

Davidson-Richards Ltd
Staff handbook

1 September 2018

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Non-contractual staff handbook

1 Introduction

- 1.1 Davidson-Richards Ltd adopts a fair and open-minded approach that encourages professional growth for its employees in a good working environment.
- 1.2 We are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partner status, pregnancy or maternity, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

2 Using the staff handbook

- 2.1 This Staff Handbook is non-contractual and sets out the main policies and procedures that you will need to be aware of while working for us. You should familiarise yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to your line manager or the Human Resources Department.
- 2.2 The policies and procedures set out in this handbook apply to all staff unless otherwise indicated. They therefore apply to managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees, casual and agency staff (collectively referred to as **staff** in this handbook). They do **not** form part of the terms of your contract with us, which are provided to you separately.

3 Responsibility for the staff handbook

- 3.1 The HR Manager has overall responsibility for this Staff Handbook and for ensuring that its policies and procedures comply with our legal obligations.
- 3.2 The Staff Handbook is reviewed regularly to ensure that its provisions continue to meet our legal obligations and reflect best practice. The Staff Handbook may be amended at any time.
- 3.3 Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. Managers must ensure all staff understand the standards of behaviour expected of them and to take action when behaviour falls below those requirements.

4 Personal details, home address and next of kin

- 4.1 The Human Resources Department is responsible for maintaining up-to-date details of the home address, next of kin and emergency contact telephone numbers of each member of our staff.
- 4.2 We will request this information when you start work and you should advise of any changes straight away. Information is held in confidence and used in accordance with our Data Protection Policy.

Schedule 1 Dress code

1 About this policy

- 1.1 We encourage everyone to maintain an appropriate standard of dress and personal appearance at work. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:
- (a) promote a positive and professional image;
 - (b) respect the needs of men and women from all cultures and religions;
 - (c) make any adjustments that may be needed because of disability;
 - (d) take account of health and safety requirements; and
 - (e) help staff and managers decide what clothing it is appropriate to wear to work.
- 1.2 Managers are responsible for ensuring that this dress code is observed and that a common sense approach is taken to any issues that may arise. Any enquiries regarding the operation of our dress code (including whether an article of clothing is suitable to wear to work) should be made to your line manager or the Human Resources Department.
- 1.3 Failure to comply with the dress code may result in action under our Disciplinary Procedure.
- 1.4 We will review our dress code periodically to ensure that it reflects appropriate standards and continues to meet our needs.
- 1.5 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 Appearance

- 2.1 While working for us you represent us with customers and the public. Your appearance contributes to our reputation and the development of our business. We want to maintain a professional image at all times, and particularly when you are at our customers' sites.
- 2.2 It is important that you appear clean and smart at all times when at work, particularly when you may be in contact with clients, other business contacts or the general public.
- 2.3 Different departments may have specific clothing requirements, for example, because their work is customer-facing or raises particular health and safety concerns. It is important that you dress in a manner appropriate to your working environment and the type of work you do.
- 2.4 Staff in certain roles may be required to wear uniforms provided by us, which should be kept clean and neat.
- 2.5 All staff in customer facing roles should wear smart business attire.
- 2.6 You should not wear casual, gym or beach wear to work. This includes track suits, sweat-shirts, t-shirts or shorts, combat trousers, jogging bottoms, denim, or leggings. Clothing should not be dirty, frayed or torn. Tops should not carry wording or pictures that might be offensive or cause damage to our reputation. It is

inappropriate to wear cut-off shorts, crop tops, see-through material or clothing that exposes areas of the body normally covered at work.

- 2.7 You may, only with the prior approval from the Operations Director, wear jeans when undertaking installation work at customer sites.
- 2.8 Footwear must be safe and clean and take account of health and safety considerations. Trainers and flip-flops are not acceptable.
- 2.9 Where we provide safety clothing and equipment, including protective footwear, it should be worn or used as appropriate and directed.
- 2.10 You should not wear clothing or jewellery that could present a health and safety risk. In particular, you are not permitted to wear any piercings with the exception of one stud in each ear (where this does not present a health and safety risk).
- 2.11 If you have tattoos, these should be covered during work time.
- 2.12 You will be supplied with an identity badge that must be worn and visible at all times when you are at work.

3 Religious and cultural dress

- 3.1 You may wear appropriate religious and cultural dress (including clerical collars, head scarves, skullcaps and turbans) unless it creates a health and safety risk to you or any other person or otherwise breaches this policy.
- 3.2 Where necessary the Human Resources Department can give further information and guidance on cultural and religious dress in the workplace.
- 3.3 Priority is at all times given to health and safety requirements. Where necessary, advice will be taken from the Health and Safety Officer.

Schedule 2 Expenses policy

1 About this policy

- 1.1 This policy deals with claims for reimbursement of expenses, including travel, accommodation and hospitality.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 Reimbursement of expenses

- 2.1 We will reimburse expenses properly incurred in accordance with this policy. Any attempt to claim expenses fraudulently or otherwise in breach of this policy may result in disciplinary action.
- 2.2 Expenses will only be reimbursed if they are:
 - (a) submitted to the Accounts Department on the appropriate claim form;
 - (b) submitted within 28 days of being incurred or by the month end (whichever is the earliest);
 - (c) supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and
 - (d) authorised in advance where required.
- 2.3 Claims for authorised expenses submitted in accordance with this policy will be paid directly into your bank/building society account.
- 2.4 Expenses will be reimbursed according to HMRC legislation and the accounts section will amend claims accordingly.
- 2.5 Any questions about the reimbursement of expenses should be put to your line manager/HR Manager before you incur the relevant costs.

3 Travel expenses

- 3.1 We will reimburse the reasonable cost of necessary travel in connection with our business. The most economic means of travel should be chosen if practicable. The following are not treated as travel in connection with our business:
 - (a) travel between your home and usual place of work;
 - (b) travel which is mainly for your own purposes; and
 - (c) travel which, while undertaken on our behalf, is similar or equivalent to travel between your home and your usual place of work.
- 3.2 **Trains.** We will reimburse the cost of standard class travel on submission of a receipt with an expenses claim form.
- 3.3 **Taxis.** We do not expect you to take a taxi when there is public transport available, unless it is cost effective due to a significant saving of journey time or the number of staff travelling together. A receipt should be obtained for submission with an expenses claim form.
- 3.4 **Car.** Where it is cost effective for you to use your car for business travel, and you have been authorised to do so, you can claim a mileage allowance on proof of

mileage. VAT receipts must be obtained for the amount of fuel used. Details of the current mileage rates can be obtained from the Accounts Department. You can also claim for any necessary parking costs which must be supported by a receipt or the display ticket.

- 3.5 **Air travel.** If you are required to travel by plane in the course of your duties you should discuss travel arrangements with your line manager in advance.

- 3.6 We will not reimburse penalty fares or fines for parking or driving offences, other than at our discretion in exceptional circumstances.

4 **Accommodation and other overnight expenses**

- 4.1 If you are required to stay away overnight in the course of your duties you should pre-book overnight accommodation wherever possible using the Company's accommodation account.

- 4.2 In the event that this is not possible, reasonably priced accommodation should be obtained particularly as expenses incurred are usually recharged to our customers.

- 4.3 The Company does, however, appreciate some hotels will be subject to seasonal variations. In the unavoidable event you have to book your own accommodation then you will need to seek reimbursement via expenses.

- 4.4 We will reimburse your reasonable out-of-pocket expenses for overnight stays provided they are supported by receipts as follows:

- (a) a reasonably priced breakfast (if overnight accommodation is required);
- (b) lunch including reasonable non-alcoholic drinks if you are either staying away from home or on-site for a full day; and
- (c) evening meal including reasonable refreshments (a maximum of two alcoholic drinks is permitted) taken with the evening meal (unless you are entertaining customers in which case the limit on alcoholic drinks does not apply, however your alcohol intake must be reasonable).

- 4.5 **Please remember that, if your expenses are incurred due to a customer site visit the expenditure incurred will most likely be recharged to the customer and therefore you must take a reasonable approach to the costs you incur.**

- 4.6 Serious cases of excessive alcohol consumption may amount to gross misconduct resulting in dismissal.

5 **Entertaining customers**

- 5.1 You may entertain actual or prospective customers only where your proposal and an appropriate budget has been agreed in advance with your line manager. Receipts must be submitted in full with your expenses claim.

- 5.2 You must also ensure that the provision of any such hospitality in the circumstances complies with our Anti-Corruption and Bribery Policy.

Schedule 3 Equal opportunities policy

1 Equal opportunities statement

Davidson-Richards Ltd is committed to promoting equal opportunities in employment. You and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (**Protected Characteristics**).

2 About this policy

2.1 This policy sets out our approach to equal opportunities and the avoidance of discrimination at work. It applies to all aspects of employment with us, including recruitment, pay and conditions, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.

2.2 The Human Resources team is responsible for this policy and any necessary training on equal opportunities.

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

3 Discrimination

3.1 You must not unlawfully discriminate against or harass other people including current and former employees, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform), and on work-related trips or events including social events.

3.2 The following forms of discrimination are prohibited under this policy and are unlawful:

- (a) **Direct discrimination:** treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because they might be gay.
- (b) **Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others, and is not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified.
- (c) **Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.
- (d) **Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.
- (e) **Disability discrimination:** this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

4 Recruitment and selection

- 4.1 Recruitment, promotion and other selection exercises such as redundancy selection will be conducted on the basis of merit, against objective criteria that avoid discrimination. Shortlisting should be done by more than one person if possible.
- 4.2 Vacancies should generally be advertised to a diverse section of the labour market. Advertisements should avoid stereotyping or using wording that may discourage particular groups from applying. They should include a short policy statement on equal opportunities and a copy of this policy will be made available on request.
- 4.3 Job applicants should not be asked questions which might suggest an intention to discriminate on grounds of a Protected Characteristic. For example, applicants should not be asked whether they are pregnant or planning to have children.
- 4.4 Job applicants should not be asked about health or disability before a job offer is made, except in the very limited circumstances allowed by law: for example, to check that the applicant could perform an intrinsic part of the job (taking account of any reasonable adjustments), or to see if any adjustments might be needed at interview because of a disability. Where necessary, job offers can be made conditional on a satisfactory medical check. Health or disability questions may be included in equal opportunities monitoring forms, which must not be used for selection or decision-making purposes.

5 Disabilities

If you are disabled or become disabled, we encourage you to tell us about your condition so that we can consider what reasonable adjustments or support may be appropriate.

6 Part-time and fixed-term work

Part-time and fixed-term employees should be treated the same as comparable full-time or permanent employees and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate), unless different treatment is justified.

7 Breaches of this policy

- 7.1 We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.
- 7.2 If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or Anti-harassment and Bullying Policy. Complaints will be treated in confidence and investigated as appropriate.
- 7.3 You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under our Disciplinary Procedure.

Schedule 4 Anti-harassment and bullying policy

1 About this policy

- 1.1 Davidson-Richards Ltd is committed to providing a working environment free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect.
- 1.2 This policy covers harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions. It covers bullying and harassment by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 What is harassment?

- 2.1 Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.
- 2.2 It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.
- 2.3 Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.
- 2.4 Harassment may include, for example:
 - (a) unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
 - (b) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
 - (c) offensive e-mails, text messages or social media content;
 - (d) mocking, mimicking or belittling a person's disability.
- 2.5 A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

3 What is bullying?

- 3.1 Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.
- 3.2 Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:

- (a) physical or psychological threats;
 - (b) overbearing and intimidating levels of supervision;
 - (c) inappropriate derogatory remarks about someone's performance;
- 3.3 Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.
- 4 If you are being harassed or bullied**
- 4.1 If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your Department Head. Again, if this is too difficult or embarrassing, you should speak to the Human Resources Department, who can provide confidential advice and assistance in resolving the issue formally or informally.
- 4.2 If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.
- 4.3 We will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.
- 4.4 Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by an employee the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.
- 5 Protection and support for those involved**
- Staff who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.
- 6 Record-keeping**
- Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Data Protection Policy.

Schedule 5 Anti-corruption and bribery policy

1 About this policy

- 1.1 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.
- 1.2 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time. It will be reviewed regularly.

2 Who must comply with this policy?

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

3 What is bribery?

- 3.1 **Bribe** means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.
- 3.2 **Bribery** includes offering, promising, giving, accepting or seeking a bribe.
- 3.3 All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, raise it with your manager or Human Resources team.
- 3.4 Specifically, you must not:
 - (a) give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;
 - (b) accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else;
 - (c) give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure;
- 3.5 You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

4 Gifts and hospitality

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

- 4.2 A gift or hospitality will not be appropriate if it is unduly lavish or extravagant, or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process).
- 4.3 Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers), or be given in secret. Gifts must be given in our name, not your name.
- 4.4 Promotional gifts of low value such as branded stationery may be given to or accepted from existing customers, suppliers and business partners.

5 Record-keeping

- 5.1 You must declare and keep a written record of all hospitality or gifts given or received. You must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.
- 5.2 All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

6 How to raise a concern

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

Schedule 6 Whistleblowing policy

1 About this policy

- 1.1 We are committed to conducting our business with honesty and integrity and we expect all staff to maintain high standards. Any suspected wrongdoing should be reported as soon as possible.
- 1.2 This policy covers all employees, officers, consultants, contractors, interns, casual workers and agency workers.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 What is whistleblowing?

Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations. It also includes the following matters specific to this workplace:

3 How to raise a concern

- 3.1 We hope that in many cases you will be able to raise any concerns with your manager. However, where you prefer not to raise it with your manager for any reason, you should contact the Whistleblowing Officer. Contact details are at the end of this policy.
- 3.2 We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

4 Confidentiality

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

5 External disclosures

- 5.1 The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.
- 5.2 The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external. Public Concern at Work operates a confidential helpline. Their contact details are at the end of this policy.

6 Protection and support for whistleblowers

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

- 6.2 Whistleblowers must not suffer any detrimental treatment as a result of raising a genuine concern. If you believe that you have suffered any such treatment, you should inform the Whistleblowing Officer immediately. If the matter is not remedied you should raise it formally using our Grievance Procedure.
- 6.3 You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action.
- 6.4 However, if we conclude that a whistleblower has made false allegations maliciously or with a view to personal gain, the whistleblower may be subject to disciplinary action.
- 6.5 Public Concern at Work operates a confidential helpline. Their contact details are at the end of this policy.

7 **Contacts**

Whistleblowing Officer	Mary Lawton 01332 383231 maryl@davrich.co.uk
CEO	Richard Goodley 01332 383231 richardg@davrich.co.uk
Public Concern at Work (Independent whistleblowing charity)	Helpline: (020) 7404 6609 E-mail: whistle@pcaw.co.uk Website: www.pcaw.co.uk

Schedule 7 Disciplinary Rules

1 Policy statement

- 1.1 These Disciplinary Rules should be read in conjunction with our Disciplinary Procedure. The aim of the Disciplinary Rules and Disciplinary Procedure is to set out the standards of conduct expected of all staff and to provide a framework within which managers can work with staff to maintain those standards and encourage improvement where necessary.
- 1.2 It is our policy to ensure that any disciplinary matter is dealt with fairly and in accordance with the Disciplinary Procedure.
- 1.3 If you are in any doubt as to your responsibilities or the standards of conduct expected you should speak to your line manager or a member of Human Resources.
- 1.4 We may amend our Disciplinary Rules at any time.

2 Rules of conduct

- 2.1 While working for us you should at all times maintain professional and responsible standards of conduct. In particular you should:
 - (a) observe the terms and conditions of your contract, particularly with regard to:
 - (i) hours of work;
 - (ii) confidentiality;
 - (iii) GDPR and data protection; and
 - (iv) security of information.
 - (b) observe all our policies, procedures and regulations which are included in the Staff Handbook or notified to you from time to time by means of notice boards, email, the intranet or otherwise;
 - (c) take reasonable care in respect of the health and safety of colleagues and third parties;
 - (d) comply with all reasonable instructions given by managers; and
 - (e) act at all times in good faith and in the best interests of our business, customers and staff.
- 2.2 Failure to maintain satisfactory standards of conduct may result in action being taken under our Disciplinary Procedure.

3 Misconduct

- 3.1 The following are examples of matters that will normally be regarded as misconduct and will be dealt with under our Disciplinary Procedure:
 - (a) Minor breaches of our policies;
 - (b) Minor breaches of your contract;
 - (c) Damage to, or unauthorised use of, our property;
 - (d) Poor timekeeping;

- (e) Time wasting;
- (f) Unauthorised absence from work;
- (g) Refusal to follow instructions;
- (h) Excessive use of our telephones for personal calls;
- (i) Excessive personal email or internet usage;
- (j) Obscene language or other offensive behaviour;
- (k) Negligence in the performance of your duties; or
- (l) Smoking in no-smoking areas.

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

4 Gross misconduct

4.1 Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably damage the working relationship and trust between us. Gross misconduct will be dealt with under our Disciplinary Procedure and will normally lead to dismissal without notice or pay in lieu of notice (summary dismissal).

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

- (a) Theft or fraud;
- (b) Physical or threatened violence or bullying;
- (c) Deliberate and serious damage to property;
- (d) Serious misuse of our property or name;
- (e) Deliberately accessing internet sites containing pornographic, offensive or obscene material;
- (f) Repeated or serious failure to obey instructions, or any other serious act of insubordination;
- (g) Unlawful discrimination or harassment;
- (h) Bringing the organisation into serious disrepute;
- (i) Serious incapability at work brought on by alcohol or illegal drugs;
- (j) Causing loss, damage or injury through serious negligence;
- (k) Serious or repeated breach of health and safety rules or serious misuse of safety equipment;
- (l) Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;
- (m) Accepting or offering a bribe or other secret payment;
- (n) Conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our staff, customers or the public, or otherwise affects your suitability to continue to work for us;

- (o) Possession, use, supply or attempted supply of illegal drugs;
- (p) Being under the influence of drugs or alcohol whilst performing your work duties including driving on company business (note: a reasonable amount of alcohol consumption is permitted at customer events);
- (q) Serious neglect of duties, or a serious or deliberate breach of your contract or operating procedures;
- (r) Knowing breach of statutory rules affecting your work;
- (s) Unauthorised use, processing or disclosure of personal data contrary to our Data Protection Policy;
- (t) Harassment of, or discrimination against, employees, contractors, clients or members of the public, related to gender, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, disability, religion or belief or age;
- (u) Refusal to disclose any of the information required by your employment or any other information that may have a bearing on the performance of your duties;
- (v) Giving false information as to qualifications or entitlement to work (including immigration status) in order to gain employment or other benefits;
- (w) Knowingly taking parental, paternity or adoption leave when not eligible to do so or for a purpose other than supporting a child;
- (x) Making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;
- (y) Making untrue allegations in bad faith against a colleague;
- (z) Victimising a colleague who has raised concerns, made a complaint or given evidence or information under our Grievance Procedure, Disciplinary Procedure or otherwise;
- (aa) Serious misuse of our information technology systems (including misuse of developed or licensed software, use of unauthorised software and misuse of email and the internet);
- (bb) Undertaking unauthorised paid or unpaid employment during your working hours;
- (cc) Unauthorised entry into an area of the premises to which access is prohibited.

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

Schedule 8 Disciplinary procedure

1 About this procedure

- 1.1 The aims of this Disciplinary Procedure are to provide a framework within which managers can work with employees to maintain satisfactory standards of conduct and to encourage improvement where necessary. The standards of conduct expected of all employees are set out in the Disciplinary Rules which are at **Schedule 7** of the Staff Handbook.
- 1.2 It is our policy to ensure that any disciplinary matter is dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond before taking any formal action.
- 1.3 The procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.
- 1.4 This procedure is used to deal with misconduct. It does not apply to cases involving genuine sickness absence, proposed redundancies or poor performance. In those cases reference should be made to the appropriate policy or procedure.
- 1.5 This procedure does not form part of any employee's contract of employment and it may be amended at any time. We may also vary this procedure, including any time limits, as appropriate in any case.

2 Minor conduct issues

- 2.1 Minor conduct issues can often be resolved informally between you and your line manager. These discussions should be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future disciplinary hearings. In some cases an informal verbal warning may be given, which will not form part of your disciplinary records. Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).
- 2.2 If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with your line manager.

3 Confidentiality

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

4 Investigations

- 4.1 The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation

required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents. A Director will usually appoint an Investigating Officer to carry out the investigation. This may be an external person to ensure impartiality.

- 4.2 Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.
- 4.3 You do not normally have the right to bring a companion to an investigative interview. However, we may allow you to bring a companion if it helps you to overcome any disability, or any difficulty in understanding English.
- 4.4 You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

5 Criminal allegations

- 5.1 Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.
- 5.2 We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.
- 5.3 A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

6 Suspension

- 6.1 In some circumstances we may need to suspend you from work. The suspension will be for no longer than is necessary to investigate the allegations and we will confirm the arrangements to you in writing. While suspended you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless you have been authorised to do so by a Director.
- 6.2 Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations.

7 Notification of a hearing

- 7.1 Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if we decide after the hearing that the allegations are true. We will also include the following where appropriate:
 - (a) a summary of relevant information gathered during the investigation;
 - (b) a copy of any relevant documents which will be used at the disciplinary hearing; and
 - (c) a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.

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

8 The right to be accompanied

- 8.1 You may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell Human Resources (or outsourced Human Resources if applicable) who your chosen companion is, in good time before the hearing.
- 8.2 A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.
- 8.3 If your companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.
- 8.4 We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) if this will help overcome a disability, or if you have difficulty understanding English.

9 Procedure at disciplinary hearings

- 9.1 If you or your companion cannot attend the hearing you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence.
- 9.2 The hearing will be chaired by a Director and a member of the Human Resources Department (which may be a person from an outsourced Human Resources or legal function as applicable) may also be present to take notes of the hearing. You may bring a companion with you to the disciplinary hearing (see *paragraph 8*).
- 9.3 At the disciplinary hearing we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your companion may make representations to us and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.
- 9.4 You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness. However, you will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, we decide that a fair hearing could not be held otherwise.
- 9.5 We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 9.6 We will inform you in writing of our decision and our reasons for it, usually within one week of the disciplinary hearing. Where possible we will also explain this information to you in person.

10 **Resignation during a disciplinary process**

Should you decide to resign part way through a disciplinary process, the Company may decide to continue with the disciplinary process, which may include, without limitation, concluding the process and issuing a sanction that would have been issued but for your resignation. You will be invited to take part of this process, however if you refuse to co-operate, we may have little alternative than to make a decision without the benefit of hearing from you.

11 **Disciplinary penalties**

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

11.2 You will not normally be dismissed for a first act of misconduct, unless we decide it amounts to gross misconduct or you have not yet completed your probationary period.

11.3 **Stage 1 - First written warning.** A first written warning may be authorised by a Director. It will usually be appropriate for a first act of misconduct where there are no other active written warnings on your disciplinary record.

11.4 **Stage 2 - Final written warning.** A final written warning may be authorised by a Director]. It will usually be appropriate for:

- (a) misconduct where there is already an active written warning on your record; or
- (b) misconduct that we consider sufficiently serious to warrant a final written warning even though there are no other active warnings on your record.

11.5 **Stage 3 - Dismissal.** Dismissal may be authorised by a Director. It will usually only be appropriate for:

- (a) any misconduct during your probationary period;
- (b) further misconduct where there is an active final written warning on your record; or
- (c) any gross misconduct regardless of whether there are active warnings on your record. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal). Examples of gross misconduct are set out in our Disciplinary Rules, which are set out at **Schedule 7** of the Staff Handbook.

11.6 **Alternatives to dismissal.** In some cases we may at our discretion consider alternatives to dismissal. These may be authorised by a Director and will usually be accompanied by a final written warning. Examples include:

- (a) Demotion.
- (b) Transfer to another department or job.
- (c) A period of suspension without pay.
- (d) Loss of seniority.

- (e) Reduction in pay.
- (f) Loss of future pay increment or bonus.
- (g) Loss of overtime.

12 The effect of a warning

- 12.1 Written warnings will set out the nature of the misconduct, the change in behaviour required, the period for which the warning will remain active, and the likely consequences of further misconduct in that active period.
- 12.2 A first written warning will usually remain active for six months and a final written warning will usually remain active for 12 months. In exceptional cases verging on gross misconduct, a final written warning may state that it will remain active indefinitely. Your conduct may be reviewed at the end of a warning's active period and if it has not improved sufficiently we may decide to extend the active period.
- 12.3 After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future disciplinary proceedings.

13 Appeals

- 13.1 If you feel that disciplinary action taken against you is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to the CEO of the Company within one week of the date on which you were informed of the decision.
- 13.2 If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful you will be reinstated with no loss of continuity or pay.
- 13.3 If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing, and you or your companion may comment on any new evidence arising during the appeal before any decision is taken.
- 13.4 We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice.
- 13.5 The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.
- 13.6 Where possible, the appeal hearing will be conducted impartially by a more senior manager who has not been previously involved in the case. A member of the Human Resources Department (which may be a person from an outsourced Human Resources or legal function as applicable) may also be present. In some situations it may be applicable to have the Director who heard the disciplinary hearing present. You may bring a companion with you to the appeal hearing (see paragraph 8).
- 13.7 We may adjourn the appeal hearing if we need to carry out any further investigations in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

13.8 Following the appeal hearing we may:

- (a) confirm the original decision;
- (b) revoke the original decision; or
- (c) substitute a different penalty.

13.9 We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.

Schedule 9 Capability Procedure

1 About this procedure

- 1.1 The primary aim of this procedure is to provide a framework within which managers can work with employees to maintain satisfactory performance standards and to encourage improvement where necessary.
- 1.2 It is our policy to ensure that concerns over performance are dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond at a hearing before any formal action is taken.
- 1.3 This policy does not apply to cases involving genuine sickness absence, proposed redundancies or misconduct. In those cases reference should be made to the appropriate policy or procedure.
- 1.4 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.
- 1.5 This procedure does not form part of any employee's contract of employment and it may be amended at any time.

2 Identifying performance issues

- 2.1 In the first instance, performance issues should normally be dealt with informally between you and your line manager as part of day-to-day management. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future capability hearings. The formal procedure should be used for more serious cases, or in any case where an earlier informal discussion has not resulted in a satisfactory improvement. Informal discussions may help:
 - (a) clarify the required standards;
 - (b) identify areas of concern;
 - (c) establish the likely causes of poor performance and identify any training needs; and/or
 - (d) set targets for improvement and a time-scale for review.
- 2.2 Employees will not normally be dismissed for performance reasons without previous warnings. However, in any case involving an employee who has not yet completed their probationary period, dismissal without previous warnings may be appropriate.
- 2.3 If we have concerns about your performance, we will undertake an assessment to decide if there are grounds for taking formal action under this procedure. The procedure involved will depend on the circumstances but may involve reviewing your personnel file including any appraisal records, gathering any relevant documents, monitoring your work and, if appropriate, interviewing you and/or other individuals confidentially regarding your work.

