



Company & Employee Handbook

Last updated: January 2025



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DECLARATION OF INTENT

POLICIES & PROCEDURES

The policies and procedures contained within this handbook are provided to aid the management in handling any human resource and personnel issues. Additionally, they are made generally available to all employees who are required to make themselves fully conversant with them, especially as the contents form an integral

part of the contract of employment. However, in adopting these policies, it is noted that the contents are not necessarily considered to be legally binding and may be superseded by updates in employment legislation which shall be communicated to employees as required. Please note, however, that the responsibility for implementation ultimately lies with the managers of the company.

The Company hereby declares its intention to abide and administer its policies and procedures within current legislation and will apply best endeavours to ensure the handbook is maintained, reviewed, amended, and updated periodically and as appropriate in the constantly changing business and legal environment.

HEALTH & SAFETY

It is the Company's objective that employees and others be protected, so far as is reasonably practicable, from risks to health and safety arising from work activities and shall ensure any relevant policies are reviewed and revised as appropriate, to take account of changes in circumstances or in legal requirements. Note, however, that in doing so the responsibility for achieving and adhering to acceptable safety standards rests not only with the employer but also with employees, sub-contractors, and suppliers of materials to be used at work. It is the duty of all employees to read any company health & safety policies and to also take an active interest in achieving safety at work.

The successful implementation of effective health & safety in the workplace is dependent upon the wholehearted co-operation of all levels of employees and management. Wilful breaches of any policy will be dealt with through the disciplinary procedure.

COMPANY IT

It is this Company's policy to respect all computer software copyrights and adhere to the Terms and Conditions of any licence to which the company is a party. Consequently, the Company will not condone the use of any software that does not have a licence, and any employee found to be using, or in possession of, unlicensed software will be subject to disciplinary procedures. It is the responsibility of all employees to read, fully understand, and sign agreement to the company's IT policies.

Name:

Position in Company:

Date:

General & Personnel

COMPANY RULES

You are required to observe and abide by the “Company Rules” which are listed below. Breaches of these will be investigated and dealt with under the company disciplinary procedure, as and when the circumstances require. This handbook may include more detailed policies in respect of some or all of the rules stated below.

TIME KEEPING & ABSENCE FROM WORK

- Be punctual and correctly prepared for work; observe any stated lunch or tea breaks.
- Any absence, late arrival or early departure from work must be documented and authorised; otherwise it will be regarded as unauthorised absence and may be construed as a breach of contract resulting in deduction of monies for non-attendance and/or managed under the company's disciplinary procedure.

CONDUCT

- Do not intimidate, harass, threaten or coerce fellow employees.
- Do not carry out any activity on the Internet or social media which could bring the company into disrepute, is inappropriate, unlawful, breaches company confidentiality and/or could be construed as defamatory, harassing or of a bullying nature to others.
- Do not smoke in non-designated areas.
- Unless specifically authorised to do so (i.e. at organised occasions) gambling and the consumption/being under the influence of alcohol during company time is not allowed.
- You must not be under the influence of drugs during work time.
- You must follow all reasonable instructions of supervisors or managers.
- You are required to act in the best interests of the company and follow all company policies and procedures.

COMPANY PROPERTY

- Do not abuse, misuse, deface or wilfully damage company property.
- Do not interfere with anything provided in the interests of health, safety or welfare.

ADMINISTRATIVE PROCEDURES

- You must follow any written company procedures, which may be varied from time to time.
- You are required to be truthful at all times.

HEALTH AND SAFETY

- You must observe the company Health & Safety Policies and guidance as specified under the Health & Safety at Work Act 1974.
- You are required to follow safe, normal work procedures and use only the equipment which you are authorised to use.
- In the event of fire or other alarms follow any instructions and the orders given.
- You must wear any issued Personal Protective Equipment (PPE) or other clothing in order to comply with any Health & Safety policies.

CONFIDENTIALITY

- Do not convey, discuss or disclose to any person not in the company's employment any document or information relating to the business of the company except those published for distribution to the general public.

USE OF PHONES

- Unless otherwise specifically authorised, company landline or mobile phones are to be used for company business only.
- Where personal devices are permitted to connect to the Company's IT infrastructure, or to receive, transfer or store any Company data such as emails, contacts or documentation, they will be required to be surrendered for data cleansing upon exit from the company and in the event they are lost or stolen the Company must be notified within 24 hours. You are responsible for notifying your mobile carrier immediately upon loss of a device and must ensure the mobile is password protected.

DRESS CODE

- You are required to dress appropriately to your role within the company and/or for your working environment. Details of what is and is not appropriate attire should be sought from your immediate Line Manager, for example customer-facing roles may require the wearing of appropriate attire in order to ensure you portray the correct image for the company. If you are in any doubt, you should seek clarification.
- It is often easier when trying to determine suitable workwear to consider what is not appropriate. This will be dependent upon the internal culture and expectations of the company and therefore you should seek clarification from your Line Manager. Some examples that may not be appropriate are listed below (this is not an exhaustive list):
 - Sport-related attire, including t-shirts, tops or ties with slogans or club crests on them;
 - Any clothing that could be construed as being offensive or inflammatory;
 - T-shirts, tops or ties displaying nudity, foul language or sexually offensive images;
 - Revealing attire i.e. shorts/cut-off jeans/sports shorts (however tailored shorts to the knee would be deemed acceptable), crop tops, clothes made of see through materials, and clothes that expose areas of the body usually covered in the workplace;
 - An observable lack of underwear, or inappropriate displays of underwear;
 - Any articles of clothing or jewellery which may present a Health and Safety hazard in relation to the type of work you carry out.
- You should maintain an appropriate level of personal cleanliness.

EQUAL OPPORTUNITIES

The Equality Act 2010 covers the same groups that were protected by existing equality legislation – age, disability, race, sex, gender reassignment, religion or belief, sexual orientation, marriage and civil partnership and pregnancy and maternity. In addition, those who are classed as gender fluid, gender neutral or non-binary, have also been adopted. These are called and referred to as ‘protected characteristics’. Additionally, the company shall not discriminate against an employee or worker based on “associative” links for example, where the employee or worker has a child who is disabled, or where they are the authorised carer for such individual.

If you feel that you have been treated inequitably you must initially raise the complaint through the company grievance procedure. The company shall then fully investigate any such complaint.

All employees are required to apply this policy and deliberate breaches of the above legislation, will not be tolerated. Such instances will be investigated and dealt with under the company disciplinary procedure.

Employee Welfare

EMPLOYEE WELFARE

The company takes its responsibility towards employee welfare seriously it shall endeavour to ensure employees can work safely and are treated well with regard to their general health and wellbeing.

HEALTH AND SAFETY

Specifically, the company will take all reasonably practicable steps to ensure your health & safety whilst at work. However, you are reminded that you have a statutory duty to observe all health and safety rules, and you should at all times take reasonable care to promote the health and safety at work of yourself and your fellow employees. Wilful breaches of the health and safety policy will be dealt with through the company disciplinary procedure.

All employees are required to carry out their activities in compliance with the company's Health and Safety Policy, precautions described in risk assessments & COSHH assessments, and their responsibilities as detailed in the section concerning responsibilities of staff.

LONE WORKING

Lone working is defined as a single staff member working alone or working alone in the presence of a person or persons who may present a risk.

An employee who regards themselves as a 'Lone Worker' should carry out an assessment (risk assessment) of the location where they are to carry out the work. If, when at the location where the lone working is being carried out, there is any cause for concern, the employee should ring back to the main office to advise they are "on site" and ask for them to call back within a specified time if a completion call has not been made.

Where the company employs more than 5 persons, and some or all of those staff are likely to be regarded as lone workers, it is required by law to implement a lone working procedure.

MEDICAL

If you become ill or injured and require time off from work to recover, you should follow the self-certificated sickness reporting procedure outlined elsewhere in the company manual. If you are suffering from, or during the course of your employment develop, a medical condition or ailment, regardless of its nature, you must notify the company immediately or at the earliest opportunity.

The company shall endeavour to create a positive working environment that minimises stress related causes. If you feel you are suffering from stress due to your work pressures, you are required to contact your Line Manager who will treat the matter with empathy and in the strictest confidence.

The company reserves the right prior to employment or at any time during employment to request that you undergo a medical examination or attendance to an Occupational Health Practitioner (OHP), to ensure that you are or continue to be fit to carry out your duties. In such instances, the company shall seek your consent under the 'Access to Medical records Act 1988' to obtain a report in order to assess if there are any adjustments or additional support that needs to be made or provided.

If you are determined to be a night-worker, then you are entitled to a free non-compulsory 'health assessment' before commencing night-work, and at regular intervals thereafter, and in the first instance you should request such an assessment with your Line Manager. Please note: The purpose of the assessment is only to determine whether you are fit to undertake the night-work in question or not.

