

# Employee Handbook

North Walsham Council



Croner

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# Introduction

Welcome to our team. We wish you every success in your employment with us and hope you will find your experience here positive and rewarding.

This Handbook contains information, rules, policies and procedures concerning your employment and should be read in conjunction with your Statement of Main Terms of Employment ('Statement') provided to you. Additional, new or revised rules, policies and procedures may be issued at any time separate to this Handbook and it is your responsibility to observe and adhere to these.

Unless contained within your Statement or stated otherwise, the contents of this Handbook are included within your terms and conditions on a non-contractual basis. We may make changes to the contents from time to time with no advance notice.

If you have any queries or have not been provided with a Statement for any reason, you should have no hesitation in raising this matter.

## Joining our Organisation

### Induction

At the start of your employment with our Company you are required to complete an induction programme, during which all of our policies and procedures will be explained to you. Information relating to these will be given to you at the induction.

You will also be given a team induction, where you will be assigned a buddy who will introduce you to your role.

### Job Description

You will be provided with a job description relating to your role. This job description is a non-contractual document and therefore we may make amendments to it from time to time in relation to the needs of the business.

### Performance and Review

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses. This includes an appraisal scheme which will help monitor staff performance levels with a view to maximising the effectiveness of individuals. You will be informed in advance of your appraisal dates.

# Equality, Inclusion and Diversity

The Company is committed to the principle of equal opportunity in employment.

The terms equality, inclusion and diversity are at the heart of this policy. Equality means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. Inclusion means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. Diversity means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.

We value people as individuals with diverse opinions, cultures, lifestyles and circumstances. All job applicants, employees and workers, including agency workers, are covered by this policy and it applies to all areas of employment including recruitment, selection, training, career development, and promotion. These areas are monitored and policies and practices are amended if necessary to ensure that no unfair or unlawful discrimination, intentional, unintentional, direct or indirect, overt or latent exists.

Equality of opportunity, valuing diversity and compliance with the law is to the benefit of all individuals in our Company as it seeks to develop the skills and abilities of its people. While specific responsibility for eliminating discrimination and providing equality of opportunity lies with managers and supervisors, individuals at all levels have a responsibility to treat others with dignity and respect. The personal commitment of every employee to this policy and application of its principles are essential to eliminate discrimination and provide equality throughout the Company.

Management will ensure that recruitment, selection, training, development and promotion procedures result in no job applicant, employee, or worker receiving less favourable treatment because of a protected characteristic within the Equality Act 2010 which are race, including colour, nationality, ethnic or national origin and caste; religion or belief; disability; sex; sexual orientation; pregnancy or maternity; gender reassignment; marriage or civil partnership; and age. In accordance with our overarching equal treatment ethos, we will also ensure that no one is treated less favourably on account of their trade union membership or non-membership, or on the basis of being a part-time worker or fixed-term employee. The Company's objective is to ensure that individuals are selected, promoted, and otherwise treated solely on the basis of their relevant aptitudes, skills and abilities.

We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.

The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.

Management has the primary responsibility for successfully meeting these objectives by:

- not discriminating in the course of engagement against employees, workers or job applicants;
- not inducing or attempting to induce others to practise unlawful discrimination;

- bringing to the attention of our workforce that they may be subject to action under the disciplinary procedure, or other appropriate action, for unlawful discrimination of any kind.

You can contribute by:

- not discriminating against fellow employees, workers, customers, clients, suppliers or members of the public with whom you come into contact during the course of your duties;
- not inducing or attempting to induce others to practise unlawful discrimination;
- reporting any discriminatory action to your line manager.

The successful achievement of these objectives necessitates a contribution from everyone and you have an obligation to report any act of discrimination known to you.

If you consider that you are a victim of unlawful discrimination you may raise the issue through the grievance procedure.

# Positive Work Environment

## Statement of the Policy

The Company is committed to creating a harmonious and safe working environment, which is free from harassment and bullying and in which every employee is treated with respect and dignity. The Company strives to ensure that the different experiences, abilities and skills of each individual are valued by others. Inappropriate behaviour should be challenged. It is the Company's intention to encourage everyone to behave in a proper manner at all times.

Harassment or bullying causes stress, anxiety and unhappiness to individuals, creates an unpleasant environment in which to work and may be unlawful. This can reduce efficiency and may ultimately have an impact on the way in which services are delivered to our customers. For these reasons, it is important that the Company, as an employer, and individual employees strive to achieve a working environment which is free from this type of behaviour.