3 Disabilities

- 3.1 Consideration will be given to whether poor performance may be related to a disability and, if so, whether there are reasonable adjustments that could be made to your working arrangements, including changing your duties or providing

additional equipment or training. We may also consider making adjustments to this procedure in appropriate cases.

- 3.2 If you wish to discuss this or inform us of any medical condition you consider relevant, you should contact your line manager or a member of the Human Resources Department.

4 Confidentiality

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

5 Notification of a capability hearing

- 5.1 If we consider that there are grounds for taking formal action over alleged poor performance, you will be required to attend a capability hearing. We will notify you in writing of our concerns over your performance, the reasons for those concerns, and the likely outcome if we decide after the hearing that your performance has been unsatisfactory. We will also include the following where appropriate:
- (a) A summary of relevant information gathered as part of any investigation.
 - (b) A copy of any relevant documents which will be used at the capability hearing.
 - (c) A copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.
- 5.2 We will give you written notice of the date, time and place of the capability hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time to prepare your case based on the information we have given you.

6 Right to be accompanied at hearings

- 6.1 You may bring a companion to any capability hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell the manager conducting the hearing who your chosen companion is, in good time before the hearing.
- 6.2 A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.
- 6.3 If your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days we may require you to choose someone else.
- 6.4 We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) where this will help

overcome a particular difficulty caused by a disability, or where you have difficulty understanding English.

7 Procedure at capability hearings

- 7.1 If you or your companion cannot attend the hearing you should inform us immediately and we will usually arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct. If you fail to attend without good reason, or are persistently unable to do so (for example, for health reasons), we may have to take a decision based on the available evidence including any written representations you have made.
- 7.2 The hearing will normally be held by your line manager and will normally be attended by a member of the Human Resources Department which may be a person from an outsourced Human Resources or legal function as applicable). You may bring a companion with you to the hearing (see paragraph 6). Your companion may make representations, ask questions, and sum up your case, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during the hearing.
- 7.3 You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness. However, you will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, we decide that a fair hearing could not be held otherwise.
- 7.4 The aims of a capability hearing will usually include:
- (a) Setting out the required standards that we believe you may have failed to meet, and going through any relevant evidence that we have gathered.
 - (b) Allowing you to ask questions, present evidence, call witnesses, respond to evidence and make representations.
 - (c) Establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement.
 - (d) Identifying whether there are further measures, such as additional training or supervision, which may improve performance.
 - (e) Where appropriate, discussing targets for improvement and a time-scale for review.
 - (f) If dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment.
- 7.5 A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 7.6 We will inform you in writing of our decision and our reasons for it, usually within one week of the capability hearing. Where possible we will also explain this information to you in person.

8 Stage 1 hearing: improvement note

- 8.1 Following a Stage 1 capability hearing, if we decide that your performance is unsatisfactory, we will give you an improvement note, setting out:
- (a) The areas in which you have not met the required performance standards.
 - (b) Targets for improvement.
 - (c) Any measures, such as additional training or supervision, which will be taken with a view to improving performance.
 - (d) A period for review.
 - (e) The consequences of failing to improve within the review period, or of further unsatisfactory performance.
- 8.2 An improvement note may be authorised by a Director.
- 8.3 The improvement note will normally remain active for six months from the end of the review period. After the active period the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of any future capability proceedings.
- 8.4 Your performance will be monitored during the review period and we will write to inform you of the outcome:
- (a) if your line manager is satisfied with your performance, no further action will be taken;
 - (b) if your line manager is not satisfied, the matter may be progressed to a Stage 2 capability hearing; or
 - (c) if the manager feels that there has been a substantial but insufficient improvement, the review period may be extended.
- 9 **Stage 2 hearing: final written warning**
- 9.1 If your performance does not improve within the review period set out in an improvement note, or if there is further evidence of poor performance while your improvement note is still active, we may decide to hold a Stage 2 capability hearing. We will send you written notification as set out in paragraph 5.
- 9.2 Following a Stage 2 capability hearing, if we decide that your performance is unsatisfactory, we will give you a final written warning, setting out:
- (a) the areas in which you have not met the required performance standards;
 - (b) targets for improvement;
 - (c) any measures, such as additional training or supervision, which will be taken with a view to improving performance;
 - (d) a period for review; and
 - (e) the consequences of failing to improve within the review period, or of further unsatisfactory performance.
- 9.3 A final written warning may be authorised by a Director.
- 9.4 A final written warning will normally remain active for 12 months from the end of the review period. After the active period, the warning will remain permanently on your

personnel file but will be disregarded in deciding the outcome of future capability proceedings.

9.5 Your performance will be monitored during the review period and we will write to inform you of the outcome:

- (a) if your line manager is satisfied with your performance, no further action will be taken;
- (b) if your line manager is not satisfied, the matter may be progressed to a Stage 3 capability hearing; or
- (c) if the manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

10 **Stage 3 hearing: dismissal or redeployment**

10.1 We may decide to hold a Stage 3 capability hearing if we have reason to believe:

- (a) your performance has not improved sufficiently within the review period set out in a final written warning;
- (b) your performance is unsatisfactory while a final written warning is still active; or
- (c) your performance has been grossly negligent such as to warrant dismissal without the need for a final written warning.

We will send you written notification of the hearing as set out in paragraph 5.

10.2 Following the hearing, if we find that your performance is unsatisfactory, we may consider a range of options including:

- (a) Dismissing you.
- (b) Redeploying you into another suitable job at the same or a lower grade.
- (c) Extending an active final written warning and setting a further review period (in exceptional cases where we believe a substantial improvement is likely within the review period).
- (d) Giving a final written warning (where no final written warning is currently active).

10.3 The decision may be authorised by a Director.

10.4 Dismissal will normally be with full notice or payment in lieu of notice, unless your performance has been so negligent as to amount to gross misconduct, in which case we may dismiss you without notice or any pay in lieu.

11 **Appeals against action for poor performance**

11.1 If you feel that a decision about poor performance under this procedure is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to the CEO or a Director who has not been involved in the decision making process within one week of the date on which you were informed in writing of the decision.

11.2 If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful you will be reinstated with no loss of continuity or pay.

- 11.3 If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing.
- 11.4 We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice.
- 11.5 The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.
- 11.6 Where possible, the appeal hearing will be conducted by a more senior manager who has not been previously involved in the case. A member of the Human Resources Department (which may be a person from an outsourced Human Resources or legal function as applicable) may also usually be present. You may bring a companion with you to the appeal hearing (see paragraph 6).
- 11.7 A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 11.8 Following the appeal hearing we may:
- (a) confirm the original decision;
 - (b) revoke the original decision; or
 - (c) substitute a different penalty.
- 11.9 We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.

Schedule 10 Grievance procedure

1 About this procedure

- 1.1 Most grievances can be resolved quickly and informally through discussion with your line manager. We will offer informal mediation as a way to resolve grievances in the first instance. If this does not resolve the problem you should initiate the formal procedure set out below.
- 1.2 This procedure applies to all employees regardless of length of service.
- 1.3 This procedure does not form part of any employee's contract of employment. It may be amended at any time and we may depart from it depending on the circumstances of any case.

2 Step 1: written grievance

- 2.1 You should put your grievance in writing and submit it to your line manager. If your grievance concerns your line manager you may submit it to Human Resources.
- 2.2 The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.

3 Step 2: meeting

- 3.1 We will arrange a grievance meeting, normally within one week of receiving your written grievance. You should make every effort to attend. A member of the Human Resources Department (which may be a person from an outsourced Human Resources or legal function as applicable) may also attend the meeting.
- 3.2 If necessary, we may decide to outsource the investigation and/or decision making process to an external HR or legal officer, to ensure impartiality.
- 3.3 You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.
- 3.4 If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.
- 3.5 We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.
- 3.6 We will write to you, usually within one week of the last grievance meeting, to confirm our decision and notify you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.

4 Step 3: appeals

- 4.1 If the grievance has not been resolved to your satisfaction you may appeal in writing to Human Resources, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 4.2 We will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a more senior manager who has not previously been involved in the case. You will have a right to bring a companion (see

paragraph 3.3). A member of the Human Resources Department (which may be a person from an outsourced Human Resources or legal function as applicable) may also attend the hearing.

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

Schedule 11 Sickness absence policy

1 About this policy

- 1.1 This policy sets out our arrangements for sick pay and for reporting and managing sickness absence.
- 1.2 Abuse of sickness absence, including failing to report absence or falsely claiming sick pay will be treated as misconduct under our Disciplinary Procedure.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 Reporting when you are sick

- 2.1 If you cannot attend work because you are sick or injured you should telephone your manager (or in their absence, the Company Secretary) as early as possible, and by no later than 10am on the day of your absence.
- 2.2 If you are unable to call to inform us of your absence, due to incapacity, someone else must call on your behalf. This should only be in exceptional circumstances. In normal circumstances, you must call to report your absence. Text messages or emails are not acceptable.

3 Evidence of incapacity

- 3.1 You must complete a self-certification form for sickness absence of up to seven calendar days.
- 3.2 For absence of more than a week you must obtain a certificate from your doctor stating that you are not fit for work, giving the reason. You must also complete a self-certification form to cover the first seven days. If absence continues beyond the expiry of a certificate, a further certificate must be provided.
- 3.3 If your doctor provides a certificate stating that you "may be fit for work" you must inform your manager immediately. We will hold a discussion with you about how to facilitate your return to work, taking account of your doctor's advice. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date for review.

4 Statutory sick pay

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

5 Company sick pay

- 5.1 Once you have completed 12 month's continuous service with the Company you will be entitled to receive payment for periods of absence from 01 January to 31 December (the **Sickness Year**) each year from the first day of absence on the following basis:
 - (a) at the sole discretion of the Management Board, your full salary (inclusive of any SSP due) for the first 20 working days (based on a 5-day working week and is pro-rata for those employees working part time) in any Sickness Year; and

- (b) at the sole discretion of the Management Board, half your salary (inclusive of any SSP due) for the next 40 working days (based on a 5-day working week and is pro-rata for those employees working part time) in any Sickness Year.
- 5.2 We reserve the right to withhold payment of Company sick pay if you fail to comply with the provisions of this policy in relation to sickness absence notification.
- 5.3 Any Company sick pay is inclusive of any SSP that may be due for the same period.
- 5.4 If one continuous or related period of sickness absence runs from one Sickness Year to the next, the Employee's company sick pay will not renew until they have been back to work for a reasonable period and provided that no further periods of absence are related, unless there are exceptional circumstances in which the Company may renew the Employee's sick pay entitlement, at their sole discretion.
- 5.5 If a period of sickness absence is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party, in respect of which damages are or may be recoverable, you must immediately notify a Director of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that we may reasonably require. If we require you to do so, you must co-operate in any related legal proceedings and refund to us that part of any damages or compensation you recover that relates to lost earnings for the period of sickness absence as we may reasonably determine, less any costs you incurred in connection with the recovery of such damages or compensation, provided that the amount to be refunded to us shall not exceed the total amount we paid to you in respect of the period of sickness absence.
- 6 Return-to-work interviews**
- 6.1 After a period of sick leave your manager may hold a return-to-work interview with you. The purposes may include:
 - (a) ensuring you are fit for work and agreeing any actions necessary to facilitate your return;
 - (b) confirming you have submitted the necessary certificates;
 - (c) updating you on anything that may have happened during your absence;
 - (d) raising any other concerns regarding your absence record or your return to work.
- 7 Managing long-term or persistent absence**
- 7.1 The following paragraphs set out our procedure for dealing with long-term absence or where your level or frequency of short-term absence has given us cause for concern. The purpose of the procedure is to investigate and discuss the reasons for your absence, whether it is likely to continue or recur, and whether there are any measures that could improve your health and/or attendance. We may decide that medical evidence, or further medical evidence, is required before deciding on a course of action.
- 7.2 We will notify you in writing of the time, date and place of any meeting, and why it is being held. We will usually give you a week's notice of the meeting.

- 7.3 Meetings will be conducted by your line manager and will normally be attended by a member of the Human Resources department.
- 7.4 You may bring a companion to any meeting or appeal meeting under this procedure. Your companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.
- 7.5 If you cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.
- 7.6 If you have a disability, we will consider whether reasonable adjustments may need to be made to the sickness absence meetings procedure, or to your role or working arrangements.

8 Medical examinations

- 8.1 We may ask you to consent to a medical examination by a doctor or occupational health professional or other specialist nominated by us (at our expense).
- 8.2 You will be asked to agree that any medical report produced may be disclosed to us and that we may discuss the contents of the report with the specialist and with our advisers. All medical reports will be kept confidential.

9 Initial sickness absence meeting

- 9.1 The purposes of a sickness absence meeting or meetings will be to discuss the reasons for your absence, how long it is likely to continue, whether it is likely to recur, whether to obtain a medical report, and whether there are any measures that could improve your health and/or attendance.
- 9.2 In cases of long-term absence, we may seek to agree a return-to-work programme, possibly on a phased basis.
- 9.3 In cases of short-term, intermittent absence, we may set a target for improved attendance within a certain timescale.

