notice.

If, on termination of an employee's employment, the employee has accrued annual leave that he/she has not taken, he/she will be paid in lieu of this as part of his/her final wages. No payment in lieu of accrued contractual holiday will be made to the employee (and where appropriate a deduction will be made from salary) in the event of his/her termination for gross misconduct or in

the event of the employee giving inadequate notice of termination or leaving before the contractual notice period has expired.

If, on termination of an employee's employment, he/she has taken paid holiday leave in excess of earned entitlement, he/she will be required to reimburse the organisation (by means of deduction from salary if necessary) in respect of such holiday.

### *Outstanding payments to the organisation*

The organisation may deduct from any final pay all monies owing to it from the departing employee. This includes (but is not limited to):

- outstanding loans;
- wage advances;
- expenses advances; and
- holiday taken but not yet accrued.

If the employee's final pay is insufficient to cover the sums owed to the organisation, the employee will enter into a contract with the organisation for the repayment of all sums owed. If the employee refuses to do this, or defaults on any repayment agreement, the organisation may bring a civil claim against the employee to recover the monies (as a debt) and its costs of doing so.

### *Outstanding payments to the employee*

An employee who wishes to claim expenses properly incurred in the course of his/her duties must do so before the end of his/her notice period. The employee must follow the procedure set out in the organisation's expenses policy.

If the employee has not followed the procedure set out in the organisation's expenses policy, the organisation may not repay the expenses to the employee.

### *Giving References*

References should only be given by the line manager. Any reference requests that any other employees have been asked to complete must be forwarded to the line manager. It is the Organisation's policy to only give basic, factual references to potential employers.

## **Redundancy (HR047)**

Whilst it is our aim to provide all employees with job security, circumstances do change. Where this means that there is a requirement for fewer employees, some redundancies may be necessary. In the event of a potential redundancy situation, the Company will comply with the ACAS code of practice which sets out its legal obligations and its commitment to fair procedures which minimise job losses. Should the situation arise the Company will comply with any statutory payment/entitlements to all employees affected.

Where the Company dismisses an employee by reason of redundancy, it will give the employee his/her full contractual notice and, unless otherwise agreed, will require the employee to work the full period of notice.

An employee who is dismissed by reason of redundancy will be given a reasonable amount of paid time off work to look for alternative employment. The arrangements for time off must be agreed in advance by the employee's manager.

## **Retirement (HR048)**

The Company believes that employees should, wherever possible, be permitted to continue working for as long as they wish and are able to do so. For this reason, the Company does not operate a compulsory retirement age and employees may each choose individually when to stop working.

Employees should intimate to their Supervisor as early as possible what their wishes are in relation to retirement. This will help the Company with its succession planning and assist employees who wish to continue working beyond their contractual retirement age, as it will give management more time to consider the possible options.

This is a version controlled document, the information contained in this document is correct at the date shown. If you have any queries regarding the information contained in the policy please contact HR2day.

| Version Number | Revision Number | SUMMARY OF REVISION  | BY         | DATE       |
|----------------|-----------------|--|------------|------------|
| 8              |                 | Revised probation  | E Duffy    | 16.01.2015 |
| 9              |                 | Updated Drug and alcohol abuse policy: <ul style="list-style-type: none"> <li>• Random testing</li> <li>• Carrying out tests</li> <li>• Action after a positive test</li> <li>• Complaints</li> </ul> Equal opportunities                                | M Schollar | 03.02.15   |
| 10             |                 | Updated disciplinary offences<br>Added policy for adoption shared parental leave<br>Updated stat sick and maternity pay amounts<br>Updated parental leave policy to age 18<br>Updated adoption leave policy – re time off for appointments               | M Schollar | 08/04/2015 |
| 11             |                 | Update the following policies – <ul style="list-style-type: none"> <li>• H&amp;S policy</li> <li>• Dignity at work</li> <li>• Harassment complaints</li> <li>• Investigating claims of bullying and harassment</li> <li>• Equal opportunities</li> </ul> | M Schollar | 01/05/2015 |
| 11             | 1               | Changed pay review date to January   | E Duffy    | 22/08/2015 |
|                |                 |  |            |            |

|    |  |  |          |          |
|----|--|--|----------|----------|
| 12 |  | Updated following policies as per legislation change; <ul style="list-style-type: none"> <li>• Maternity</li> <li>• Paternity</li> <li>• Adoption</li> <li>• Shared Parental Leave</li> </ul> Also added 'Fit for Work' policy as required by legislation<br><br>Updated performance appraisal and training and development policy | S Rahman | 23.02.16 |
|----|--|--|----------|----------|



**HR2day Limited**

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