For information on our zero-tolerance approach to sexual harassment in the workplace, including what behaviour can amount to sexual harassment, third-party sexual harassment and what to do if you witness or are subject to sexual harassment, you should read our separate Sexual Harassment Policy.

You may be an individual or part of a group that receives the unwanted attention. The harassment, bullying or victimisation may be a one-off incident or it may be a series of incidents. Your dignity at work can be affected by inappropriate behaviour, which causes offence, whether it is intentional, or not.

The Company is committed to ensuring that individuals do not feel apprehensive because of their race, religion or belief, disability, sex, sexual orientation, pregnancy or maternity, gender reassignment, marriage or civil partnership, age, or as a result of being subjected to any inappropriate behaviour.

All employees can expect to:

- be treated with dignity, respect and courtesy;
- be able to work, free from unfair treatment, bullying, harassment or victimisation;
- be valued for their skills, abilities and experiences.

All employees are expected to:

- familiarise themselves with the content of this policy;
- treat all employees with dignity, respect and courtesy;
- contribute towards a positive working culture;
- challenge or report unacceptable behaviour;
- be mindful of others when expressing views;
- cooperate with investigations into harassment and bullying.

Breaches of this policy will be considered unacceptable behaviour and will be treated as misconduct, which may include gross misconduct warranting dismissal. All employees must comply with this policy.

The Company is committed to dealing with any issues quickly, positively and confidentially when and if they occur.

You should not at any time make comments on social networking sites which amount to bullying, harassment, including sexual harassment, or any other detriment towards other employees/contractors/suppliers/clients/customers or any other individual working in connection with us. The Company may use such evidence in investigations on bullying and harassment matters.

#### Definition of Harassment

Harassment is unwanted conduct, related to a relevant characteristic set out in the Equality Act 2010 that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for them. The protected characteristics are race, religion or belief, disability, sex, sexual orientation, pregnancy or maternity, gender reassignment, marriage or civil partnership, and age.

Harassment may take many forms. It can range from extreme forms such as violence to less obvious actions such as persistently ignoring someone. The following, though not an exhaustive list, may constitute harassment:

- physical contact ranging from touching to serious assault;
- verbal and written harassment, including via email or letters, through jokes, teasing or banter, offensive language, gossip or slander;
- sharing inappropriate images or videos;
- using racist slang, phrases or nicknames;
- isolation, non-cooperation, or exclusion from social activities;
- intrusion by pestering, spying, or following etc.

Employees may also be subject to harassment from third parties such as clients, customers, suppliers, or the general public etc. where interaction with those third parties is a part of their role.

#### Definition of Bullying

Bullying is repeated inappropriate, offensive behaviour, which is often an abuse of power or position. It can be direct or indirect, either verbal, physical or otherwise, conducted by one or more persons against another or others in the course of employment, which could reasonably be regarded as undermining the individual's right to dignity at work.

The following examples may constitute bullying:

- threats, abuse, teasing, gossip or practical jokes;
- humiliation and ridicule either in private, at meetings or in front of customers/clients;
- name calling, banter, insults, or devaluing with reference to age or physical appearance;
- setting impossible deadlines;
- imposing excessive workloads;
- making unjustified criticisms;
- excessive monitoring;
- removing responsibilities;
- allocating menial or pointless tasks;

- withholding information;
- refusing requests for leave, holiday or training.

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

### Employees' Responsibilities

All employees have a responsibility to help create and maintain a working environment that respects the dignity of employees. You should be aware of the serious and genuine problems which harassment and bullying can cause, and ensure that your behaviour is beyond question and could not be considered in any way to be harassment or bullying. No one should practise or encourage such behaviour and should make it clear to all concerned that you find it unacceptable. You should also support colleagues if they are experiencing harassment or bullying and are considering making a complaint. You should alert a Manager or Supervisor to any incidents to enable the Company to deal with the matter.

### Managerial Responsibility

Managers and supervisors have a responsibility to ensure that harassment or bullying does not occur in work areas for which they are responsible. They are committed to the elimination of bullying and harassment and must be vigilant in preventing acts wherever possible.

Managers and supervisors also have a particular duty to set a proper example by treating everyone with dignity and respect and ensure that their behaviour is beyond question.

Managers also have a responsibility to explain the Company's policy to their staff and take steps to promote it positively. They will be responsive and supportive to any member of staff who makes a complaint, provide full and clear advice on the procedure to be adopted, maintain confidentiality in all cases and ensure that there are no further problems or any victimisation after a complaint has been raised or resolved.