10 If matters do not improve

If, after a reasonable time, you have not been able to return to work or if your attendance has not improved within the agreed timescale, we will hold a further meeting or meetings. We will seek to establish whether the situation is likely to change, and may consider redeployment opportunities at that stage. If it is considered unlikely that you will return to work or that your attendance will improve within a short time, we may give you a written warning you that you are at risk of dismissal. We may also set a further date for review.

11 Final sickness absence meeting

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

12 Appeals

- 12.1 You may appeal against the outcome of any stage of this procedure. If you wish to appeal you should set out your appeal in writing to the Human Resources

department, stating your grounds of appeal, within one week of the date on which the decision was sent or given to you.

- 12.2 If you are appealing against a decision to dismiss you, we will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially and, where possible, by a more senior manager who has not previously been involved in the case.
- 12.3 We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.
- 12.4 The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

Schedule 12 Holidays policy

1 About this policy

- 1.1 This policy sets out our arrangements for staff wishing to take holidays (also known as annual leave).
- 1.2 This policy covers all employees at all levels and grades, including full-time, part-time, permanent and fixed-term employees, managers, directors, trainees, and homeworkers.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time. We may also vary the policy as appropriate in any case.

2 Your holiday entitlement

- 2.1 The company's holiday year runs from 1 January to 31 December. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis.
- 2.2 Full time employees, who work 5 days each week are entitled to 22 days' paid holiday in each holiday year, or the pro rata equivalent if you work part time. In addition you are entitled to take the 8 usual public holidays in England and Wales or days in lieu where we require staff to work on a public holiday, or the pro rata equivalent if you work part time.
- 2.3 After 5 years' completed service (per the following 1 January) you will be entitled to accrue an additional 1 days holiday for each completed holiday year that you remain employed. You will be entitled to accrue up to a maximum of an additional 3 days, taking your entitlement up to 25 days holiday or the pro rata equivalent if you work part time. This holiday will be added to your holiday entitlement for the next holiday year.
- 2.4 You are only entitled to carry over a maximum of 2 days holiday over to the next holiday year out of your 22 day basic allowance (as set out in paragraph 2.2 above. You are also entitled to carry over any additional day's holiday you accrue as set out in paragraph 2.3 and 2.4 above.
- 2.5 Any holidays you are permitted to carry over, must be used by the end of February in the next holiday year.
- 2.6 Except as set out in paragraph 2.5 above, holiday entitlement must be taken during the holiday year in which it accrues. Any holiday not taken by the end of the holiday year will be lost and you will not receive any payment in lieu.
- 2.7 Unused holiday can only be carried over to another holiday year:
 - (a) in cases involving sickness absence, as set out in paragraph 5;
 - (b) in cases of maternity, paternity, adoption, parental or shared parental leave, as set out in paragraph 6;
 - (c) if otherwise required by law.
- 2.8 The Company may, entirely at its own discretion, allow you to take unpaid holiday. In order to make such a request you should contact their Departmental Head. The Company reserves the right to refuse such a request solely at their discretion, as the taking of such unpaid leave may cause disruption to the running of the business.

3 Taking holiday

- 3.1 All holiday must be approved in advance by your line manager. You should normally give at least six weeks' notice of holiday requests to allow planning of rotas or work schedules where necessary. You must not make travel bookings until approval has been given.
- 3.2 We may require you to take (or not to take) holiday on particular dates, including when the business is closed, particularly busy, or during your notice period.

4 Long-term sickness absence and holiday entitlement

- 4.1 Holiday entitlement continues to accrue during periods of sick leave.
- 4.2 If you are on a period of sick leave which spans two years, or if you return to work after sick leave so close to the end of the holiday year that you cannot reasonably take your remaining holiday, you may carry over unused holiday to the following leave year.
- 4.3 Any holiday that is carried over under this rule but is not taken within 18 months of the end of the holiday year in which it accrued will be lost.
- 4.4 Alternatively you can choose to take your paid holiday during your sick leave, in which case you will be paid at your normal rate.

5 Arrangements on termination

- 5.1 On termination of employment you may be required to use any remaining holiday entitlement during your notice period. Alternatively, you will be paid in lieu of any accrued but untaken holiday entitlement for the current holiday year to date, plus any holiday permitted to be carried over from previous years under this policy or as required by law.
- 5.2 On termination of employment the Company will make a deduction from your final salary should you have taken paid holiday in excess of your holiday entitlement at the date of termination.

Schedule 13 Time off for antenatal appointments policy

1 About this policy

- 1.1 This policy outlines the statutory right to take time off to attend antenatal appointments.
- 1.2 This policy applies to employees and agency workers. It does not apply to self-employed contractors.
- 1.3 If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 Time off if you are pregnant

If you are pregnant you may take reasonable paid time off during working hours for antenatal appointments. If you are pregnant you may take paid time off during working hours for antenatal appointments. You should try to give us as much notice as possible of the appointment. Unless it is your first appointment, we may ask to see a certificate confirming your pregnancy and an appointment card.

3 Time off for accompanying a pregnant woman: eligibility

- 3.1 You may take unpaid time off to accompany a pregnant woman to an antenatal appointment if you have a "qualifying relationship" with the woman or the child. This means that either:
 - (a) you are the baby's father;
 - (b) you are the pregnant woman's spouse, civil partner or cohabiting; or
 - (c) she has undergone assisted conception and at that time you were her wife or civil partner or gave the required legal notices to be treated in law as the second female parent; or
 - (d) you are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

4 Time off for accompanying a pregnant woman: how to book time off

- 4.1 Please give us as much notice of the appointment as possible. You must provide us with a signed statement providing the date and time of the appointment and confirming:
 - (a) that you meet one of the eligibility criteria in **paragraph 3**;
 - (b) that the purpose of the time off is to accompany the pregnant woman to an antenatal appointment; and
 - (c) that the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.

- 5 **Time off for accompanying a pregnant woman: amount of time off**
- 5.1 You may take time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy.
- 5.2 You must not take more than six and a half hours off for each appointment, including travel and waiting time.
- 5.3 Time off to attend these appointments is unpaid.
- 5.4 Further time off for antenatal appointments is in our absolute discretion.

Schedule 14 Time off for adoption appointments policy

1 About this policy

- 1.1 This policy outlines the statutory right to take time off to attend adoption appointments.
- 1.2 This policy applies to employees and agency workers. It does not apply to self-employed contractors.
- 1.3 If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 Time off for an adoption appointment

- 2.1 An adoption appointment is an appointment arranged by an adoption agency (or at the agency's request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption.
- 2.2 You may take time off to attend an adoption appointment once the agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.

3 If you are adopting a child with another person

- 3.1 Where you and your partner are adopting a child, you must decide between you who will be treated as the primary adopter and who will be treated as the secondary adopter for the purposes of time off. You must tell us your decision the first time you request time off for an adoption appointment. This will affect how much time you can take off and whether it is paid.
- 3.2 You would usually choose to be the primary adopter if you intend to take adoption leave when the child is placed with you. You would not be able to take paternity leave if you have elected to be the primary adopter.
- 3.3 You would usually choose to be the secondary adopter if you intend to take paternity leave when the child is placed with you, although you may be able to take adoption leave if your partner is not taking it.

4 If you are adopting a child alone

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

5 If you are adopting more than one child

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

6 Amount of time off

- 6.1 If you are adopting on your own or have elected to be the primary adopter, you may take paid time off to attend an adoption appointment on up to five occasions in relation to any particular adoption.
- 6.2 If you are the secondary adopter, you may take unpaid time off to attend an adoption appointment on up to two occasions only.
- 6.3 You must not take more than six and a half hours off for each appointment, including travel and waiting time.

7 How to book time off

- 7.1 Please give us as much notice of the appointment as possible. You must provide your manager with a signed statement or an email confirming:
 - (c) The date and time of the appointment.
 - (d) That the appointment has been arranged or requested by the adoption agency.
 - (e) Whether you are adopting a child alone or jointly with another person.
 - (f) If you are adopting with another person, whether you are electing to take paid or unpaid time off.
- 7.2 If you are an agency worker you may have to notify your agency as well. You should check with the agency.
- 7.3 We may sometimes ask you to try and rearrange an appointment where it is reasonable to do so. In exceptional circumstances we reserve the right to refuse a request for a particular appointment but we will not do so without good reason.

Schedule 15 Maternity policy

1 About this policy

- 1.1 This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for pregnancy-related sickness, health and safety, and maternity leave.
- 1.2 Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in our Time off for Antenatal Appointments Policy.
- 1.3 In some cases you and your spouse or partner may be eligible to opt into the shared parental leave (**SPL**) scheme which gives you more flexibility to share the leave and pay available in the first year. You will need to give us at least eight weeks' notice to opt into SPL, and you must remain on maternity leave until at least two weeks after birth. For information about SPL, see our Shared Parental Leave (Birth) Policy.
- 1.4 This policy only applies to employees and does not apply to agency workers or self-employed contractors. This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 Entitlement to maternity leave

All employees are entitled to up to 52 weeks' maternity leave, consisting of 26 weeks' ordinary maternity leave (**OML**) and 26 weeks' additional maternity leave (**AML**).

3 Notification

- 3.1 Please inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations
- 3.2 Before the end of the fifteenth week before the week that you expect to give birth (**Qualifying Week**), or as soon as reasonably practical afterwards, you must tell us:
 - (a) the week in which your doctor or midwife expects you to give birth (**Expected Week of Childbirth**); and
 - (b) the date on which you would like to start your maternity leave (**Intended Start Date**).
- 3.3 We will write to you within 28 days to tell you the date we will expect you to return to work if you take your full maternity leave entitlement (**Expected Return Date**).
- 3.4 Once you receive a certificate from a doctor or midwife confirming your Expected Week of Childbirth (MATB1), you must provide us with a copy.

4 Starting maternity leave

- 4.1 The earliest you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).
- 4.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new expected return date.

- 4.3 Your maternity leave should normally start on the Intended Start Date. However, it may start earlier if you give birth before your Intended Start Date, or if you are absent for a pregnancy-related reason in the last four weeks before your Expected Week of Childbirth. In either of those cases, maternity leave will start on the following day.
- 4.4 Shortly before your maternity leave is due to start we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.
- 4.5 The law says that we cannot allow you to work during the two weeks following childbirth.
- 5 Maternity pay**
- 5.1 Statutory maternity pay (**SMP**) is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. The first six weeks SMP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year.
- 6 During maternity leave**
- 6.1 With the exception of terms relating to pay, your terms and conditions of employment remain in force during OML and AML.
- 6.2 Holiday entitlement will continue to accrue during maternity leave. If your maternity leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your maternity leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry-over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.
- 6.3 If you are a member of the pension scheme, we shall make employer pension contributions during OML and any period of paid AML, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any maternity pay you are receiving, unless you inform the Human Resources Department that you wish to make up any shortfall.
- 7 Keeping in touch**
- 7.1 We may make reasonable contact with you from time to time during your maternity leave although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 7.2 You may work (including attending training) on up to ten "keeping-in-touch" days during your maternity leave. This is not compulsory and must be discussed and agreed with your line manager.
- 7.3 You will be paid at your normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any maternity pay entitlement.
- 8 Returning to work**

- 8.1 You must return to work on the Expected Return Date unless you tell us otherwise. If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the Expected Return Date if you request annual leave or parental leave, which will be at our discretion.
- 8.2 You are normally entitled to return to work in the position you held before starting maternity leave, and on the same terms of employment. However, if you have taken AML and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.
- 8.3 If you want to change your hours or other working arrangements on return from maternity leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 8.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

Schedule 16 Adoption policy

1 About this policy

- 1.1 This policy sets out the arrangements for adoption leave and pay for employees who are adopting a child through a UK adoption agency.
- 1.2 Arrangements for time off for adoption appointments are set out in our Time off for Adoption Appointments Policy.
- 1.3 In some cases you and your spouse or partner may be eligible to opt into the shared parental leave (**SPL**) scheme which gives you more flexibility to share the leave and pay available in the first year. You will need to give us at least eight weeks' notice to opt into SPL, and one of you must take at least two weeks' adoption leave. For information about SPL, see our Shared Parental Leave (Adoption) Policy.
- 1.4 This policy only applies to employees and does not apply to agency workers or self-employed contractors. It does not form part of any employee's contract of employment and we may amend it at any time.

2 Entitlement to adoption leave

- 2.1 You are entitled to adoption leave if you meet all the following conditions:
 - (a) You are adopting a child through a UK or overseas adoption agency.
 - (b) The adoption agency has given you written notice that it has matched you with a child for adoption and tells you the date the child is expected to be placed into your care with a view to adoption (**Expected Placement Date**).
 - (c) You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
 - (d) Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).
- 2.2 The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (**OAL**) and 26 weeks' Additional Adoption Leave (**AAL**).

3 Notification requirements

- 3.1 Not more than seven days after the agency notifies you in writing that it has matched you with a child (or where that is not reasonably practicable, as soon as reasonably practicable), you must give us notice in writing of the Expected Placement Date, and your intended start date for adoption leave (**Intended Start Date**).
- 3.2 We will then write to you within 28 days to inform you of your expected return date assuming you take your full entitlement to adoption leave.
- 3.3 Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.