MEDICAL REPORTS

Under the 'Access to Medical Reports Act 1988', you have the following rights relating to the provision of a medical report about you where such a report has been requested by the company:

1. You have the right to withhold your consent. If you choose to do this the company will be unable to obtain a report. You have the right to have access to the report before it is supplied to us.
2. If you have had access to a report and you choose to do so, you have the right to prevent its submission to us. The report will subsequently only be supplied to the company after you have given additional written consent to the doctor. You have the right to request the medical practitioner to amend any part of the report which you consider to be incorrect or misleading. You may also attach to the report a statement of your views on any part of the report which the doctor declines to amend.

MENTAL WELLBEING

The company has legal obligations under health and safety legislation to manage risks to the health and safety of employees. In addition to reducing safety risks, this means operating the business in a way that minimises harm to employees' mental health; for example, by ensuring that the demands of jobs are not unacceptable and having policies and procedures in place to support individuals experiencing mental ill health at work.

The company must ensure that they take steps to reduce the risks to employee health and wellbeing by:

- ensuring that the right people are recruited into the right jobs and that a good match is obtained between individuals recruited and job descriptions/specifications;
- keeping employees in the team up to date with developments at work and how these might affect their job and workload;
- ensuring that employees know who to approach with problems concerning their role and how to pursue issues with senior management;
- making sure jobs are designed fairly and that work is allocated appropriately between teams; and
- ensuring that workstations are regularly assessed to ensure that they are appropriate and fit for purpose.

Employees must take responsibility for managing their own health and wellbeing, by adopting good health behaviours (for example, in relation to diet, alcohol consumption and smoking) and informing the organisation if they believe work or the work environment poses a risk to their health.

If employees believe that their work, or some aspect of it, is putting their wellbeing at risk they should, in the first instance, speak to their Line Manager or the HR department. The discussion should cover workload and other aspects of job demands and raise issues such as identified training needs.

A referral to the occupational health team will be made if this is considered appropriate after an employee's initial discussion with their manager or the HR department. Discussions between employees and the occupational health professionals are confidential, although the occupational health team is likely to provide a report on the employee's fitness to work, and any recommended adaptations to the working environment, to the HR department.

Terms & Conditions

BEGINNING EMPLOYMENT

APPOINTMENTS

The Contract of Employment is entered into only when you accept the company's offer of work **AND** such offer has been lawfully made to you in writing. Managers conducting interviews are only authorised to offer provisional employment and should make it clear to you at interview that written confirmation is required prior to any appointment.

Receiving details of your terms and conditions of employment either in an 'Offer Letter', a 'Statement to Comply with the Employment Rights Act 1996' or a traditional 'Contract of Employment' should occur when you start with this company. This document will form an integral and substantial part of your overall contract of employment and will be appropriate to your role within the company. You are required to sign and return any documents requested of you in respect of this as soon as reasonably practicable. This document not only details your pay, holidays, sick pay, start date, hours of work, notice period and job title, but is also to protect you and the company within your employment.

If you disagree with any of the terms then you should raise this with the company at the earliest opportunity, but please be aware that the job you are offered, is offered under those terms. Your non-acceptance of these may mean that the offer of employment is withdrawn.

PROBATION

You will normally be required to undergo a probationary period, the length of which will be notified upon engagement. Your performance may be reviewed during this period and will be reviewed just prior to the end of your probation. The outcome of this review may result in confirmation of your employment, an extension of the probationary period or termination of employment due to you having failed to reach the required standard.

For the avoidance of doubt, your probationary period will not be completed, and your employment confirmed until such time as this has been put in writing to you. This means that your probation may continue beyond the original date set until you receive written confirmation. You should seek a review of your probation at regular intervals.

HOURS OF WORK

The normal hours of work may vary dependent upon the job for which you have been employed and may include split shifts, weekend or overnight work and may include working more than 5 days per week. However, the company will comply with all aspects of the 'Working Time Regulations' in respect of the maximum hours worked in any one week. The details of your normal working hours will be outlined within the terms and conditions of your employment.

CONFIDENTIALITY

Once you have accepted employment, you are bound and governed by the company's confidentiality rules as well as any policy in respect of Data Protection, Telecommunications and I.T.

What is and is not confidential information should be regarded within the normal meaning of those words, however, the company shall normally clarify any specifics with you.

EMPLOYING STUDENTS

Where the company employs students, it shall fully comply with any current legislation.

FOREIGN WORKERS

The company shall not employ workers illegally and shall comply with the provisions of the Asylum & Immigration Act 1996, the Immigration, Asylum and Nationality Act 2006 and the Immigration (Restrictions on Employment) Order 2007. <https://www.gov.uk/view-right-to-work>

DOCUMENTATION

All prospective employees are required to provide original documentation proving their eligibility to work in the UK and where qualifications and/or references are required as confirmation of suitability for the job role, then proof of these shall also be conditional for employment.

CONTRACT OF EMPLOYMENT

All employees are entitled to receive a Contract of Employment (or written statement of terms and conditions) which details their work with the company. This is a **day one** right and if the company has not provided one, this must be requested as soon as possible. The details contained therein will ensure clarity for both parties and offer protection against poor employment practices.

LEAVING THE COMPANY

If you leave the company, for whatever reason, it is the company's intention to treat you fairly and to ensure your departure complies with all aspects of current employment law.

DISCIPLINE

You are employed right up to the date of termination of your employment and remain covered by all aspects of the terms and conditions of your Contract of Employment during this time. This may, in certain circumstances, still result in action being taken under the company disciplinary procedure during any notice period.

PROCEDURE

Where resignation is received, this must be in writing to your line manager. You should provide a resignation letter within adequate time to allow you to work your notice period prior to your requested last date of employment. Note, your resignation must be accepted by the employer.

EMPLOYER OBLIGATIONS

As soon as practicable, you will receive a letter outlining the terms of your leaving, and details of any monies outstanding or owed to you. Your holiday entitlement will be calculated for the amount accrued against that taken and the difference will be added or deducted from your final salary payment. It is the company's intention to furnish you with your final salary, pay-slip and P45 as soon as practicable following your last day of work. The company reserves the right to refuse to give a reference to an ex-employee.

EMPLOYEE OBLIGATIONS

You are required to provide details of the address to which you require your P45 and final payslip to be sent. You are required to settle all outstanding accounts, loans and/or expenses on, or before, your last date of employment. The company reserves the right as per your contract of employment to make deductions from your final salary in respect of monies owed.

UPON LEAVING

The company may provide references to your next employer if requested to do so by them in writing; but is not obligated to do so.

PENSION

In accordance with current legislation regarding pensions auto-enrolment, where required to do so, the company shall make available a pension scheme to the Employee provided all the necessary criteria are fulfilled. Under current regulations the Employee also has the right to opt-out of any scheme provided by the company. Further details are available from your line manager.

Where you choose to opt out of auto-enrolment, the company shall consider on a case-by-case basis whether or not to pay contributions into your own personal pension or another company pension scheme; but is not obligated to do so. Please discuss such matters in the first instance with your Line Manager.

Please note, however, that in respect of pensions, you will not be provided with any specific financial advice and are urged to seek the advice of an Independent Financial Advisor. Any information that may be provided to you shall be general in nature and without any financial liability on behalf of the company or its representatives.

REDUNDANCY

The company will take all reasonable steps to provide stability of employment for its employees, however, major changes in competitive conditions, markets, organisational requirements, technological developments, and worldwide pandemics may affect requirements for employment.

The company shall endeavour to give as much warning as possible to any affected employees by placing them “at risk” of redundancy. Placing an employee “at risk”, does not necessarily mean the employee will be terminated on grounds of redundancy.

CONSULTATION

The company will comply with all aspects of current legislation in respect of its requirement to consult with its employees during any potential redundancy period.

REDUCING REDUNDANCIES

The company will wherever possible give due consideration to legislative advice when doing so. Such considerations may include, but is not an obligatory or exhaustive list:

- natural wastage
- restrictions on recruitment
- retraining and redeployment to other parts of the company
- reduction or elimination of overtime
- seeking applicants for early retirement
- seeking of employees for voluntary redundancy
- termination of the employment of any temporary or contract staff
- restructure of workforce

SEVERANCE TERMS

The company shall ensure that any affected employee shall receive no less than any statutory entitlements in respect of:

- statutory redundancy pay;
- statutory or contractual notice period, whichever is the greater, or pay in lieu of notice; • payment for any holidays accrued and not taken within the appropriate holiday year; and
- any other contractual payments owed.

All payments shall be calculated according to current legislation. The company shall make every effort to avoid redundancies but shall also retain the right to exercise its discretion to pay additional monies over and above

those required by statute. Such payments may include an ex-gratia payment in recognition of exceptional service to the company. For clarity, there is no right to additional payments unless these are specifically detailed in the Contract of Employment.

TIME OFF TO LOOK FOR A NEW JOB

The company shall allow any employee under threat of redundancy paid time off to look for another job, attend an interview, and/or to attend or arrange training, as per current legislative guidance.