The Company will provide training to ensure that all managers, supervisors and other staff are fully aware of this policy and the procedures for dealing with harassment and bullying.

### Procedure for Dealing with Alleged Harassment or Bullying

Complaints can be made both formally and informally. Whichever route you decide to take, and the decision will always be yours, you will be offered guidance and assistance at every stage to help you resolve the problem as soon as possible and to stop the harassment.

If you are comfortable doing so you should, in the first instance, ask the person responsible to stop the behaviour, explaining that you feel uncomfortable in the way they are acting towards you. Speaking directly to the person at an early stage will often be sufficient to stop the behaviour.

If you feel unable to do this, you may be able to ask your Manager or a colleague to do this on your behalf.

If you decide to make a formal complaint you should do so through the grievance procedure as soon as possible after the incident has occurred. All complaints will be handled in a timely and confidential manner. You will be guaranteed a fair and impartial hearing and the matter will be investigated thoroughly. If the investigation reveals that your complaint is valid, prompt attention and action will be taken, designed to stop the behaviour immediately and prevent its recurrence. In such circumstances, if relocation proves necessary, every effort will be made to relocate the harasser or bully rather than you as the victim, however, the Company will endeavour to relocate you if this is your preference.

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

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

#### Procedure for Dealing with Alleged Harassment or Bullying from a Third Party

Any form of harassment towards you from third parties during your dealings with them will not be tolerated by the Company.

We appreciate that a decision to report harassment from a third party may be difficult, particularly if the third party is a valuable client or customer or has a long-standing business relationship with the Company. However, we encourage you to report any instance of harassment from a third party so that the Company can take appropriate action.

You should follow the procedure set out above if you experience harassment from a third party, after which a meeting with you will be arranged and an investigation undertaken.

Our action, where a complaint is substantiated, will depend on the circumstances of the case and may include:

- speaking with the harasser and warning them that any future occurrence of harassment will result in the Company withdrawing provision of its services to the harasser;
- contacting the business for whom the harasser works and making a complaint against them. We will explicitly ask for this conduct to stop and we may require that the harasser is removed from our account;
- refusing to continue to provide our services to the harasser;
- reassigning the provision of the Company's services to the harasser to another employee.

# Sexual Harassment

## Introduction

All members of staff are entitled to be treated with dignity and respect in our place of work. This means freedom from sexual harassment, feeling safe and supported, and having access to redress if such behaviour does arise.

Sexual harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 as amended. We will not tolerate it.

The law requires employers to take reasonable steps to prevent sexual harassment of their workers. We take action to prevent sexual harassment from occurring and have clear reporting procedures for our staff to make a complaint about sexual harassment. If you have been sexually harassed, or you have witnessed sexual harassment, we encourage you to tell us so that we can deal with the matter swiftly.

Your Line Manager has overall responsibility for the operation of this policy but may delegate elements of implementation or decision making to a 3rd Party. Our managers will maintain an open door policy. All of our staff have a responsibility to behave in line with the requirements of this policy.

Instances of sexual harassment or victimisation may lead to disciplinary action including termination of employment.

This policy is reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness. Any changes required will be implemented and communicated to our workforce.

## Scope

We deplore all forms of sexual harassment and seek to ensure that the working environment is safe and supportive to all those who work for us. This includes employees, workers, agency workers, volunteers and contractors in all areas of our Company, including any overseas sites.

## Definitions

Sexual harassment is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person. It also covers treating someone less favourably because they have submitted to or refused to submit to unwanted conduct of a sexual nature, or that is related to gender reassignment or sex.

Sexual harassment may be committed by a fellow worker, an agent of an organisation, or a third party. It does not need to occur in person. It can occur via digital means including social media sites or channels e.g. Whatsapp. Someone may be sexually harassed even if they were not the target of the behaviour. Examples of sexual harassment include, but are not limited to:

- sexual comments or jokes, which may be referred to as 'banter'
- displaying sexually graphic pictures, posters or photos
- suggestive looks, staring or leering
- propositions and sexual advances
- making promises in return for sexual favours
- sexual gestures

- intrusive questions about a person's private or sex life or a person discussing their own sex life
- sexual posts or contact in online communications including on social media
- spreading sexual rumours about a person
- sending sexually explicit emails, text messages or messages via other social media
- unwelcome touching, hugging, massaging or kissing

Victimisation is subjecting someone to detriment because they have done, are suspected of doing, or intend to do an act which is protected under discrimination and harassment laws. It is not necessary for the person to have done the protected act in order for detrimental treatment to be considered as victimisation.