4 Starting adoption leave

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

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

5 **Adoption pay**

- 5.1 Statutory adoption pay (**SAP**) is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment ending with the week in which the agency notifies you in writing of the match (**Qualifying Week**) and your average earnings are not less than the lower earnings limit set by the government each tax year. The first six weeks SAP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year. For further information please speak to your manager.

6 **During adoption leave**

- 6.1 All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay.
- 6.2 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your adoption leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your adoption leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry-over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your manager.
- 6.3 If you are a member of the pension scheme, we shall make employer pension contributions during OAL and any further period of paid adoption leave based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any adoption pay you are receiving, unless you inform Human Resources that you wish to make up any shortfall.

7 **Keeping in touch**

- 7.1 We may make reasonable contact with you from time to time during your adoption leave although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 7.2 You may work (including attending training) on up to ten "keeping-in-touch" days during your adoption leave. This is not compulsory and must be discussed and agreed with your line manager.
- 7.3 You will be paid at your normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any adoption pay entitlement.

8 **Returning to work**

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

- 8.2 You are normally entitled to return to work in the position you held before starting adoption leave, on the same terms of employment. However, if you have taken AAL and it is not reasonably practicable for us to allow you to return to the same position; we may give you another suitable and appropriate job on terms and conditions that are not less favourable.
- 8.3 If you want to change your hours or other working arrangements on return from adoption leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 8.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

Schedule 17 Paternity policy

1 About this policy

- 1.1 This policy outlines when an employee may be entitled to paternity leave and paternity pay, and sets out the arrangements for taking it.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.
- 1.3 In some cases you and your spouse or partner may be eligible to opt into the shared parental leave (**SPL**) scheme which gives you more flexibility to share the leave and pay available in the first year. This applies if your child's Expected Week of Childbirth (the week, beginning on a Sunday, in which your doctor or midwife expects your child to be born) is on or after 5 April 2015, or if the child is placed with you for adoption on or after that date. SPL replaces the right to take additional paternity leave (**APL**) (see **paragraph** Error! Reference source not found., below). This does not affect your right to take two weeks' ordinary paternity leave (**OPL**) around the time of birth or placement. For information about SPL, see our Shared Parental Leave (Birth) and Shared Parental Leave (Adoption) Policies.

2 Entitlement to paternity leave

- 2.1 Paternity leave is available on the birth of a child if you have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth and either:
 - (a) you are the biological father and will have some responsibility for the child's upbringing; or
 - (b) you are the husband, civil partner or cohabiting partner of the biological mother and will have the main responsibility (with the mother) for the child's upbringing.
- 2.2 Paternity leave is available where a child is placed with you for adoption by an adoption agency if you have been continuously employed by us for at least 26 weeks ending with the week in which the agency notifies you that you have been matched with a child. In such cases you may be entitled to take adoption leave instead (see our Adoption Policy). However, adoption leave may only be taken by one adoptive parent. Paternity leave is available to the other adoptive parent (of either sex).

3 Ordinary paternity leave (OPL)

- 3.1 OPL is a period of one or two weeks' consecutive leave taken when a child is born or placed with you for adoption. You can start your leave on the date of birth or placement, or later, provided it is taken within eight weeks (56 days) of the birth or placement. (If the baby is premature the period ends eight weeks after the start of the Expected Week of Childbirth.)
- 3.2 To take OPL you must give us written notice by the end of the 15th week before the Expected Week of Childbirth (or no more than seven days after the adoption agency notified you of being matched with a child), or as soon as you reasonably can, stating:
 - (a) the Expected Week of Childbirth;
 - (b) whether you intend to take one week or two weeks' leave; and

(c) when you would like your leave to start.

- 3.3 You can change the intended start date by giving us 28 days' notice or, if this is not possible, as much notice as you can.

4 Paternity pay

- 4.1 Ordinary statutory paternity pay (**OSPP**) is payable during OPL provided you have at least 26 weeks' continuous employment ending with the Qualifying Week (the 15th week before the Expected Week of Childbirth or the week in which the adoption agency notified you of a match) and your average earnings are not less than the lower earnings limit set by the government each tax year.

- 4.2 Additional statutory paternity pay (**ASPP**) may be payable during APL if you qualified for OSPP and the child's mother or co-adopter has returned to work with at least two weeks of their 39-week maternity allowance, maternity pay or adoption pay period remaining. ASPP is payable to you for the unexpired remainder of that period.

- 4.3 The rate of OSPP and ASPP is set by the government each tax year. For further information please contact Human Resources.

5 During paternity leave

- 5.1 All the terms and conditions of your employment remain in force during OPL and APL, except for the terms relating to pay.

- 5.2 Holiday entitlement will continue to accrue during paternity leave. If your paternity leave will continue into the next holiday year, any holiday entitlement cannot reasonably be taken before starting your paternity leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry-over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting your paternity leave. All holiday dates are subject to approval by your manager.

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

6 Keeping in touch during APL

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

- 6.2 You may work (including attending training) on up to ten "keeping-in-touch" days during your APL. This is not compulsory and must be discussed and agreed with your line manager.

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

7 Returning to work

- 7.1 You must return to work after APL on the expected return date unless you tell us otherwise. If you wish to return to work early, you must give us at least six weeks'

notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the expected return date if you request annual leave or parental leave, which will be at our discretion.

- 7.2 Following either OPL or APL, you are normally entitled to return to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent. However, if you have combined OPL or APL with another type of family-related leave please see the relevant policy as the position may be slightly different.
- 7.3 If you want to change your hours or other working arrangements you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 7.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

Schedule 18 Shared parental leave (birth) policy

1 About this policy

- 1.1 This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If you are adopting a child please see the Shared Parental Leave (Adoption) Policy instead.
- 1.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 Frequently used terms

The definitions in this paragraph apply in this policy.

Expected week of childbirth (EWC): the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

Parent: One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).

Partner: your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

Qualifying Week: the fifteenth week before the EWC.

3 What is shared parental leave?

- 3.1 Shared parental leave (**SPL**) is a form of leave that may be available if your child is expected to be born on or after 5 April 2015.
- 3.2 It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

4 Entitlement to SPL

- 4.1 You are entitled to SPL in relation to the birth of a child if:
 - (a) you are the child's mother, and share the main responsibility for the care of the child with the child's father or with your partner;
 - (b) you are the child's father and share the main responsibility for the care of the child with the child's mother; or
 - (c) you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).
- 4.2 The following conditions must also be fulfilled:

- (a) you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
 - (b) the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
 - (c) you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.
- 4.3 The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).
- 4.4 If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth .
- 4.5 If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

5 **Opting in to shared parental leave and pay**

- 5.1 Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:
- (a) your name and the name of the other parent;
 - (b) if you are the child's mother, the start and end dates of your maternity leave;
 - (c) if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
 - (d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
 - (e) how many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
 - (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
 - (g) how many weeks of available ShPP will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
 - (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see **paragraph 8** and **paragraph 9** for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and

- (i) declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

6 Ending your maternity leave

- 6.1 If you are the child's mother and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.
- 6.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see **paragraph 5**) or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.
- 6.3 The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.
- 6.4 The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:
 - (a) if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
 - (b) if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
 - (c) if the other parent has died.
- 6.5 Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless **paragraph 6.4(b)** applies.

7 Ending your partner's maternity leave or pay

- 7.1 If you are not the mother, but the mother is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:
 - (a) returned to work;
 - (b) given her employer a curtailment notice to end her maternity leave;
 - (c) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
 - (d) given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

8 Booking your SPL dates

- 8.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.
- 8.2 The period of leave notice can either give the dates you want to take leave or, if the child has not been born yet, it can state the number of days after birth that you want the leave to start and end. This may be particularly useful if you intend to take

paternity leave starting on the date of birth and wish to take SPL straight afterwards.

- 8.3 Leave must be taken in blocks of at least one week.
- 8.4 If your period of leave notice gives a single continuous block of SPL you will be entitled to take the leave set out in the notice.
- 8.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in **paragraph 9**, below.
- 8.6 You can give up to three periods of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see **paragraph 10**).

9 Procedure for requesting split periods of SPL

- 9.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.
- 9.2 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:
 - (a) choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
 - (b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case the notice will not be counted and you may submit a new one if you choose).

10 Changing the dates or cancelling your SPL

- 10.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
- 10.2 You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date and the new start date.
- 10.3 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date and the new end date.
- 10.4 You can combine split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date of the first period.
- 10.5 You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between. We will consider any such request as set out in **paragraph 9**.

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

- (a) the variation is a result of your child being born earlier or later than the EWC;
- (b) the variation is at our request; or
- (c) we agree otherwise.

11 **Premature birth**

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

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

12 **Shared parental pay**

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

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

13 **Other terms during shared parental leave**

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

13.2 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry-over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

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

you inform the Human Resources Department that you wish to make up any shortfall.

14 Keeping in touch

- 14.1 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 14.2 You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with your line manager .
- 14.3 You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

15 Returning to work

- 15.1 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If have already given us three period of leave notices you will not be able to end your SPL early without our agreement.
- 15.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of the business.
- 15.3 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:
 - (a) if your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
 - (b) if you took SPL consecutively with more than four weeks of ordinary parental leave.
- 15.4 If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 15.5 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

Schedule 19 Shared parental leave (adoption) policy

1 About this policy

- 1.1 This policy outlines the arrangements for shared parental leave and pay in relation to the adoption of a child. If you or your partner are pregnant or have given birth please see the Shared Parental Leave (Birth) Policy instead.
- 1.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 Frequently used terms

The definitions in this paragraph apply in this policy.

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

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

3 What is shared parental leave?

- 3.1 Shared parental leave (**SPL**) is a form of leave that may be available where a child is placed with you and/or your partner for adoption on or after 5 April 2015.
- 3.2 It gives you and your partner more flexibility in how to share the care of your child in the first year after your child is placed with you than simply taking adoption and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

4 Entitlement

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

- 4.1 The following conditions must be fulfilled:
 - (a) you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
 - (b) your partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and had average weekly earnings of at least £30 during 13 of those weeks; and
 - (c) you and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay (**SAP**).
- 4.2 Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.

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

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

5 **Opting in to shared parental leave and pay**

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

- (a) your name and your partner's name;
- (b) if you are taking adoption leave, your adoption leave start and end dates;
- (c) if you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP;
- (d) the total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner;
- (e) how many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken);
- (g) how many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see **paragraph 8** and **paragraph 9** for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- (i) declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

6 **Ending your adoption leave**

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

6.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see **paragraph 5**) or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

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

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

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

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

7 Ending your partner's adoption leave or pay

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

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

8 Booking your SPL dates

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

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

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

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

8.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in **paragraph 9**, below.

8.6 You can give up to three periods of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see **paragraph 10**).

9 Procedure for requesting split periods of SPL

9.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave

notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

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

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

10 **Changing the dates or cancelling your SPL**

- 10.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
- 10.2 You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date and the new start date.
- 10.3 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date and the new end date.
- 10.4 You can change split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date.
- 10.5 You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between. We will consider any such request as set out in **paragraph 9**.
- 10.6 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
- (a) the variation is a result of the child being placed with you earlier or later than the expected placement date;
 - (b) the variation is at our request; or
- we agree otherwise.

11 **Shared parental pay**

- 11.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SAP claimed by you or your partner) provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.
- 11.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period

of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

12 Other terms during shared parental leave

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

12.2 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry-over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

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

13 Keeping in touch

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

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

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

14 Returning to work

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

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

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

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

Schedule 20 Parental leave policy

1 About this policy

- 1.1 This policy summarises the statutory right of employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 Entitlement to parental leave

- 2.1 To be eligible for parental leave, you must:
 - (a) have at least one year's continuous employment with us;
 - (b) have or expect to have responsibility for a child; and
 - (c) be taking the leave to spend time with or otherwise care for the child.
- 2.2 You have responsibility for a child if you are the biological or adoptive parent or have legal parental responsibility in some other way, for example under a court order.
- 2.3 Eligible employees are entitled to take up to 18 weeks' parental leave in relation to each child.
- 2.4 You must tell us of any parental leave you have taken while working for another employer as this counts towards your 18-week entitlement.

3 Taking parental leave

- 3.1 In most cases, parental leave can only be taken in blocks of a week or a whole number of weeks, and you may not take more than four weeks' parental leave a year in relation to each child. Parental leave can be taken up to the child's 18th birthday.
- 3.2 Special rules apply where your child is disabled, which for these purposes means entitled to a disability living allowance, armed forces independence allowance or personal independence payment. You can take parental leave in respect of that child in blocks of less than one week. However, there is still a limit of 4 weeks a year for each child and 18 weeks in total for each child.

4 Notification requirements

- 4.1 You must notify your line manager of your intention to take parental leave at least 21 days in advance. It would be helpful if you can give this notice in writing. Your notification should include the start and end dates of the requested period of leave.
- 4.2 If you wish to start parental leave immediately on the birth of a child, you must give notice at least 21 days before the expected week of childbirth.
- 4.3 If you wish to start parental leave immediately on having a child placed with you for adoption, you should give notice at least 21 days before the expected week of placement, or if this is not possible, give as much notice as you can.

5 Evidence of entitlement

We may ask to see evidence of:

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

6 Our right to postpone parental leave

- 6.1 Although we will try to accommodate your request for parental leave, we may postpone your requested leave where it would unduly disrupt our business (for example, if it would leave us short-staffed or unable to complete work on time).
- 6.2 We will discuss alternative dates with you, and notify you in writing of the reason for postponement and the new start and end dates, within seven days of receiving your request for parental leave.
- 6.3 We cannot postpone parental leave if you have requested it to start immediately on the birth or adoption of a child.
- 6.4 We cannot postpone parental leave for more than six months, or beyond the child's 18th birthday (if sooner).