ALTERNATIVE EMPLOYMENT WITH THE COMPANY

In every redundancy situation the company will consider whether there is alternative work within the company and offer this to any employees under threat of redundancy. This is especially relevant to any employee “at risk” who is on their maternity leave. Such alternative roles may include a change in job role, reduction in pay and/or relocation to another office. If such work is available, sufficient details shall be sent to any relevant employee to enable them to decide whether to accept or not.

An employee who is under notice of redundancy and is offered alternative employment with the company has a statutory right to a trial period of four weeks. This is to enable both the company and employee to trial the role to determine if the new role is suitable for them. The four-week trial period can be extended by mutual agreement. Any employee exercising this right shall not lose the right to redundancy if, after the four weeks (or longer if by mutual consent), the company and/or employee decide the position is unsuitable.

ADDITIONAL ASSISTANCE

The company shall give any reasonable additional assistance to an employee who is “at risk”. Such assistance may include help in preparing and updating CV’s; help with completing application forms; guidance; and/or preparation for job interviews.

REFERENCES

REFERENCES UPON JOINING

The company reserves the right to seek references from both previous employers and from personal referees when offering employment to an individual. Employment with the company is subject to satisfactory references when these are sought.

OTHER REFERENCES

The company reserves the right not to provide a reference on behalf of an employee or former employee. The company will not provide ‘verbal references’ and will not in any circumstances create ‘open’ or generic references, i.e. those that commence with the terms; “...to whom it may concern:” and therefore the name and address of the person to whom the reference is to be addressed must be provided. Each instance will be considered on a case-by-case basis and all requests for references must be in writing.

REMUNERATION

PAYMENT OF WAGES/SALARY

Details of how your salary or wages are to be paid will be outlined within your Contract of Employment. Any changes to this procedure will be advised, under separate notice, as and when they occur.

NOTIFICATION OF DETAILS

It is your responsibility to notify the company as soon as practicable of any change in your bank account details. Any delays in the payment of salary or wages due to you as a result of you failing to notify the company of such changes may be unavoidable and the company accepts no liability for this in such circumstances.

CHANGE IN SALARY

Any decisions made regarding salaries or rates of pay, must be properly authorised. If your line manager has indicated a change to your pay and/or conditions without approval, you should seek an explanation as to the reasons why.

Any changes to your salary or rate of pay will be advised individually in writing to you, as and when they occur. No changes will be effective unless properly authorised and advised to you in writing. Pay shall be reviewed on a regular basis but for the avoidance of doubt, any such review shall not guarantee and increase in wages/salary.

NATIONAL MINIMUM WAGE/NATIONAL LIVING WAGE

The company shall adhere to paying at least the National Minimum Wage (NMW) or National Living Wage (NLW) at the levels defined in legislation. The rates for Apprentices may be less than NMW/NLW.

These rates increase on an annual basis and where they do so, employees who are being paid the NMW/NLW shall automatically receive the appropriate increase but may not be informed of this at the time. Where employees are paid in excess of NMW/NLW as appropriate for their age, they may not necessarily be entitled to a subsequent increase in wages/salary.

RETIREMENT

RETIREMENT AGE

Within current age legislation there is no default retirement age and therefore the company shall not discriminate against you in respect of your age. This means that you may continue to work if you wish to do so, provided the company has not established a company retirement age and can objectively justify grounds for doing so. If the company has not established a company retirement age and still wishes to retire you, then it must objectively justify this action.

Therefore, you may continue working in your present role unless:

- You choose to retire, and if this is the case you will be required to do so in writing giving the required notice to the company in the normal way.
- You are dismissed through misconduct under the normal disciplinary procedures.
- You leave the company under the capability procedure due to illnesses, injury or incapability to continue working in your role.
- You are dismissed under performance grounds.

PENSION ARRANGEMENTS

If you have exercised your right to participate in the company pension scheme, you should contact the Managing Director prior to the date of your retirement. The company shall, where possible, assist you in contacting an Independent Financial Advisor to guide you in the organising, transfer or realisation of your scheme.

TERMINATION

GROUND

Your employment may be terminated for the following reasons:

- by giving your resignation in writing and it being accepted by the company.
- by giving notice of your intention to retire.
- through the due process of a formal disciplinary and/or incapability hearing.
- through the escalation of a process governing poor performance.
- through redundancy.
- by mutual agreement.

NOTICE

You are required to give notice in writing as per the terms of your Contract of Employment and the acceptance of this will be for the company to decide. You will normally be required to work the full term of your notice period. This is to allow adequate time to recruit and train your replacement, although in certain circumstances, the company may vary the length of notice it requires you to work or allow you to leave without working any notice period at all.

Please note your failure to provide the required notice shall be regarded as a breach of contract for which the company may consider taking legal action.

HOLIDAYS DURING NOTICE

Holiday will normally be refused to you if you are 'working' your notice period. However, exceptions to this may be considered on a case-by-case basis and the company reserves the right to require you to take unused holiday during your notice period.

SICK LEAVE

If you are working your notice period and require a period of sick leave, you will only be entitled to Statutory Sick Pay.

Working Hours & Time Off

The company will comply with all current statutory obligations in respect of family friendly policies

ADOPTION & SURROGACY LEAVE

FROM WITHIN THE UNITED KINGDOM

If you adopt a child from within the UK, or you are a member of a couple that adopts jointly, then you will be entitled to **39 weeks** of paid ordinary Adoption Leave; and following this, you will also be entitled to a **further 13 weeks** of unpaid Additional Adoption Leave. The other partner of a couple may also be entitled to Paternity Leave.

FROM OUTSIDE THE UNITED KINGDOM

If you adopt a child from a country other than the UK, or you are a member of a couple that adopts jointly; then you will be entitled to **39 weeks** of paid ordinary Adoption Leave and following this; you will also be entitled to a **further 13 weeks** of unpaid Additional Adoption Leave. The other partner of a couple may also be entitled to Paternity Leave.

Note that if you wish to adopt a relative from abroad, you may still qualify for SAP if you have been assessed and approved as a suitable adoptive parent.

FLEXIBLE WORKING

The company is committed to creating a positive working environment for its employees, within the constraints of operational procedures and demands. In this respect, the company shall abide by the provisions of the Employment Rights Act 1996, the Employment Act 2002, Flexible Working Regulations 2014 and the provisions of the Works and Families Act 2006, and shall seriously and carefully consider any requests from eligible employees in respect of flexible working. Any requests shall be considered independently from any other rights the employee may have under the Equality Act 2010.

Consideration shall be given to allowing eligible employees to request a change in the hours they work, the times they work, or to work from home. Making a request does not guarantee agreement as the company retains its right to consider the circumstances and ability to accommodate such requests. The objective, however, is to create opportunity for discussion as to whether a change to the working pattern of parents can be mutually achieved.

The employee must satisfy the statutory eligibility criteria relevant at the time in order to be eligible to submit a request for flexible working. Following submission of the request, the company will review whether they can accommodate such a request and discuss this with the employee.

APPEAL PROCEDURE

Where the request has been refused, this will normally be the end of the matter and a further application cannot be made by the same employee for a further 12 months. However, in order to encourage the reaching of a mutually acceptable outcome, the employee retains the right to appeal against the decision.

HOLIDAY

The purpose of holiday time off is to ensure employees take sufficient time away from the workplace to gain adequate rest and relaxation, and you are entitled to be paid for this time off. Holiday therefore cannot be exchanged for payment in lieu, except when an employee leaves the company and has accrued but untaken leave left over.

The holiday year, your annual holiday entitlement, and any compulsory holidays will be contained within your written Contract of Employment. If you do not have this, you will be entitled to Statutory Holidays amounting to 28 days per annum including Bank and other Proclaimed Holidays per annum (pro rata).

ENTITLEMENT

Your annual holiday entitlement is calculated on a pro-rata basis, depending upon the quantity of hours you work each week and are based on the number of hours detailed in your Contract of Employment. Where you work on a part-time basis, you are entitled to holiday calculated as though you were working in a full-time role, just reduced proportionally.

However, where you work on flexible or irregular hours basis, the average weekly hours will be used to calculate your holiday entitlement at the time you request your holiday. Such calculation shall be carried out using the average hours you have worked over the previous 52 weeks. A working week shall be regarded as one where you have carried out any paid work or where you have been on paid holiday. A non-working week, for the purpose of calculation of your average hours, would include where you have not worked at all during that week, or have not worked and been on sickness or maternity leave (whether paid or otherwise).

Where you have insufficient employment where you have carried out any work (regardless of how small an amount), then the calculation may be taken over the period up to a maximum of 104 weeks. If you have less employee service time than this, then the period of employment should be used where you have carried out work.

Please also note: when calculating entitlement to Bank and other Proclaimed Holidays, you shall be entitled to a pro-rated amount of these also in any holiday year.