The protected acts are:

- making a claim or complaint under the Equality Act 2010 (for example, for discrimination or harassment)
- helping someone else to make a claim by giving evidence or information in connection with proceedings under the Equality Act 2010
- making an allegation that someone has breached the Equality Act 2010, or
- doing anything else in connection with the Equality Act 2010

Examples of victimisation may include:

- Failing to consider someone for promotion because they have previously made a sexual harassment complaint
- Dismissing someone because they accompanied a colleague to a meeting about a sexual harassment complaint
- Excluding someone from work meetings because they gave evidence as a witness for another employee as part of an employment tribunal claim about harassment.

#### Circumstances Which Are Covered

This policy covers behaviour which occurs in the following situations:

- a work situation
- a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch, a business trip or social functions
- outside of a work situation but involving a colleague or other person connected to the Company, including on social media
- against anyone outside of a work situation where the incident is relevant to your suitability to carry out the role.

#### What To Do If You Are Subject To Sexual Harassment Or Victimisation

We are committed to ensuring that there is no sexual harassment or victimisation in our workplace. Allegations of sexual harassment and victimisation will be treated as a disciplinary matter, although every situation will be considered on an individual basis and in accordance with the principles of our disciplinary procedures, a copy of which is available from your Line Manager.

## **Informal complaint**

We recognise that complaints of sexual harassment or victimisation can be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the same person who will be responsible for investigating the matter if it becomes a formal complaint.

If you experience sexual harassment and you feel comfortable to do so, you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

In addition, you may also choose to raise concerns during your regular communication with your manager, for example, in a 1-2-1 meeting. Your manager will listen to you and take your concerns seriously if you do this, but may encourage you to follow the reporting procedures set out below.

## **Formal complaint**

Where the informal approach fails or if the sexual harassment or victimisation is more serious, you should bring the matter to the attention of your Line Manager or Senior Manager as a formal written complaint and again your confidential helper can assist you in this.

If possible, you should keep notes of what happened so that the written complaint can include:

- name of the alleged harasser;
- the nature of the alleged harassment;
- the dates and times when the alleged harassment occurred;
- the names of any witnesses; and
- any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint, we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. The meeting will normally be held within five working days of receipt of your complaint. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence may be dealt with under the disciplinary procedure.

On conclusion of the investigation, which will normally be within ten working days of the meeting with you, the decision of the investigator, detailing the findings, will be sent in writing to you.

You have the right to appeal against the findings of the investigator. If you wish to appeal you must inform a Senior Manager within five working days. You will then be invited to a further meeting. As far as reasonably practicable, the Company will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).

Following the appeal meeting, you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

Regardless of the outcome of the procedure, we are committed to providing the support you may need. This may involve mediation between you and the other party or some other measure to manage the ongoing working relationship.

You will not be victimised for having brought a complaint.

### What To Do If You Witness Sexual Harassment Or Victimisation

If you witness sexual harassment or victimisation, you are encouraged to take appropriate action to address it. You should not take any action that may put you at risk of sexual harassment or other harm. If you feel able, you should intervene to prevent the matter continuing. If you are not able to do this, your action may include offering support to the person who has been sexually harassed and encouraging them to report the incident or reporting the incident yourself.

If reporting the incident, you should bring the matter to the attention of your Line Manager or Senior Manager in writing.

Your concerns will be handled by your Line Manager or Senior Manager who will sensitively talk to the person subject to sexual harassment to determine how they want the matter to be handled.

### Third-Party Sexual Harassment

Third-party sexual harassment occurs when one of our workforce is subjected to sexual harassment by someone who is not part of our workforce but who is encountered in connection with work. This includes our customers, suppliers, members of the public, i.e. clients, customers, friends and family of colleagues, delegates at a conference, audiences, self-employed contractors etc.

Third-party sexual harassment of our workforce is unlawful and will not be tolerated. The law requires employers to take steps to prevent sexual harassment by third parties.

The law does not provide a mechanism for individuals to bring a claim of third-party harassment alone. However, failure for an employer to take reasonable steps to prevent third-party sexual harassment may result in legal liability in other types of claim.

In order to prevent third-party sexual harassment from occurring, we will:

**inform third-parties i.e. suppliers of our zero-tolerance sexual harassment policy within our supplier documentation**

If you have been subjected to third-party sexual harassment, you are encouraged to report this as soon as possible to your Line Manager.