7 Terms and conditions during parental leave

- 7.1 Parental leave is unpaid. You will not be entitled to employer pension contributions in respect of the period of leave.
- 7.2 Your employment contract will remain in force, and holiday entitlement will continue to accrue. You will remain bound by your duties of good faith and confidentiality, and any contractual restrictions on accepting gifts and benefits, or working for another business.

Schedule 21 Time off for dependents policy

1 About this policy

- 1.1 The law recognises that there may be occasions when you need to take time off work to deal with unexpected events involving one of your dependants.
- 1.2 This time off for dependants policy gives all employees the right to take a reasonable amount of unpaid time off work to deal with certain situations affecting their dependants.
- 1.3 No-one who takes time off in accordance with this policy will be subjected to any detriment.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 Reasonable unpaid time off

- 2.1 You have a right to take a reasonable amount of unpaid time off work when it is necessary to:
 - (a) provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
 - (b) make longer-term care arrangements for a dependant who is ill or injured;
 - (c) take action required in consequence of the death of a dependant;
 - (d) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill); and/or
 - (e) deal with an unexpected incident involving your child while a school or another educational establishment is responsible for them.
- 2.2 A **dependant** for the purposes of this policy is:
 - (a) an employee's spouse, civil partner, parent or child;
 - (b) a person who lives in the same household as the employee, but who is not their tenant, lodger, boarder or employee; or
 - (c) anyone else who reasonably relies on the employee to provide assistance, make arrangements or take action of the kind referred to in **paragraph 2.1**.
- 2.3 This policy applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where you need to take planned time off or provide longer-term care for a dependant. If this is the case, you should take advice from your line manager.
- 2.4 Whether action is considered necessary will depend on the circumstances, including nature of the problem, the closeness of the relationship between you and the dependant, and whether anyone else is available to assist. Action is unlikely to be considered necessary if you knew of a problem in advance but did not try to make alternative care arrangements.
- 2.5 Reasonable time off in relation to a particular problem will not normally be more than one day. However, we will always consider each set of circumstances on their facts.

3 Exercising the right to time off

- 3.1 You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your line manager:
- (a) the reason for your absence; and
 - (b) how long you expect to be away from work.
- 3.2 If you fail to notify us as set out above, you may be subject to disciplinary proceedings under our Disciplinary Procedure for taking unauthorised time off.
- 3.3 We may in some cases ask you to provide evidence for your reasons for taking the time off, either in advance or on your return to work. Suspected abuse of this policy will be dealt with as a disciplinary issue under our Disciplinary Procedure.

Schedule 22 Health and safety policy

1 About this policy

- 1.1 This policy sets out our arrangements for ensuring we meet our health and safety obligations to staff and anyone visiting our premises or affected by our work.
- 1.2 Technical Director has overall responsibility for health and safety and the operation of this policy.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time. We will continue to review this policy to ensure it is achieving its aims.

2 Your responsibilities

- 2.1 All staff share responsibility for achieving safe working conditions. You must take care of your own health and safety and that of others, observe applicable safety rules and follow instructions for the safe use of equipment.
- 2.2 You should report any health and safety concerns immediately to your line manager or Health & Safety Officer.
- 2.3 You must co-operate with managers on health and safety matters, including the investigation of any incident.
- 2.4 You must notify us if you are suffering from any condition that requires us to review how we manage our Health and Safety in the workplace.
- 2.5 Failure to comply with this policy may be treated as misconduct and dealt with under our Disciplinary Procedure.

3 Information and consultation

We will inform and consult directly with all staff regarding health and safety matters.

4 Training

- 4.1 We will ensure that you are given adequate training and supervision to perform your work competently and safely.
- 4.2 Staff will be given a health and safety induction and provided with appropriate safety training, including manual handling, electrical safety and the use of personal protective equipment (PPE).

5 Equipment

You must use equipment in accordance with any instructions given to you. Any equipment fault or damage must immediately be reported to your line manager. Do not attempt to repair equipment unless trained to do so.

6 Accidents and first aid

- 6.1 Details of first aid facilities and the names of trained first aiders are displayed on the notice boards. If you have a condition which requires the Company to review how it manages its health and safety in the workforce, you are encouraged to share this with us so we can provide a safe working environment. Any such disclosure will be dealt with in the strictest of confidence.

- 6.2 All accidents and injuries at work, however minor, should be reported to Health and Safety Officer and recorded in the Accident Book which is kept in the upstairs kitchen area.

7 Fire safety

- 7.1 All staff should familiarise themselves with the fire safety instructions, which are displayed on notice boards and near fire exits in the workplace.
- 7.2 If you hear a fire alarm, leave the building immediately by the nearest fire exit and go to the fire assembly point shown on the fire safety notices.
- 7.3 Fire drills will be held at least every 12 months and must be taken seriously. We also carry out regular fire risk assessments and regular checks of fire extinguishers, fire alarms, escape routes and emergency lighting.

8 Risk assessments and measures to control risk

We carry out general workplace risk assessments periodically. The purpose is to assess the risks to health and safety of employees, visitors and other third parties as a result of our activities, and to identify any measures that need to be taken to control those risks.

9 Computers and display screen equipment

- 9.1 If you use a computer screen or other display screen equipment (DSE) as a significant part of your work, you are entitled to a workstation assessment and regular eyesight tests by an optician at our expense.
- 9.2 Further information on workstation assessments, eye tests and the use of DSE can be obtained from Health and Safety Officer.

Schedule 23 Lone working policy

1 Introduction

- 1.1 In the event of anyone needing to come into the office to work out of normal working hours they must inform someone of their intended arrival and when they have left the premises.
- 1.2 The person they notify can be either a member of the Company's personnel or a family member/friend (who should be provided with the employee's line manager's contact number in case access is required to the building in the event of an emergency).
- 1.3 It is important that if you are working alone that together we ensure that you are kept healthy and safe.
- 1.4 Employers have legal duties towards lone workers under:
 - (a) The Health and Safety at Work etc Act 1974.
 - (b) The Management of Health and Safety at Work Regulations 1999.

2 Is it legal to work alone and is it safe?

- 2.1 Working alone is not in itself against the law and it will often be safe to do so. However, we need to consider carefully and then deal with any health and safety risks for when employees are working alone.
- 2.2 Employees have responsibilities to take reasonable care of themselves and other people affected by their work activities and to co-operate with their employees in meeting their legal obligations.

3 Who are lone workers and what jobs do they do?

- 3.1 Lone workers are those who work by themselves without close or direct supervision, for example:
 - (a) People working alone for long periods of time e.g. factories, warehouses, leisure centres or fair grounds
 - (b) People working on their own outside their normal working hours e.g. office workers, cleaners, security and maintenance staff.

4 Important security issues

- 4.1 Under no circumstances should you give the key/keys you have been issued with to anyone else. If another member of staff asks to borrow your key or loan your key to access our premises then please advise that this is not possible as it would be a breach of our procedure and they should contact their line manager for authority.
- 4.2 When you have received permission from your line manager to work outside of your normal working hours and/or to work on your own – then your line manager is giving ONLY you permission to work and you must not be accompanied by any other member of staff or any other member of your family or any other individual.

5 How do we control the risks?

- 5.1 We have a duty to assess the risks to lone workers and take steps to avoid or control risks where necessary. This must include:

- (a) Involving you when considering potential risks and measures to control them;
 - (b) Taking steps to ensure risks are removed where possible, or putting in place control measures;
 - (c) Instruction, training and supervision;
- 5.2 Reviewing risk assessments periodically or where there has been a significant change in working practice.
- 5.3 This may include:
- (a) Being aware that some tasks may be too difficult or dangerous to be carried out by an unaccompanied worker;
 - (b) Where a lone worker is working at another employee's work place, informing the other employee of the risks and the required control measures;
 - (c) When a risk assessment shows it is not possible for the work to be conducted safely by a lone worker, addressing that risk by making arrangements to provide help or back up.

6 **Procedures to be followed when working alone**

- 6.1 Ensuring that your line manager has given you authority to be at work outside of your normal working hours and/or to work on your own.
- 6.2 Ensure that you have a 'buddy' who is aware that you are working alone – this can be your Head of Department, a work colleague or family member or friend etc.
- 6.3 You must ensure that you check in with your 'buddy' on a regular basis to confirm that you are safe and well and if they do not hear from you at an arranged time, that they must contact you via your mobile phone or by telephoning your direct dial (if applicable). If they are unable to contact you, then as part of the training/guidance (given prior to you working alone) you have been advised that your buddy must have contact details for your line manager.
- 6.4 You must at all times carry your mobile phone when working alone in our offices for example you may require it to make a call to your 'buddy' or line manager, if you become unwell, if you make yourself a drink, going to the toilet, photocopier or walking up and down the stairs etc.

7 **If you have a medical condition, are you allowed to work alone?**

- 7.1 You must advise your line manager during your training/guidance session if you have a medical condition that could impact you being allowed to work alone.
- 7.2 We will seek medical advice if necessary, so that we can consider both routine work and foreseeable emergencies that may impose additional physical and mental burdens on an individual with a medical condition.

8 **Why is training particularly important for lone workers?**

- 8.1 Training is particularly important where there is limited supervision to control, guide and help in uncertain situations
- 8.2 Training may also be crucial in enabling you to cope in unexpected circumstances.
- 8.3 Lone workers are unable to ask more experienced colleagues for help, so extra training may be appropriate. They need to be sufficiently experienced and fully

understand the risks and precautions involved in their work and the location they should work in.

8.4 We will set the limits to what can and cannot be done whilst working alone.

8.5 You must be competent to deal with requirements of the job and able to recognise when to seek advice from elsewhere.

9 **How will you be supervised?**

9.1 The extent of the supervision required depends on the risks involved and your ability to identify and handle health and safety issues, however, if in doubt or if you have any concerns please discuss with your line manager.

10 **Monitoring**

10.1 Procedures must be put in place to monitor you when you are working alone as effective means of communication is essential. These may include:

- (a) Others periodically visiting and observing you working alone;
- (b) Pre-arranged intervals of regular contact between lone worker and buddy;
- (c) Using phones or email; and
- (d) Ensure that you have returned home safely or have left our offices safely and have secured them appropriately.

Schedule 24 Smoking policy

1 About this policy

- 1.1 We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all workers, service users, customers and visitors from exposure to smoke.
- 1.2 All of our workplaces (including our vehicles) are smoke-free in accordance with the Health Act 2006 and associated regulations. All staff and visitors have the right to a smoke-free environment.
- 1.3 This policy does not form part of any employee's contract of employment and it may be amended at any time.
- 1.4 If you wish to suggest improvements to the policy or experience particular difficulty complying with it you should discuss the situation with your line manager or the Health & Safety Officer.

2 Where is smoking banned?

- 2.1 Smoking is not permitted in our workplace or the external doorways of our workplace. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.
- 2.2 No-smoking signs are displayed at the entrances to enclosed or substantially enclosed premises at our workplace.
- 2.3 Anyone using our vehicles, whether as a driver or passenger, must ensure the vehicles remain smoke-free. Any of our vehicles that are used primarily for private purposes are excluded from the smoking ban.

3 Where is smoking permitted?

You may only smoke outside in designated areas during breaks. When smoking outside, you must dispose of cigarette butts and other litter appropriately in the receptacles provided.

4 Breaches of the policy

- 4.1 Breaches of this policy by any employee will be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 4.2 Smoking in smoke-free premises or vehicles is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

Schedule 25 Data protection policy

Please refer to our separate policy on data protection, which includes a Privacy Standard which is compliant with GDPR.

Schedule 26 IT and communications systems policy

1 About this policy

- 1.1 Our IT and communications systems are intended to promote effective communication and working practices. This policy outlines the standards you must observe when using these systems, when we will monitor their use, and the action we will take if you breach these standards.
- 1.2 The Technical Director has overall responsibility for this policy, including keeping it under review.
- 1.3 Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 Equipment security and passwords

- 2.1 You are responsible for the security of the equipment allocated to or used by you, and you must not allow it to be used by anyone other than in accordance with this policy. You should use passwords on all IT equipment, particularly items that you take out of the office. You should keep your passwords confidential and change them regularly.
- 2.2 You must only log on to our systems using your own username and password. You must not use another person's username and password or allow anyone else to log on using your username and password.
- 2.3 If you are away from your desk you should log out or lock your computer. You must log out and shut down your computer at the end of each working day.
- 2.4 Laptops left in the office overnight should be locked away in order to ensure compliance with our insurance policies in place.
- 2.5 No work materials or goods, including laptops should be left in any vehicle overnight (including locked in the boot of a vehicle) as this would invalidate our insurance cover.

3 Systems and data security

- 3.1 You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).
- 3.2 You must not download or install software from external sources without authorisation from the Technical Director. Downloading unauthorised software may interfere with our systems and may introduce viruses or other malware.
- 3.3 You must not attach any device or equipment including mobile phones, tablet computers or USB storage devices to our systems without authorisation from your Departmental Head.
- 3.4 We monitor all e-mails passing through our system for viruses. You should exercise particular caution when opening unsolicited e-mails from unknown sources. If an e-mail looks suspicious do not reply to it, open any attachments or click any links in it.
- 3.5 Inform the Technical Director/Support Services immediately if you suspect your computer may have a virus.