It is important that you understand that you are not entitled to any holiday until you have accrued it. Despite this, the company wishes to be flexible and may, subject to operational requirements and on a case-by-case basis, allow you to take holiday that you have not yet accrued. However, if you leave the company for whatever reason and have over-taken your entitlement, then any holidays owed will be deducted from your final salary payment or owed to the company if there is insufficient funds to do so.

NOTIFICATION OF HOLIDAYS

The timing and duration of all holidays must be agreed in advance with your employer, and you should aim to give the company as much notice as possible to avoid duplicate requests from your work colleagues.

REQUESTING HOLIDAYS

The details of the requirement for notice to request holiday entitlement may be provided in your Contract of Employment, and where this has been specified this shall apply over any statutory obligation.

Where this has not been specified, statutory requirement will be the preferred option. This being:

- At least twice as long as the amount of leave a worker wants to take, plus 1 day; for example, a worker would give 3 days' notice for 1 day's leave.
- However, the company may allow shorter notice and still grant holiday or may require a long period of notice which would be stated in the Contract of Employment.

REFUSAL OF HOLIDAYS

The company has the right to refuse to grant a holiday request if it is deemed detrimental to the company's operations, but this will not be unreasonably applied. Holidays must also be taken within the holiday year period in which they are due, provided the company has not unreasonably refused to allow you holiday; as holiday not taken will be forfeited.

The notice required from the company to the employee to cancel pre-booked holiday is:

- As much notice as the amount of leave requested, plus 1 day. For example, an employer would give 11 days' notice if the worker asked for 10 days' leave.

COMPULSORY HOLIDAYS

The company has the right for operational reasons to determine certain periods as compulsory holidays. These may include (but not exclusively so) planned shut-downs for maintenance; or particularly quiet or seasonal periods such as Christmas.

Additionally, the company reserves the right where there is a downturn in work to consider the requirement for employees to take compulsory holiday. Where compulsory holidays are determined by the company, these shall not be unreasonably applied, and reasonable notice of such compulsory holidays shall be given.

LEAVING THE COMPANY

Holiday will normally be refused to you if you are 'working' your notice period, and payments in lieu of holiday not taken will only be made when you leave the company. However, the company reserves the right to require you to take unused holiday during your notice period, without providing notice of this requirement upon receipt of resignation.

Please note that the employee shall not be entitled to both notice pay and holiday where the above occurs. You should speak to the employer to discuss holiday during notice.

No payment in lieu of holiday will be made if you leave without the required notice. If holiday already taken at the date of leaving exceeds your entitlement, then a deduction of the relevant number of days' pay will be made from your final salary payment, or will be repayable by you upon leaving. If holiday already taken at the date you leave the company is less than your entitlement, then a payment in lieu of the relevant number of days' pay will be made with your final salary payment.

HOLIDAY ENTITLEMENT DURING OTHER TIME OFF

In accordance with the Working Time Regulations, holiday entitlement will continue to accrue during Statutory Maternity Leave, Paternity Leave and other Parental Leave as well as periods of sickness absence and suspension. There is, however, no accrual of holiday entitlement during Additional Maternity Leave. If your main employment is not with this company, then you must notify your employer of any payments that you receive from your main employment in respect of Statutory Maternity Leave, Paternity Leave and other Parental Leave in order that the calculations for any payments due can be accurately made.

UNPAID HOLIDAY

There are a number of circumstances where you may be able to take "unpaid" holiday:

- you may qualify for "Parental Leave" following the birth of a child and further information can be found in the appropriate section in this manual. Any additional leave granted under your paternity rights that are not paid for under the regulations must be taken as unpaid holiday.
- consideration may be given by the company to allow you to take "unpaid" leave, provided it is not detrimental to the operational needs of the company. In order for unpaid holiday to be considered you

must notify your line manager in writing clearly stating the reason you wish to take the time off as unpaid, at least one month prior to the date of the requested unpaid holiday.

Please note: in accordance with the Working Time Regulations; holiday entitlement will continue to accrue during unpaid leave. You are also reminded that the company has the right to refuse to grant any holiday request if it is deemed detrimental to the company's operations.

MATERNITY

In respect of all aspects of Maternity Leave, the company will comply with the provisions of the Employment Rights Act 1996, Employment Relations Act 1999, Employment Act 2002, Maternity and Parental Leave Regulations 1999; as amended 2001 and 2002; and any amendments to these acts which become law through the implementation of the Works and Families Act 2006.

STATUTORY MATERNITY RIGHTS

Statutory maternity rights fall into four main categories:

- Time off for antenatal care.
- Protection against unfair dismissal on maternity-related grounds.
- Maternity leave and maternity absence.
- Maternity benefit.

Please note: Childbirth means the live birth of your child, or a stillbirth after your pregnancy provided it lasts at least twenty-four weeks.

You have the right not to be unreasonably refused time off to keep appointments that you have made on the advice of a registered medical practitioner, registered midwife or registered health visitor, provided these are for antenatal care. You may be required to evidence your appointment.

Please note: You will be paid your normal rate of pay for time off for antenatal care.

RIGHT NOT TO BE UNFAIRLY DISMISSED

The company will not dismiss you, or select you for redundancy in preference to other comparable employees, solely or mainly because you are pregnant or have given birth; or for any other reason connected with your pregnancy or childbirth.

RIGHT TO MATERNITY LEAVE

If you are pregnant, you are entitled to at least **twenty-six weeks** Statutory Ordinary Maternity Leave [OML] and **twenty-six weeks** Additional Maternity Leave [AML] regardless of your length of service. This means that you have the right to take up to **one full year** off work. Please note that your OML can start on any day of the week in order to align your Maternity Pay with your leave period.

During your ordinary maternity leave you have a statutory right to continue to benefit from the terms and conditions of your employment as though you were still at work and not on maternity leave; except in respect of the terms providing for your wages or salary.

As you remain employed throughout the term of your maternity leave, your continuous period of employment continues without break accruing such benefits as annual leave entitlement under the Working Time Regulations, any pension rights and other personal length-of-service payments; such as pay increments that would normally be awarded as though you were still at work. If a redundancy situation arises at any time during your maternity leave; the company will ensure you are offered a suitable alternative vacancy if one is available.

LOSS OF MATERNITY RIGHTS

If you resign or you are dismissed before the date you are required to notify the company, then you will lose your right to maternity leave and the associated benefits.

RISK ASSESSMENTS

A risk assessment of the workplace will be carried out as required under the Health & Safety at Work Act 1974. The company will take all reasonably practicable preventative steps to remove or control any hazards. If a hazard remains that poses a substantial risk and cannot be reduced or removed, the company will seek to offer you suitable alternative work if it is available; under no less favourable terms and conditions. If no such work is available, the company will suspend you with pay for as long as necessary to protect your health or safety. This suspension will continue until the hazard is removed or you commence your SML, when you will no longer be in the workplace or at risk.

STATUTORY MATERNITY PAY

If you are pregnant **AND** qualify within the terms of the current regulations, you are entitled to receive up to **thirty-nine weeks** SMP. In order to take advantage of the right to this, you must give the company proper notification of your intentions. Please note that you may continue working right up until the date your baby is born and still retain your full thirty-nine-week entitlement to SMP which will be paid whether or not you intend to return to work.

Qualification for SMP

In order to qualify for SMP, you must have been employed by the company for a continuous period of at least twenty-six weeks up to and including the qualifying week.

- Qualifying Week: **15th week** before the Expected Week of Childbirth for SMP.
- Earnings: Average earnings must be above the Lower Earnings Limit for NIC liability.
- National Insurance: If you are married and paying reduced rate National Insurance contributions you may be entitled to SMP if you satisfy the qualifying conditions.
- Notification: The rules are as for maternity leave.

SMP is payable up to a maximum of thirty-nine weeks, which is known as the Maternity Pay Period (MPP). Your MPP will not start **prior to the 11th week** before the Expected Week of Childbirth (EWC) and no later than the

date of childbirth. SMP can start on any day of the week and SMP will be payable on a daily basis. If you are absent with a pregnancy-related illness at any time **from the 4th week prior** to the EWC, your MPP will automatically commence on the first day of absence following the beginning of the fourth week before the EWC.

Amount of Statutory Maternity Pay

- Higher Rate: 90% of your average weekly earnings provided this is higher than the rate for SMP and if it is not then you will be paid the rate of SMP. This is payable for the first six weeks SMP is due.
- Lower Rate: standard rate of SMP or 90% of average weekly earnings (whichever is lower).

Conditions

SMP is treated as pay and is subject to PAYE, Income Tax and National Insurance Contributions. Any lawful deductions that can be made from your pay (such as pension contributions) can also be made from your SMP. It is paid at the time when your wages would normally be paid for that period; i.e. follows normal payroll practice. Please note that SSP and SMP cannot be paid at the same time.

KEEPING IN TOUCH DAYS

In order to aid your return to work, and/or to ensure you are able to retain some consistency in your role, then through **mutual agreement** with your employer, you are entitled to work for up to **10 days** during maternity leave without losing your entitlement to SMP for that week; and without your maternity leave ending as a result. The company also has the right to make 'reasonable' contact with you during maternity leave.

MATERNITY ALLOWANCE

MA is payable only in cases where you qualify AND only if you are absent from work. It is based on your recent National Insurance contribution record and is a weekly benefit. It is paid by Jobcentre Plus or Social Security Office (not the company). If your circumstances change – e.g. you leave the European Economic Area or are taken into legal custody – then you must report this to the Benefits Agency as it may affect your entitlement to MA.

Qualification for MA

If you have worked and earned on average at least £30 per week in twenty-six out of the sixty-six weeks ending with the week before the expected week of childbirth; then you are entitled to claim a maximum of thirty-nine weeks' MA from the Benefits Agency if:

- you are still employed but do not qualify for SMP; or • you have recently been employed; or
- you are currently self-employed.

Claims should be made using form MA1, copies of which are available from Jobcentre Plus or Social Security Office or from your antenatal clinic. You should also be given form SMP1 by the company and the form Mat B1 by your Midwife to assist you when making a claim as above. You may continue to work up until the date your baby is born and still retain your full eighteen-week entitlement to MA.

SICKNESS DURING PREGNANCY

If you are pregnant and absent from work because of illness and it is not related to your pregnancy, you should take sick leave in accordance with the company's sick leave policy. You can remain on sick leave and receive SSP or Incapacity Benefit right up to the date of childbirth, or until the date of notification of the start date of your maternity leave. If your illness is pregnancy-related, the MLP starts automatically on the first day of absence following the beginning of the fourth week before the EWC. Odd days of pregnancy-related illness may be disregarded (for the purpose of determining the start of the MPP) at the company's discretion if you wish to defer the start of your MLP. Please note that in order to preserve your maternity rights, you must inform the company, in writing, of the reason for your absence.

STATUTORY SICK PAY

During the whole of your thirty-nine-week period of entitlement to SMP or MA, you are disqualified from receiving SSP. If you chose to return to work early, i.e. after fourteen weeks and then you fall ill again before the end of that period, you will remain disqualified from SSP. In such cases, you are entitled to receive SMP or MA, but not SSP. Any entitlement to SSP will be considered afresh at the end of the eighteen-week period.

QUALIFYING FOR MATERNITY LEAVE

In order to qualify for maternity leave you must give the company proper notification:

- **How:** In writing
- **When:** Not less than 28 days before the date on which leave commences
- **What:** 1. that you are pregnant
2. the Expected Week of Childbirth (EWC)
3. the Medical Certificate stating EWC (Mat B1)
4. the notified leave date on which you intend your MLP to commence

Your ordinary maternity leave period will begin either:

1. on the notified leave date which must not be before the 11th week prior to the EWC;
2. on the first day of absence, wholly or partly because of pregnancy or childbirth, after the beginning of the 4th week before the EWC; or
3. on the day of childbirth, if it is earlier than the notified leave date, or the 4th week before the EWC; and will continue for thirty-nine weeks from commencement.

RIGHT TO CHANGE START DATES

You may change your mind regarding the date you wish to start your SMP provided you notify the company in writing **at least 28 days prior** to the start of your SML. The company will respond within 28 days of the start of your SML.

COMPULSORY LEAVE

Under the provisions of the Maternity (Compulsory Leave) Regulations, the company is prohibited from allowing you to return to work for **at least 2 weeks after** the date of childbirth.

RETURNING TO WORK FOLLOWING MATERNITY LEAVE

The company does not have the right to contact you to ask if you will be returning to work at the end of your maternity leave, and will therefore assume that you will take your full entitlement to maternity leave (i.e. OML and AML) before returning to work. The company will however write to you at least 28 days prior to the end of your MLP to notify you of the date on which your MLP ends.

However, if you wish to return before the end of your MLP, you must give at least **8 weeks'** notice of the date you intend to return. If you do not intend to return to work at the end of your MLP, then you must give the company at least the normal contracted notice period.

Except where a redundancy situation has arisen, then following your OML you are entitled to return to the same job as though you had not been away from work. This also applies when returning after your AML (unless this is not reasonably practicable) in which you will be offered suitable alternative work on no less favourable terms and conditions.

You do not have a statutory entitlement to a job share, part-time position, or flexible hours upon your return from maternity leave; but the company will if given proper notification consider on an individual case by case basis, any requests for flexible working.

FAILURE TO RETURN TO WORK FOLLOWING MATERNITY LEAVE

Dismissal on pregnancy-related grounds will automatically be unfair. However, if you fail to return as expected following the end of your maternity leave, then normal termination of employment procedures will apply.

OTHER TIME OFF

BEREAVEMENT

The company may grant to you short periods of compassionate leave upon the death of a close relative. Such leave may be paid or unpaid according to circumstances and closeness of the relation who has passed away and remains at the absolute discretion of the company.

MEDICAL APPOINTMENTS OR OPERATIONS

Routine pre-booked medical and dental check-ups, or to undergo planned major or minor surgery, are to be taken from your normal annual leave entitlement or as unpaid holiday, unless paid at the absolute discretion of the company or taken as annual leave.

Attendance at an "emergency" medical or dental appointment at short notice will normally be unpaid, and if you are ill, following such an appointment, you must follow the sickness reporting procedure.

EMERGENCIES

You will be entitled to take reasonable time off to deal with an “emergency” involving a dependent, or to attend an emergency medical or dental appointment with them. Such time will normally be regarded as unpaid, except at the absolute discretion of the company. Although such periods are expected to be short in duration, you must notify the company in advance of taking the time off.

For the avoidance of doubt, this time is to deal with the emergency and not for the purpose of looking after a sick child or dependent relative. Examples may be where the school has closed and your child is sent home, or where your home-help or day-care facilities have not been able to get to your relative. In such situations you are entitled to take time off to make alternative arrangements for them.

EXTENDED LEAVE

In extreme cases you may require a considerable amount of time off to look after a seriously ill or dying relative. Any request for such extended leave should be submitted in writing to your line manager, prior to the date of the required leave. Subject to operational requirements, the company may grant the leave period, which may be paid or unpaid dependent upon the circumstances.

ADVERSE WEATHER

The company recognises the need to maintain provision of its services during adverse weather conditions, whilst also taking into consideration the safety of its employees. This policy is based on the principle that employees are required to attend the workplace in order to receive payment, and non-attendance for reasons other than holiday or sickness may result in a lawful deduction of pay. It is also based on the principle that employees are responsible for their own travel arrangements to and from the workplace.

Therefore, it shall only be in very exceptional circumstances where the company shall issue a direct instruction that due to extreme weather conditions (or other extreme circumstances), you are not required to attend work. This may be for a full day, a part day or for a number of days and may also be at the start or end of a working shift.

PUBLIC & JURY SERVICE

You may be allowed reasonable unpaid time off to perform your duties if you have a role related to Public Service. Please speak to your line manager for more information and to discuss the time commitment, prior to applying for or accepting such roles.

If you are called to carry out duty as a juror or witnesses at Court, you must advise the company of the forthcoming commitment. Please note that you will normally be able to claim for loss of earnings from the Court. Where you intend to do so, you must forward any claim forms received from the court to the company as soon as possible in order that the appropriate information can be provided by the Accounts Department. On return to work, you must notify the Accounts Department in writing to confirm the amount paid by the Court for loss of earnings as an adjustment to your salary will be made.

PATERNITY & PARENTAL LEAVE

In respect of all aspects of Paternity Leave and Parental Leave, the company will comply with all current legislation.

PATERNITY LEAVE

If you take time off because your partner is having a baby, adopting a child or having a baby through a surrogacy arrangement, you may be eligible for:

- One or two weeks paid Paternity Leave
- Paternity Pay
- Shared Parental Leave
- Shared Parental Pay

Note: you may be eligible for leave and pay, however, may only be eligible for leave, which would be unpaid.

PARENTAL LEAVE

If you have completed one year's service with the company, you are entitled to a maximum of **eighteen weeks'** unpaid parental leave to care for your child.

The leave applies to both parents, but only one of them may take the time off in respect of each child and at least 21 days' notice must be given of the requested leave. The leave may be taken in blocks of one week upwards up to a maximum of four weeks in any one year at any time before your child's 18th birthday. An employee is entitled to eighteen weeks' in any one year, so if they have used some of this and start work for another employer within the same year, they may take that unused time with the new employer i.e. if the employee has used 10 weeks with one employer they can take the remaining 8 weeks with the new employer.

Please note: As per the Working Time Regulations, when on unpaid holiday you will continue to receive all your statutory contractual benefits as though you were still working.

SHARED PARENTAL LEAVE

Parents of babies born (or adopted) on or after 5th April 2015 may be eligible to benefit from Shared Parental Leave. This permits maternity and paternity leave and pay provisions to be used in a different way to that previously. The structure of existing maternity and paternity provisions remains but if the shared parental leave option is utilised by the parents of children born or adopted after 5th April 2015, then the current maternity and paternity provisions cease as the new provisions now focus on who of the eligible parents will benefit from these.