4 **E-mail**

- 4.1 Adopt a professional tone and observe appropriate etiquette when communicating with third parties by e-mail. You should also include our standard e-mail signature and disclaimer.
- 4.2 Remember that e-mails can be used in legal proceedings and that even deleted e-mails may remain on the system and be capable of being retrieved.
- 4.3 You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate e-mails.
- 4.4 You should not:
 - (a) send or forward private e-mails at work which you would not want a third party to read;
 - (b) send or forward chain mail, junk mail, cartoons, jokes or gossip;
 - (c) contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to others who do not have a real need to receive them; or
 - (d) send messages from another person's e-mail address (unless authorised) or under an assumed name.
- 4.5 Do not use your own personal e-mail account to send or receive e-mail for the purposes of our business. Only use the e-mail account we have provided for you.
- 4.6 We do not permit access to web-based personal e-mail such as Gmail or Hotmail, Twitter, Facebook or any other social media website on our computer systems at any time due to additional security risks.

5 **Using the internet**

- 5.1 Internet access is provided solely for business purposes. Occasional personal use may be permitted as set out in **paragraph 6**.
- 5.2 You should not access any web page or download any image or other file from the internet which could be regarded as illegal, offensive, in bad taste or immoral. Even web content that is legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.
- 5.3 We may block or restrict access to some websites at our discretion.

6 **Personal use of our systems**

- 6.1 We permit the incidental use of our systems to send personal e-mail, browse the internet and make personal telephone calls subject to certain conditions and reasonable usage. Personal use is a privilege and not a right and you should if at all possible use your own mobile phone to make personal calls rather than the Company's landline. It must not be overused or abused. We may withdraw permission for it at any time or restrict access at our discretion.
- 6.2 You must not use Company mobile phones abroad for non-business purposes. If you do so, the Company reserves the right to deduct the cost of the call(s) from your wages.

- 6.3 Personal use must meet the following conditions:
- (a) it must be minimal and take place exclusively outside of normal working hours (that is, during your lunch break, and before or after work);
 - (b) it must not affect your work or interfere with the business;
 - (c) it must not commit us to any marginal costs; and
 - (d) it must comply with our policies including the Equal Opportunities Policy, Anti-harassment and Bullying Policy, Data Protection Policy and Disciplinary Procedure.
- 7 **Monitoring**
- 7.1 Our systems enable us to monitor telephone, e-mail, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, your use of our systems including the telephone and computer systems (including any personal use) may be continually monitored by automated software or otherwise.
- 7.2 We reserve the right to retrieve the contents of e-mail messages or check internet usage (including pages visited and searches made) as reasonably necessary in the interests of the business, including for the following purposes (this list is not exhaustive):
- (a) to monitor whether the use of the e-mail system or the internet is legitimate and in accordance with this policy;
 - (b) to find lost messages or to retrieve messages lost due to computer failure;
 - (c) to assist in the investigation of alleged wrongdoing; or
 - (d) to comply with any legal obligation.
- 8 **Prohibited use of our systems**
- 8.1 Misuse or excessive personal use of our telephone, e-mail system, Company mobile phone, Company laptops or tablets (or any other device provided to you by the Company) or inappropriate internet use will be dealt with under our Disciplinary Procedure. Misuse of the internet can in some cases be a criminal offence.
- 8.2 Creating, viewing, accessing, transmitting or downloading any of the following material will usually amount to gross misconduct (this list is not exhaustive):
- (a) pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
 - (b) offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
 - (c) a false and defamatory statement about any person or organisation;
 - (d) material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Equal Opportunities Policy or our Anti-harassment and Bullying Policy);
 - (e) confidential information about us or any of our staff or clients (except as authorised in the proper performance of your duties);

- (f) unauthorised software;
- (g) any other statement which is likely to create any criminal or civil liability (for you or us); or
- (h) music or video files or other material in breach of copyright.

Schedule 27 Homeworking Policy

1 Homeworking policy

- 1.1 Homeworking is not a viable option in all of the roles with us. Some roles require you to be in the office at all times during your working hours, some require a lot of interaction with others, and some require you to be on a customer's site. As such, homeworking is not a possibility in these roles.
- 1.2 However, we support homeworking in appropriate circumstances occasionally (to respond to specific circumstances or to complete particular tasks, occasional homeworking can, in certain circumstances, be a means of accommodating a disability, or assisting recovery from illness or injury, and can be requested as a means of flexible working).
- 1.3 However, when considering homeworking the needs of our business will always take priority and those who are allowed to work from home must comply with this policy.

2 Homeworking arrangements

- 2.1 There are a number of circumstances in which the ability to work from home on an occasional or temporary basis may assist an employee:
 - (a) when a dependant becomes unwell or arrangements for their care break down at short notice. However, it is not appropriate to combine home-based working with dependent care and therefore should not be considered an alternative to obtaining dependent care other than in emergencies;
 - (b) when, despite being fit to work, travelling to the office is difficult (for example, due to recovery from an injury such as a broken leg). However, the Company may provide transport to and from work to accommodate someone that is unable to drive attending the office;
 - (c) when public transport has been disrupted, for example by the weather or by a strike, and affects their travel arrangements; or
- 2.2 In these circumstances working at home can be authorised by your line manager where, in their opinion:
 - (a) you have work that can be undertaken at home; and
 - (b) working at home is cost-effective and any increase in work that may be passed to your colleagues as a result is kept to a minimum.

3 Applying for homeworking

- 3.1 After successful completion of their probationary period, any employee can make an application for homeworking which will be considered on its merits. However, not all employees and not all jobs are suitable for homeworking, and therefore the practicalities and the needs of the business will be taken into account.
- 3.2 A request for homeworking is unlikely to be approved, on either an occasional or permanent basis if:
 - (a) you need to be present in the office to perform your job (for example, because it involves a high degree of personal interaction with colleagues or third parties or involves equipment that is only available in the office);

- (b) your line manager has advised you that your current standard of work or work production is unsatisfactory;
 - (c) you have an unexpired warning, whether relating to conduct or performance; or
 - (d) you need supervision to deliver an acceptable quality and/or quantity of work.
- 3.3 If you wish to apply to work from home you will need to be able to show that you can:
 - (a) work independently, motivate yourself and use your own initiative;
 - (b) manage your workload effectively and complete work to set deadlines;
 - (c) identify and resolve any new pressures created by working at home; and
 - (d) adapt to new working practices including maintaining contact with your line manager and colleagues at work.
- 3.4 To be considered for homeworking you must submit a written application to your line manager/Technical Director. Your application must state:
 - (a) why you consider your job to be suitable for homeworking and how you meet the criteria for homeworking set out in **paragraph 3.3**.
 - (b) how you would organise your work from home including how you would ensure the security of documents and information, where appropriate;
 - (c) the extent to which you could be available to come to work on days you are proposing to work from home if needed, for example to cover if colleagues are off sick, to cope with high or unexpected levels of work or to attend meetings or training days;
 - (d) how you envisage maintaining contact with your line manager, how your work will be set and progress monitored.
- 3.5 In considering your application your line manager may invite you to a meeting to discuss your proposals.
- 3.6 We will try to respond to your request within 6 weeks of your request.
- 3.7 If your request is refused we will give you written reasons for the refusal. If you are not happy with the decision you may appeal to the CEO or by using our Grievance Procedure.
- 3.8 If your application is accepted the agreed arrangements will be recorded in writing which will be used to assess whether your homeworking arrangements will work as anticipated.
- 3.9 Any terms on which it is agreed that you may work from home will include the following:
 - (e) We reserve the right to terminate the homeworking arrangements, subject to reasonable notice.
 - (f) You will be subject to the same performance measures, processes and objectives that would apply if you worked at our premises.

- (g) Your line manager will remain responsible for supervising you, will regularly review your homeworking arrangements and take steps to address any perceived problems. They will also inform you of meetings or training sessions that you must be able to attend at our premises and ensure that you are kept up to date with circulars and information relevant to your work.
- (h) Working at or from home may affect your home and contents insurance policy. You must make any necessary arrangements with your insurers before commencing homeworking.

4 Working at home: equipment

- 4.1 It is your responsibility to ensure that you have sufficient and appropriate equipment for working from home. We are not responsible for the provision, maintenance, replacement, or repair in the event of loss or damage to any personal equipment used by you when working for us.
- 4.2 We are not responsible for associated costs of you working from home including the costs of heating, lighting, electricity or telephone calls.
- 4.3 All equipment and information must be kept securely. In particular, private and confidential material must be kept secure at all times. Your line manager must be satisfied that all reasonable precautions are being taken to maintain confidentiality of material in accordance with our requirements.

5 Working at home: health and safety

- 5.1 Staff working at home on a regular basis have the same health and safety duties as other staff. They must take reasonable care of their own health and safety and that of anyone else who might be affected by their actions and omissions.
- 5.2 We retain the right to check home working areas for health and safety purposes. The need for such inspections will depend on whether work is undertaken at or from home and the nature of the work undertaken.
- 5.3 Staff working at home must not have meetings in their home with customers and must not give customers their home address or telephone number.
- 5.4 Staff must ensure that their working patterns and levels of work both over time and during shorter periods are not detrimental to their health and wellbeing.
- 5.5 Staff must use their knowledge, experience and any training to identify and report any health and safety concerns to their line manager.

Schedule 28 Social media policy

1 About this policy

- 1.1 This policy is in place to minimise the risks to our business through use of social media.
- 1.2 This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Google+, Wikipedia and all other (current and future) social networking sites, internet postings and blogs. It applies to use of social media for business purposes as well as personal use that may affect our business in any way.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

2 Personal use of social media

Occasional personal use of social media outside of working hours (i.e. during your lunch break and before and after work) is permitted so long as it does not involve unprofessional or inappropriate content, does not interfere with your employment responsibilities or productivity and complies with this policy.

3 Prohibited use

- 3.1 You must avoid making any social media communications that could damage our business interests or reputation, even indirectly.
- 3.2 You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.
- 3.3 You must not express opinions on our behalf via social media, unless expressly authorised to do so by your manager. You may be required to undergo training in order to obtain such authorisation.
- 3.4 You must not post comments about sensitive business-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.

The contact details of business contacts made during the course of your employment are our confidential information. On termination of employment you must provide us with a copy of all such information, delete all such information from your personal social networking accounts and destroy any further copies of such information that you may have.

- 3.5 Any misuse of social media should be reported to the Technical Director.

4 Guidelines for responsible use of social media

- 4.1 You should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal e-mail address.
- 4.2 Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

- 4.3 If you disclose your affiliation with us on your profile or in any social media postings, you must state that your views do not represent those of your employer (unless you have been authorised to speak on our behalf as set out in **paragraph 3.3**). You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.
- 4.4 If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your manager.
- 4.5 If you see social media content that disparages or reflects poorly on us, you should contact your manager.
- 5 **Breach of this policy**
- 5.1 Breach of this policy may result in disciplinary action up to and including dismissal.
- 5.2 You may be required to remove any social media content that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

Schedule 29 Bring your own device to work policy

1 About this policy

- 1.1 No one is required to use their personal mobile device for business purposes. It is a matter entirely for each person's discretion.
- 1.2 This policy covers all employees, officers, consultants, and contractors.

2 Personnel responsible for this policy

- 2.1 The Directors have overall responsibility for the effective operation of this policy.
- 2.2 All staff are responsible for the success of this policy. Any misuse (or suspected misuse) of a device or breach of this policy should be reported to the Head of the IT Department.

3 Scope and purpose of the policy

- 3.1 This policy applies to all devices used to access our IT resources and communications systems (collectively referred to as **systems** in this policy), which may include (but are not limited to) smartphones, mobile or cellular phones, PDAs, tablets, and laptop or notebook computers.
- 3.2 Breach of this policy may lead to us revoking your access to our systems, whether through a device or otherwise. It may also result in disciplinary action up to and including dismissal.

4 Connecting devices to our systems

- 4.1 Connectivity of all devices is centrally managed by the IT Department, who must approve a device before it can be connected to our systems. Devices must comply with our IT Security Policy.
- 4.2 We reserve the right to refuse or remove permission for your device to connect with our systems and all types of data storage devices must be scanned for viruses.
- 4.3 No member of staff is permitted to give a visitor the Company's WIFI password. Visitors must only connect to our "Guest" network. Employees are only permitted to connect their personal laptops, iPads and tablets to the "Guest" network.
- 4.4 Employees may only connect their personal mobiles to the Company WIFI network where it has been approved in writing by the Technical Director in advance, due to a legitimate business need.
- 4.5 Any breach of this clause may result in disciplinary action, including dismissal in serious cases.

5 Monitoring

- 5.1 The contents of our systems and company data (including software programs and coding) are our property. All materials, data, communications and information, including but not limited to e-mail (both outgoing and incoming), telephone conversations and voicemail recordings, instant messages and internet and social media postings and activities, created on, transmitted to, received or printed from, or stored or recorded on a device (collectively referred to as **content** in this policy) during the course of business or on our behalf is our property, regardless of who owns the device.

5.2 We reserve the right to monitor, intercept, review and erase, without further notice, all content on the device that has been created for us or on our behalf. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, log-ins, recordings and other uses of the device, whether or not the device is in your possession.

5.3 Upon termination of your employment by either you or us, any Company data on a personal device (including passwords) must be irretrievably deleted from the device on or before the date of termination.