Note that, in order for the shared parental leave rights to commence, this can only be done after the mandatory maternity leave period of (usually) two weeks after childbirth has expired. Additionally, there must be at least eight weeks of maternity leave remaining unused, and then the balance can be split between eligible parents as shared parental leave.

The mother will count as one parent. The other parent will either be the father of the baby, the mother's spouse or civil partner, or will be in a longstanding relationship with the mother. The other 'parent' cannot be a grandparent.

There are employee eligibility criteria to satisfy based on length of service and earnings.

SICKNESS ABSENCE

You must explain any absence from work by telephone or other message as soon as practicable. Specific details of this will be stated within your Contract of Employment. Please note: unless specifically stated, notification by text message is not acceptable. You are required to notify the company of any sickness and the company must record these absences whether paying Statutory or Company Sick Pay [SSP/CSP] or not.

If you are sick for less than 7 days, i.e. Monday to Sunday, you may "Self-Certificate". If you are sick for more than 7 days, you must produce a Medical Certificate, known as a Statement of Fitness for Work. In either case you must submit a sick form outlining all the time you were absent. Please note: SSP/CSP cannot be paid until a signed form is received.

It is company policy to actively manage sickness absence by looking at ways to make reasonable adjustments to working conditions in order to facilitate a return to work. The company will consider recommendations made by your Medical Professional on the Statement of Fitness for Work form; however, it may not always be operationally possible to provide the level of support required and in these cases you will continue to be considered 'not fit for work' and will remain on sick leave. In addition, the company reserves the right to require you to attend a medical or an occupational health assessment.

If your main employment is not with the company, then you must notify your employer of any payments of CSP/SSP that you receive from your main employment in order that the calculations for any payments due can be accurately made.

STATUTORY SICK PAY (SSP)

Where you are eligible, then the company is responsible for paying SSP to you for up to 28 weeks of each period of sickness. This will be paid at the same time as salary is normally paid. SSP is subject to Income Tax and National Insurance deductions in the same way as salary.

COMPANY PAYMENTS

Company sick pay is paid entirely at the company's discretion. You are not entitled to receive payment during any period of unauthorised absence for any reason.

EMPLOYMENT AND SUPPORT ALLOWANCE (ESA)

Where you undergo a period of incapacity for work which is not eligible for SSP paid by the company of your access to SSP has finished, you need to obtain form SSP1 in order to apply for ESA.

SICKNESS WHILST ON HOLIDAY

If you are ill during your holiday, you may be entitled to recoup the time off. Please note that if you intend to reclaim your holiday due to you being ill whilst on holiday you **MUST** notify your line manager on the first day of sickness.

Please also note that the company shall treat any sickness during holiday as **only eligible** for Statutory Sick Pay. If you have been paid for your time off on holiday, the company reserves the right to deduct monies from your future pay to address this overpayment.

Discipline & Grievance

DISCIPLINARY PROCEDURE

The company operates a Disciplinary Procedure and may initiate this for reasons of **POOR PERFORMANCE** and/or **MISCONDUCT**. These procedures will be used by the company as a means to help, support and encourage you to improve your performance and/or conduct, rather than primarily as a means of punishment.

This does not however preclude that the outcome may in fact result in sanctions being applied. Please also note that depending upon the circumstances; each stage of the process may be escalated to a higher level without going through each individual stage. In addition, escalation of the sanctions shall usually apply to the same or similar instances of misconduct or failure to achieve the improvement targets set as part of the performance process.

Where the employee has less than 2 years' service, then the company reserves the right not to apply the disciplinary procedure but may choose to do so depending on the circumstances.

Poor Performance

Where your work performance falls below the standard required by the company, this issue will be addressed with you in order to encourage the improvement, achievement and/or maintenance of the required standard. Such cases may be addressed generally through the performance management process or as a specific instance of poor performance.

Misconduct

The primary objective of the disciplinary procedure for misconduct is not to seek your dismissal but to obtain a full explanation of the circumstances and following this, to ensure that such misconduct does not reoccur. However, if the misconduct is serious this may result in the application of a sanction; and in cases of Gross Misconduct, may result in summary dismissal.

Note that “Incapability” related to illness or injury shall be dealt with under a different process.

INVESTIGATION

A full impartial investigation will normally be undertaken to establish the facts, before and where appropriate, during the disciplinary process. As such an investigation may result in there being no grounds for formal action, it shall not always be necessary for the employee who may be subject of an allegation to be questioned in a formal investigation hearing prior to their attendance at a formal disciplinary hearing.

If a formal investigation hearing is carried out to determine clarity surrounding the issues, you will be invited in writing to the hearing will be entitled to have a work colleague or trade union representative present. During such a formal investigation hearing, at the point there becomes sufficient information to justify formal disciplinary proceedings, the hearing should be adjourned, and a formal disciplinary hearing arranged.

ESCALATION OF PROCESS

The company reserves the right depending on the severity of the poor performance or misconduct to escalate the disciplinary procedure to any stage without following each of the above steps, as deemed appropriate in the individual circumstances of the case.

SANCTIONS

In the event of the disciplinary procedure being initiated, there are a number of potential outcomes open to the company as detailed below. In addition, the length of time the sanction remains active on the employee record for disciplinary purposes varies dependent upon the sanction (and may be increased or decreased by the company as appropriate) but is normally as stated below:

Method	Potential Sanction	Active on Employee Record
Informal Resolution	<ul style="list-style-type: none">• No Action• Advice & Guidance	<ul style="list-style-type: none">• Indefinitely (File Notes)• Indefinitely (File Notes)

Formal Process (Misconduct)	<ul style="list-style-type: none"> • No Action • Advice & Guidance • 1st Formal Written Warning • Final Formal Written Warning 	<ul style="list-style-type: none"> • Indefinitely (File Notes) • Indefinitely (File Notes) • 6 months • 12 months
Formal Process (Performance)	<ul style="list-style-type: none"> • No Action • Advice & Guidance • 1st Written Improvement Warning • Final Written Improvement Warning 	<ul style="list-style-type: none"> • Indefinitely (File Notes) • Indefinitely (File Notes) • 6 months • 12 months

The company may escalate of the warnings sequentially through each stage following continued poor performance or misconduct issues; or depending upon the severity of each case, the company reserves the right to escalate to any level of disciplinary procedure as appropriate.

In the event of such process reaching a “dismissal” stage either through escalation of warnings or Gross Misconduct, then the following sanctions may be applied:

Method	Potential Sanction
Formal Process (Serious Misconduct or as result of Escalation of Warnings)	<ul style="list-style-type: none"> • Dismissal – with notice
Formal Process (Gross Misconduct)	<ul style="list-style-type: none"> • Dismissal – without notice • Dismissal – with notice
Options available as an Alternative to Dismissal	<ul style="list-style-type: none"> • Demotion • Change of role or Relocation • Reduction in Salary

INFORMAL RESOLUTION

Where there is an initial issue of poor or unsatisfactory performance; or where there is any allegation of misconduct (especially where it is of a minor nature) the company shall fully consider resolving this matter through informal methods.

Note that if “Informal Resolution” is used to deal with misconduct or poor performance, then written warnings cannot be applied as a sanction. However, if “Informal Resolution” has been used for instances of misconduct and/or poor performance and there is no improvement, then formal action may be taken.

FORMAL PROCESS

Where informal discussion does not result in an improvement in your performance, or there are continued allegations of misconduct (or these appear to be of a more serious nature), then formal action will be instigated by the company.

Notification

- You will receive a formal written letter outlining the areas of unsatisfactory performance and/or allegations of misconduct.
- You will also receive any pertinent and/or relevant evidence a reasonable time prior to the date of the hearing.
- This notification letter will also invite you to a meeting within 5 working days (or at a mutually agreeable time and date), where the meeting will be held, who will be present and will also inform you of the right to be accompanied.

- You are required to attend this meeting and failure to do so without a reasonable excuse will result in the meeting being rearranged within a further 5 working days.
- Failure to attend this rearranged meeting without reasonable excuse will result in a decision being taken in your absence.

Meeting

- During the meeting, which should be uninterrupted and held in private, a detailed discussion should take place outlining the areas of your poor performance and/or the allegations of misconduct.
- Full disclosure of the investigation undertaken by your employer will be made in order for you to be able to argue your case and offer an explanation of the alleged failings. This may include you providing evidence as part of the investigation process; or at the meeting itself; such as witnesses who were not interviewed as part of the original investigation, or other mitigating circumstances.
- Where there is evidence requiring further investigation, the meeting will be adjourned whilst this evidence is obtained. The meeting may also be adjourned for short periods to allow for comfort breaks, or to allow the manager conducting the meeting time to consider your comments and/or any evidence presented therein.