6 **Security requirements**

6.1 In addition, and to the extent our IT Communications Systems Policy does not address the issues below, you must:

(a) at all times, use your best efforts to physically secure the device against loss, theft or use by persons who we have not authorised to use the device. You must secure the device whether or not it is in use and whether or not it is being carried by you. This includes, but is not limited to, passwords, encryption, and physical control of the device;

6.2 We reserve the right, without further notice or permission, to inspect your device and access data and applications on it, and remotely review, copy, disclose, wipe or otherwise use some or all of the company data on it for legitimate business purposes, which include (without limitation) enabling us to:

(a) inspect the device for use of unauthorised applications or software;

(b) inspect any company data stored on the device or on backup or cloud-based storage applications and prevent misuse of the device and protect company data;

(c) investigate or resolve any security incident or unauthorised use of our systems;

(d) conduct any relevant compliance obligations (including in relation to concerns regarding confidentiality, data protection or privacy); and

(e) ensure compliance with our rules, standards of conduct and policies in force from time to time (including this policy).

6.3 You must co-operate with us to enable such inspection, access and review, including providing any passwords or pin numbers necessary to access the device or relevant applications. A failure to co-operate with us in this way may result in disciplinary action being taken, up to and including dismissal. This *paragraph 6.3* of the policy is contractual.

6.4 If we discover or reasonably suspect that there has been a breach of this policy, including any of the security requirements listed above, we shall immediately remove access to our systems and, where appropriate, remove any company data from the device. Although we do not intend to wipe other data that is personal in nature (such as photographs or personal files or e-mails), it may not be possible to distinguish all such information from company data in all circumstances. You should therefore regularly backup any personal data contained on the device.

7 **Lost or stolen devices and unauthorised access**

In the event of a lost or stolen device, or where a staff member believes that a device may have been accessed by an unauthorised person or otherwise compromised, the staff member must report the incident to the IT Department immediately.

8 Procedure on termination of employment

On your last day of work, or your last day before commencing a period of garden leave, all company data (including work e-mails), and any software applications provided by us for business purposes, will be removed from the device, using software applied by the IT Department. If this cannot be achieved remotely, the device must be submitted to the IT Department for wiping and software removal. You must provide all necessary co-operation and assistance to the IT Department in relation to this process.

9 Technical support

We do not provide technical support for devices. If you use a device for business purposes you are responsible for any repairs, maintenance or replacement costs and services.

Schedule 30 Adverse weather and travel disruption policy

- 1 This policy applies where it becomes impossible or dangerous for employees to travel in to work because of:
 - (a) extreme adverse weather such as heavy snow;
 - (b) industrial action affecting transport networks; or
 - (c) major incidents affecting travel or public safety.
- 2 On these occasions we recognise that a flexible approach to working arrangements may be necessary to accommodate the difficulties employees face and to protect health and safety, while still keeping the business running as effectively as possible.
- 3 **Travelling to work**
 - 3.1 You should make a genuine effort to report for work at your normal time. This may include leaving extra time for the journey and/or taking an alternative route. Travel on foot or by bicycle should be considered where appropriate and safe.
 - 3.2 If you are unable to attend work on time or at all, you should telephone your line manager/Company Secretary before your normal start time on each affected day.
 - 3.3 If you are unable to attend work, you should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police, transport providers or the internet. If conditions improve sufficiently, you should report this to your line manager/ Company Secretary and attend work unless told otherwise.
 - 3.4 If you do not make reasonable efforts to attend work or fail to contact your line manager/ Company Secretary without good reason, you may be subject to disciplinary proceedings for misconduct. We will consider all the circumstances including the distance you have to travel, local conditions in your area, the status of roads and/or public transport, and the efforts made by other employees in similar circumstances.
- 4 **Alternative working arrangements**
 - 4.1 You may be required to work from home (if your role permits this) or from an alternative place of work, if available. Your line manager/ Company Secretary will advise you of any such requirement. You will receive your normal pay in these circumstances.
- 5 **Absence and pay**
 - 5.1 If you are absent from work due to extreme weather or other disruptions to travel, you are not generally entitled to be paid for the time lost.
 - 5.2 Absence can be treated in a variety of ways. You should discuss your preference with your line manager, who retains overall discretion in the matter. A number of options are set out below:
 - (a) Treating the absence as annual leave provided sufficient annual leave entitlement remains.
 - (b) Treating the absence as time off in lieu.
 - (c) Making up the lost hours within a reasonable time.

Schedule 31 Stress policy

- 1 We are committed to protecting your health, safety and well-being and that of all those who work for us. We will endeavour to maintain a working environment in which everyone treats one another with dignity and respect and is able to co-operate with and trust their colleagues.
- 2 We recognise that, whatever its source, stress is a health and safety issue in the workplace. We acknowledge the importance of a supportive environment and working culture and of identifying and reducing workplace stressors.
- 3 We are committed to a programme of action to make this policy effective and to bring it to everyone's attention. However, this policy can only be effective if everyone co-operates to achieve its aims.
- 4 **Personnel responsible for implementation of the policy**
- 4.1 All members of staff are responsible for the success of this policy and must ensure that they:
 - (a) Familiarise themselves with the policy and act in accordance with its aims and objectives.
 - (b) Plan and organise their work to meet personal and organisational objectives.
 - (c) Speak to their manager if they experience or are aware of a situation that may lead to a stress problem.
 - (d) Co-operate with support, advice and guidance they may be offered by their line manager.
- 5 **Resolving cases of stress at work**
- 5.1 If you believe you are suffering from stress you should discuss this with your manager or supervisor in the first instance. If you feel unable to do so you should contact the Human Resources Team.
- 5.2 Once an issue affecting your health comes to the attention of your manager, steps will be taken to address that issue. Those steps may include any of the following:
 - (a) A workload review, reallocation of work, monitoring of future workload or possible redeployment. Our Capability Procedure may be applied.
 - (b) Where appropriate, investigation under our Disciplinary and/or Grievance Procedures.
 - (c) Referral for a medical report to be provided by the GP (and any medical specialist) treating the member of staff concerned.
 - (d) If you are on sickness absence, discussion of an appropriate return to work programme. Our Sickness Absence Policy may be applied.
- 6 **Confidentiality**
- 6.1 Confidentiality is an important part of this policy. Every member of staff is responsible for observing the high level of confidentiality that is required, whether they are suffering from stress, supporting a colleague who is suffering from stress or because they are otherwise involved in the operation of a policy or procedure dealing with stress.

- 6.2 Breach of confidentiality may give rise to disciplinary action.
- 6.3 However, there are occasions when matters reported by a member of staff suffering from stress may have to be put to third parties. For example, where duties need to be reallocated within a team or where, as the result of reported bullying or misconduct, a disciplinary investigation and/or proceedings take place. If this is the case, matters will be discussed with the member of staff concerned before any action is taken.
- 7 Protection for those reporting stress or assisting with an investigation**
- 7.1 Staff who report that they are suffering from stress, who support a colleague in making such a report or who participate in any investigation connected with this policy in good faith will be protected from any form of intimidation or victimisation.
- 7.2 Any member of staff who considers that they have been subjected to any such intimidation or victimisation should seek support from their line manager. They may alternatively or additionally raise a complaint in accordance with our Grievance Procedure.
- 7.3 Any member of staff who is, after investigation, found to have acted in bad faith or to have provided false information will be subject to action under our Disciplinary Procedure.

Schedule 32 Substance misuse policy

1 About this policy

- 1.1 We are committed to providing a safe, healthy and productive working environment for all our staff, customers and visitors. This includes ensuring that all staff are fit to carry out their jobs safely and effectively in a working environment which is free from alcohol and drug misuse.
- 1.2 All staff are expected to arrive at work fit to carry out their jobs and to be able to perform their duties safely without any limitations due to the use or after effects of alcohol or drugs (whether prescribed, over the counter or illegal).
- 1.3 Misuse of alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making and increased health and safety risks, not only for the individual but also for others. Irresponsible behaviour or the commission of offences resulting from the misuse of alcohol or drugs may damage our reputation and, as a result, our business.

2 Scope and purpose of the policy

- 2.1 This policy is principally intended to deal with alcohol and drug problems which, in the context of this policy are any drinking or taking of drugs, whether intermittent or continual, which interferes with work performance in relation to attendance, efficiency, productivity or safety.
- 2.2 This policy is not intended to apply to "one-off" incidents or offences caused by alcohol or drug misuse at or outside work where there is no evidence of an ongoing problem, which may damage our reputation, and which are likely to be dealt with under our disciplinary policy.

3 Personnel responsible for implementation of the policy

- 3.1 Managers have an important role to play in identifying problems at work that are being caused or contributed to by alcohol or drug misuse.
 - (a) Where a manager considers that a deterioration in work performance and/or changes in patterns of behaviour may be due to alcohol or drug misuse they should seek advice and assistance from the CEO.
 - (b) When a member of staff arrives at work and a manager reasonably believes that they are under the influence of alcohol or drugs, they shall immediately contact the CEO in order that an investigation can be undertaken.
- 3.2 If you notice a change in a colleague's pattern of behaviour you should encourage them to seek assistance through their manager. If they will not seek help themselves you should draw the matter to the attention of your manager. You should not attempt to cover up for a colleague whose work or behaviour is suffering as a result of an alcohol or drug-related problem.
- 3.3 If you believe that you have an alcohol or drug-related problem you should seek specialist advice and support as soon as possible.

4 Alcohol and drugs at work

- 4.1 You should not drink alcohol during the normal working day, at lunchtime, at other official breaks. Drinking alcohol while at work without authorisation or working under the influence of alcohol (including being over the drink-drive limit) may be considered serious misconduct. We expect you to demonstrate responsible

behaviour at work, work-related functions and work-related social events and to act in a way that will not have a detrimental effect on our reputation. If you entertain clients or represent us at external events where alcohol is served, we will expect you to remain professional at all times.

- 4.2 We expect all our staff to comply with the drink-driving legislation at all times. Our reputation will be damaged if you are convicted of a drink-driving offence and, if your job requires you to drive and you lose your licence, you may be unable to continue to do your job. Committing a drink-driving offence outside or during working hours or while working for us may lead to disciplinary action and could result in dismissal in accordance with our Disciplinary Procedure.

- 4.3 If you are prescribed medication you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified or you should be temporarily reassigned to a different role. If so you must tell your line manager without delay.

5 Searches

- 5.1 We reserve the right to conduct searches for alcohol or drugs, including, but not limited to, searches of lockers, filing cabinets and desks.

- 5.2 Any alcohol or drugs found as a result of a search will be confiscated and disciplinary action may result.

6 Management of suspected substance misuse

- 6.1 If your manager has reason to believe that you are suffering the effects of alcohol or drugs misuse, for example, due to a deterioration in your work or behaviour, they will invite you to an investigatory interview. The purpose of the interview is to:

- (a) discuss the reason for the investigation and seek your views on, for example, the deterioration of your work performance and/or behaviour; and
- (b) where appropriate, to offer to refer you for medical and/or specialist advice.

- 6.2 If, as the result of the interview, your manager continues to believe that you are suffering the effects of alcohol or drugs misuse and you refuse an offer of referral for medical and/or specialist advice the matter may be dealt with under our Disciplinary Procedure.

- 6.3 If you agree to be referred for medical and/or specialist advice your manager will request an urgent appointment and prepare a letter of referral, a copy of which will be provided to you.

- 6.4 Your manager may ask for your consent to approach your GP for advice. A report will be sent to your manager who will then reassess the reasons for their investigatory meeting with you and decide on the way forward.

7 Providing support

- 7.1 Alcohol and drug related problems may develop for a variety of reasons and over a considerable period of time. We are committed, in so far as possible, to treating these problems in a similar way to other health issues. Support will be provided where possible with a view to supporting a full recovery, allowing a return to work and the full range of your duties. This may include:

- (a) referral to appropriate treatment providers, where necessary in conjunction with your GP.

- (b) time off work to attend treatment as recommended by your GP or specialist.
 - (c) adjusting your duties or other support as recommended by your GP or specialist during treatment and for an agreed period thereafter, subject to operational requirements and feasibility.
- 7.2 If you do not finish a programme of treatment (either because the treatment provider ceases to support you or because you stop attending) or your recovery and return to work does not happen as anticipated at the outset of a course of treatment, your manager will meet with you to decide what further action should be taken.

8 Confidentiality

- 8.1 We aim to ensure that the confidentiality of any member of staff experiencing alcohol or drug-related problems is maintained appropriately by managers, supervisors and, where it is necessary to inform them, colleagues. However, it needs to be recognised that, in supporting staff, some degree of information sharing is likely to be necessary.
- 8.2 If you seek help with an alcohol or drug-related problem without the knowledge of your manager the matter will be treated confidentially unless, maintaining confidentiality could put you, your colleagues or anyone else at risk. In those circumstances we will encourage you to inform your manager and give you sufficient time to do so before sending them a written report advising of any potential risks. You will be given a copy of this report when it is sent to your manager.

9 Performance and disciplinary issues

- 9.1 If, having acknowledged an alcohol or drug related problem, you undertake treatment and/or rehabilitation, any related performance or disciplinary action may be suspended pending the outcome of the treatment.
- 9.2 Our intention is to support all staff with alcohol or drug related problems to regain good health. Depending on the progress made on the course of treatment, any disciplinary action may be suspended for a specified period, discontinued or continued.