Decision

- Following the meeting, your employer will adjourn in order to fully review all the evidence prior to making any decision.
- Before making a decision, your employer will consider all the facts as well as your previous disciplinary record, previous performance, length of service and any action taken in any previous disciplinary cases. In addition, careful consideration will be given to whether the intended action is reasonable and appropriate given the circumstances of the case.
- If the decision is to take no further action, you will be informed of this.
- The decision should be given to you orally upon reconvening of the hearing and will also be provided to you in writing as soon as practicable following the meeting.
- You have the right to appeal against the decision.

WRITTEN WARNING

Once consideration has been given to all the facts and evidence of the hearing, then the first formal sanction that may be taken by your employer is a written warning.

Misconduct

- The written warning should detail the nature of the misconduct, what is expected of you in order for you to change your behaviour for the future, appropriate review dates and your right to appeal against the decision.
- The letter will also be retained on your personnel record but will be disregarded for disciplinary purposes after a specified period (i.e. 6 months).

Poor Performance

- The written warning should detail the nature of the poor or under performance; the steps you need to take to improve, a timescale for achieving this, appropriate review dates and your right to appeal against the decision.
- In addition, the letter should outline any help and support to achieve the improvement that you could receive from the company.
- The letter will also be retained on your personnel record and act as a framework for assessing and reviewing your performance over a specified period (i.e. 6 months). This may be combined with a formal process of Performance Management or Employee Appraisal.

Please note: You will also be notified that this written warning represents the first stage in a process where if improvement in performance and/or conduct is not achieved, may lead to a final written warning; some other penalty; and/or ultimately dismissal.

FINAL WRITTEN WARNING

If poor performance and/or conduct are not improved; usually within the specified period, you may be issued with a final written warning.

- However, depending upon the individual circumstances of each case, you may be issued with more than one written warning before reaching this stage.
- Prior to any decision being taken, your employer will follow the formal process as outlined above and only determine the severity of disciplinary action to be taken following a full investigation and relevant meetings with you.
- Where the decision is taken to issue you with a final written warning; this will be sent to you as soon as practicable following the meeting with you and will outline the necessary changes in your performance or behaviour that are required; and a timescale for those improvements; and your right to appeal against the decision.
- In cases of poor performance, any support the company may offer you to achieve, and improvement will also be outlined along with a date for further review. The letter will be retained on your personnel record and act as a framework for assessing and reviewing your performance over a specified period (i.e. 12 months).
- In cases of misconduct, the letter will clearly outline what is expected of you in order for you to change your behaviour in the future as well as a review date. The letter will also be retained on your personnel record but will be disregarded for disciplinary purposes after a specified period (i.e. 12 months).

Please note: You will also be notified that this written warning represents the final stage in a process where if improvement in performance and/or conduct is not achieved, may lead to a penalty which could include dismissal.

DISMISSAL

If there is a continued failure to improve poor performance and/or conduct after following the above process, then the final sanction available to your employer may be your dismissal. Alternative penalties may include demotion, transfer, or loss of pay.

- Prior to any decision being taken, your employer will follow the formal process as outlined above and only determine the severity of disciplinary action to be taken following a full investigation and any relevant meetings with you.
- Where the decision is to dismiss; you will be informed of the reasons at the meeting, and this will be supported in writing as soon as practicably thereafter.
- The letter outlining the reasons for dismissal will also state the date of termination of your contract, any notice period, and your right to appeal against the decision.

APPEAL

- If you wish to appeal against a decision from any stage of the above process then you must notify the company, in writing, detailing the grounds for your appeal, within 7 days following the hearing date (unless stated otherwise to you).

- Following receipt of your appeal letter, your employer will write to you to arrange an appeal hearing as soon as possible and where practicable within 5 working days.
- You will receive a letter inviting you to the appeal which will outline the time and date of the meeting and the names of those who will be hearing the appeal. You have the right to be accompanied by a work colleague or Trade Union representative at this meeting.
- The appeal will normally be heard by a more senior manager or Director; however, if due to the size of the company this is not possible, then another manager should hear your appeal.
- Please note however that your appeal hearing may, depending on the circumstances, be heard by the same person who dealt with the original hearing.
- Once your appeal has been heard, you will be informed of the decision.
- A letter outlining the decision will also be sent to you within a reasonable time (not greater than 28 days) outlining the reasons for the decision. This will also state whether this appeal was the final step of the process or whether further representation is available to you.

GROSS MISCONDUCT

If the company is satisfied that an act of gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice, but a lesser sanction may be applied.

Gross Misconduct is where there has been a serious breach of contractual terms. There is no exhaustive list which may constitute gross misconduct and whether a particular act or omission is gross misconduct, serious misconduct or general misconduct will depend on the circumstances. Some examples are listed below; where you:

- commit a substantial breach of any of their obligations under the contract of employment, including failing to follow a reasonable lawful instruction
- breach any of the regulations in respect of your professional duties under current legislation, including but not exclusive to breaching any Code of Practice
- are guilty of any conduct which brings the company into disrepute
- are convicted of any criminal offence (other than road traffic)
- become bankrupt
- commit theft, fraud or deliberate falsification of records
- assault or fight with another person
- deliberately damage company property
- are seriously incapable whilst at work through alcohol, whether required to travel by vehicle to your place of work or otherwise
- are under the influence of illegal drugs whilst at work
- through serious negligence cause unacceptable loss, damage or injury
- carry out a serious act of insubordination
- deliberately or maliciously breach the company's equal opportunity policy
- deliberately or maliciously breach the company's IT policy
- conducts yourself in any way that is defamatory; offensive or obscene; untrue or malicious or in breach of copyright
- use any methodology for purposes of intimidation or harassment

SUSPENSION FROM WORK

Following an allegation of gross misconduct, your employer may suspend you with pay.

- Such decision will only be taken after careful consideration of the available facts.
- Suspension may occur for two reasons:
 - to carry out an investigation in which case the suspension will not normally be for more than five working days (but may be extended if necessary) and should only last for the period whilst the allegation is investigated;
 - pending a disciplinary hearing, where it is felt necessary by the company to do so in order to ensure that a fair and proper hearing is not prejudiced by the actions of any employee who may be involved.
- Suspension from work is not a disciplinary action and is not a prejudgment.
- The company reserves the right to place any employee on paid Garden Leave rather than suspension pending an investigation or disciplinary hearing.

GRIEVANCE AND DISPUTES PROCEDURE

GRIEVANCE/DISPUTES

If you have a grievance relating to your working environment or to a specific member of staff, you may initiate the Grievance Procedure to resolve the issue.

Informal Discussions

- If you have a grievance about your employment or about a member of staff, you should discuss it informally with your immediate line manager. It is hoped that most concerns will be resolved at this stage.

Step 1 – in writing to your Line Manager:

- If you feel that the matter has not been resolved through informal discussions, you must put your grievance in writing to your line manager. If the grievance relates to an issue with your line manager, then this should be put in writing to the next manager in seniority.

Step 2 – invitation to a meeting:

- You will receive a reply within 5 working days inviting you to a meeting where you will be able to raise your grievance. You have the right to be accompanied by a work colleague or Trade Union representative at this meeting.
- You must take all reasonable steps to attend this meeting.
- Once the grievance has been discussed, a decision will be sent to you in writing within a reasonable time.

Step 3 – appeal hearing by Senior Manager/Director:

- If you wish to appeal against the final decision then you must notify the company, in writing, detailing the grounds for your appeal, within 7 days following the hearing date (unless stated otherwise to you).

- Following receipt of your appeal letter, your employer will write to you to arrange an appeal hearing as soon as possible and where practicable within 5 working days.
- You will receive a letter inviting you to the appeal which will outline the time and date of the meeting and the names of those who will be hearing the appeal. You have the right to be accompanied by a work colleague or Trade Union representative at this meeting.
- The appeal will normally be heard by a more senior manager or Director; however, if due to the size of the company this is not possible, then another manager should hear your appeal.
- Please note however that your appeal hearing may, depending on the circumstances, be heard by the same person who dealt with the original hearing.
- Once your appeal has been heard, you will be informed of the decision.
- A letter outlining the decision will also be sent to you within a reasonable time (not greater than 28 days) outlining the reasons for the decision. This will also state whether this appeal was the final step of the process or whether further representation is available to you.

Please note: Written records will be maintained in respect of the nature of grievance, written correspondence, conversations, actions and decisions taken and the reasons for these. In the event of an appeal, records regarding this and any subsequent actions or developments will also be kept.

INCAPABILITY PROCEDURE

Where an employee is on an extended period of sick leave due to illness or injury, which includes stress-related illness, or where the employee has taken a high number of days of short-term sickness absence in any given period, the company reserves the right to implement the company incapability procedure. In determining whether or not to implement this procedure, the company shall consider each case on an individual basis giving due regard to the illness or injury for which the employee is off work and the length of single or accumulative absence.

If every reasonable step has been taken but at the end of the process it has not been possible to support the employee back into the workplace, then the final outcome of this procedure may result in lawful termination of employment on grounds of incapability.

CONTACT AND WELFARE VISITS

The company reserves the right while an employee is on prolonged sickness absence to have and maintain reasonable contact with the employee in order to establish a date for return to work; to ask after their welfare; as part of a visit by caring colleagues; to discuss reasonable adjustments that may be required under the Equality Act before the employee can return to work; or in order to offer support to aid the employee back to work. Please note: the actions of an employee who deliberately or maliciously frustrates the company's genuine intention to support their return to work, shall be fully considered in any decisions taken as part of this incapability procedure.

MEDICAL INFORMATION

Where medical information is required by the company to aid a decision regarding an employee's ability to return to work, the company shall comply with the "Access to Medical Records Act 1988" when requesting such information about the employee from a medical or occupational health practitioner.

INCAPABILITY TRIGGER

In order to maintain a fair and consistent method for determining when this process should be implemented, the company shall apply a “trigger” for determining when to initiate the formal Stage 1 part of this. Note however that the company reserves the right to exercise discretion on a case-by-case basis and delay or accelerate the initiation of the formal procedure.

- Where an employee has been absent for a single period of related illness or injury, the incapability procedure shall be triggered at **20 work days**.
- Where an employee has taken a number of periods of short-term absence through illness or injury and the Absence Factor Calculation totals **100 or more**, then this will trigger the incapability procedure.

Once this procedure has been commenced, at each meeting an improvement plan shall be determined through agreement, with attendance targets and a date of further review being set. The procedure shall continue until the final stage has been reached or the employee has been successfully supported back to work.

ABSENCE FACTOR

The company uses an Absence Factor calculated on a formula measuring the employee’s attendance over the previous year (52 weeks) and uses two key factors:

- “A” – the number of absences regardless of their length that the employee has had in a rolling 12 months previously; and
- “D” – the total number of days absent over the same period.

$$A \times A \times D = \text{Absence Factor Score}$$

An example of the calculation is shown below:

An employee takes 8 lots of sick leave in one year, for one or two days on each occasion making a total of 8 periods of sickness and the total number of days off equalling 12:

$$A \times A \times D = 8 \times 8 \times 12 = 768$$

Compare this with the employee who takes one period of 12 days sick leave:

$$A \times A \times D = 1 \times 1 \times 12 = 12$$

PROCEDURE

Informal Process – Return to Work Interview

In respect of repeated short-term absences, the company shall initially seek to encourage improvement informally through the informal return to work interview process carried out by the employee’s line manager after each and every period of absence due to illness or injury.

However, where improvement is not forthcoming, where there has been a single period of absence of over **20 workdays**, or the calculation of the employee’s Absence Factor achieved **100 points or more**, this may

automatically trigger the formal procedure. Where this occurs, this will normally (but not necessarily) consist of a series of formal review meetings where termination of employment is a possible outcome if the company is satisfied that all reasonable steps to support and encourage the employee back to work, or to improve their absence record have been taken.

The company reserves the right depending on the circumstances to escalate the process through some or all of the stages, including to Stage 4 immediately, if this is deemed appropriate in the circumstances.

LONG-TERM ABSENCE

In respect of long-term absences, then in the event that there is little or no likelihood of a return to work in the foreseeable future, **and** this is supported with medical evidence the company may escalate the stages sooner. Note that the employer reserves the right to make an inference if the employee refuses to cooperate in respect of medical information relating to their current condition.

APPEAL

- If you wish to appeal against a decision from any stage of the above process then you must notify the company, in writing, detailing the grounds for your appeal, within 7 days following the hearing date (unless stated otherwise to you).
- Following receipt of your appeal letter, your employer will write to you to arrange an appeal hearing as soon as possible and where practicable within 5 working days.
- You will receive a letter inviting you to the appeal which will outline the time and date of the meeting and the names of those who will be hearing the appeal. You have the right to be accompanied by a work colleague or Trade Union representative at this meeting.
- The appeal will normally be heard by a more senior manager or Director; however, if due to the size of the company this is not possible, then another manager should hear your appeal.
- Please note however that your appeal hearing may, depending on the circumstances, be heard by the same person who dealt with the original hearing.
- Once your appeal has been heard, you will be informed of the decision.
- A letter outlining the decision will also be sent to you within a reasonable time (not greater than 28 days) outlining the reasons for the decision. This will also state whether this appeal was the final step of the process or whether further representation is available to you.

Technical

COMPANY IT

You are expected to abide by the company IT policy as laid out below and failure to do so, or acts that constitute a breach, will be dealt with severely under the company disciplinary rules up to and including summary dismissal.

You are reminded that any equipment, hardware or software provided by the company for use in your work remains the property of the company and access granted to you is to support of your day-to-day work. You must not do anything that may compromise the integrity of the company IT systems, such as downloading any applications, (including mobile apps), executable files (.exe, com or .bat extensions); shareware, freeware, games, screensavers; or other files; or to initiate any software upgrades from the Internet, cloud-based systems, e-mail, or via USB, CD-ROM/DVD or any other media; unless specifically directed to do so by the manager responsible for IT in the company.

Please note that being granted access to the company's IT resources does not imply the right to use those resources. Consequently, the company reserves the right to limit, restrict, remove or extend access to and privileges within, material posted on, or communications via its information technology resources; consistent with this policy, applicable law or as the result of company disciplinary processes, and irrespective of the originating access point.

Any breach of this IT policy shall be regarded as Gross Misconduct for which summary dismissal may be the result.

PASSWORDS AND ALL COMPANY EQUIPMENT

You are responsible for any activities carried out in respect of your password and this should remain confidential. Misusing company equipment either physically or by electronic means shall be regarded as Gross Misconduct. You are not allowed to upload or download files without authority to do so.

Upon leaving the company must return all equipment to the company and not retain any company information as failure to do so may be regarded as theft of confidential and/or intellectual property. This may also be regarded as a breach of contract post-termination for which the company reserves the right to seek damages for such breach.

CREATING CONTRACTS

Unless specifically authorised to do so, you must not enter into legally binding contracts on behalf of the company.

COMMUNICATION AND ABUSE

The contents of e-mails are subject to laws relating to discrimination and defamation, and other social media platforms may also be regarded as evidential. You must not send or receive non-business-related communications including, but not limited to, pornography, games, 'freeware', 'shareware', 'chat rooms', and unsolicited communication to any other employees, clients, contractors, visitors or suppliers associated with the company.

The company will not tolerate the use of company or personal communication systems or related services to create a hostile or offensive work environment based on race, gender, nationality, culture, religion, sexual orientation, age, disability or any other personal or protected characteristic. This includes the communication of "jokes", pictures or stories, including those, which are harassing, demeaning or offensive to any individual or group.

DATA PROTECTION

The EU General Data Protection Regulation has been written into UK legislation by the Withdrawal Act as the UK General Data Protection Regulation (UK GDPR), tailored by the Data Protection Act 2018. The UK GDPR applies to anyone who processes personal data 'data controllers', it includes third party companies acting on behalf of the company, and the individuals that the data relates to 'data subjects'. As a company we are responsible for meeting the UK GDPR obligations and have committed to adopt the best practices of the UK GDPR.

The company must have a legal basis to justify capturing and processing personal data and be transparent about how, why and when that data is collected, processed and transferred.

As part of the company's processes, it is essential that certain personal information is available to us. We will only request, store and share personal data where there is a legal basis or operational requirement to do so. We will seek the employee's written consent in respect of all personal data held, stored or shared by the company about them. Where a data controller wishes to process existing data for a new purpose, the data subject must be notified and further approval sought.

SOCIAL MEDIA

The following indicates what social media is covered and is not an exhaustive list: Twitter, Facebook, YouTube, Instagram, TikTok, WhatsApp, Signal, Telegram, SnapChat, LinkedIn, Houseparty, Clubhouse, blogging on personal websites, e-mails, other chat rooms, newsgroups, discussion boards, and any other social media sites.

You are not permitted to use any of these types of social media during your working hours, unless you have the express written permission of the company.

During your own time, the company recognises that it cannot prevent (nor does it necessarily wish to do so), your use of such social media.

However, whilst you remain employed by the company and at any time following your last day of work (for whatever reason), you are not permitted on any form of social media, e-mail, or website to:

- make any negative

or defamatory references to; or • post photographs of and/or name: ○ any member of staff; client; contractor; or ○ refer to a company work location; or ○ make reference to or about any company machinery and/or equipment.

- post/transfer/email any confidential information; or
- make any derogatory comments about the company and/or staff.

If you make such comment or post photographs whilst employed by the company that can link you to your workplace, this shall be regarded as Gross Misconduct. In the event that you make defamatory or inappropriate comments once you are no longer an employee of the company, then the company reserves the right to consider legal action for damages against you.

If you believe you may have inadvertently breached the above via any social media, then you should contact the company as soon as practicable. The prompting of such action by you, especially where the matter can be resolved will, in all likelihood, **not** result in disciplinary or legal action. If you require any clarification of what is and what is not acceptable, please contact your line manager in the first instance for guidance.