Should a customer sexually harass a member of our workforce, we will, for example, warn the client or customer about their behaviour, ban the customer and/ or share information relating to the incident with our other branches. Any criminal acts will be reported to the police.

We will not tolerate sexual harassment by any member of our workforce against a third party. Instances of sexual harassment of this kind may lead to disciplinary action including termination of employment.

### Disciplinary Action

If the decision is that the allegation of sexual harassment or victimisation is well founded, the harasser/victimiser will be liable to disciplinary action in accordance with our disciplinary procedure up to and including summary dismissal. An employee who receives a formal warning or who is dismissed for sexual harassment/victimisation may appeal by using our disciplinary appeal procedure.

When deciding on the level of disciplinary sanction to be applied, we will take into consideration any aggravating factors affecting the case. One example of aggravating factors is an abuse of power over a more junior colleague.

If, due to the investigation, it is concluded that your complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

### Training

We provide training to all our staff on sexual harassment to ensure there is a clear understanding of, amongst other things, what sexual harassment is and how it may occur, that it will not be tolerated, expected levels of behaviour, how they can report any incidents of having been sexually harassed or having witnessed it and that acts of harassment will be dealt with under the disciplinary procedure potentially resulting in dismissal.

We ensure that all levels of management are trained on implementing this policy including preventing and managing sexual harassment in the workplace, and the procedure to follow if an allegation is reported.

We will regularly review the effectiveness of our training.

We provide refresher training as appropriate.

### Employee Assistance Programme

We would like to remind you that further support is available by contacting our Employee Assistance Programme, a confidential 24-hour telephone counselling service, which can be accessed via the app.

As part of our Employee Assistance Programme, you also have access to an online wellbeing tool, Wisdom AI, which you can use to find fast answers to any wellbeing questions you have. You can access Wisdom AI at any time via the Health Assured portal. The link in the menu bar will take you directly to the Wisdom AI homepage, where you can ask your question. More details of this service are available from your Line Manager.

## Timekeeping and Time Off

### Working Hours

Your normal hours of work are detailed in your Statement. It is your responsibility to ensure that you attend punctually for work and follow all timekeeping and absence procedures. In order to help us to maintain optimum service levels, you may be required to work additional hours from time to time. Further details are contained in your Statement.

If you are unable to attend work for any reason or are going to be late you are required to telephone your line manager as soon as reasonably practicable, stating why you are absent or late and when you expect to arrive at work.

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

Persistent lateness, unacceptable levels of absence and/or unauthorised absence may result in a disciplinary warning or dismissal, depending on the circumstances.

#### Clocking / Signing In

If you are required to clock/sign-in, you must ensure that you clock/sign-in on arrival at, and clock/sign-out on departure from the premises, using the same clock/swipe location.

You must never complete entries on clock cards for yourself without express authority from your Manager, obtaining an authorisation signature at the time.

If you falsify your clock card or time sheet, complete entries without express authority, clock or sign-in for another employee, or allow another employee to clock or sign-in for you, you may be liable to summary dismissal.

#### Appointments

You are normally expected to ensure that appointments to visit the doctor, dentist, hospital, etc. are made in your own time and outside normal working hours. In the event that this is not reasonably practicable, time off work will be permitted to attend such appointments, providing that the appointment is substantiated with an appointment card, if requested, and the timing of the appointment causes as little disruption as possible, i.e. at the beginning or end of the working day.

You will be paid for the time lost at the discretion of the Company.

#### Time off for Dependants

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

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

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

#### Bereavement Leave

Save for where other statutory leave entitlements relating to bereavement apply, in the event of the death or funeral of a relative, civil partner or close friend, you may be granted appropriate time off work and payment at the discretion of the Company after careful and sympathetic consideration has been given to the circumstances surrounding the bereavement.

### Compassionate Leave

Save for where other statutory leave entitlements in these circumstances apply, in the event that a member of your immediate family dies, falls seriously ill, or is injured, you may be granted paid compassionate leave at the discretion of the Company.

You may receive up to one day of paid leave where a close friend or close colleague has died and you wish to attend the funeral.

Entitlements will be provided on a pro-rata basis for part-time employees.

In exceptional circumstances, longer periods of paid compassionate leave may be granted at the discretion of the Company. Furthermore, additional days of unpaid leave may be granted at the discretion of your Manager.

The Company will give careful and sympathetic consideration to the circumstances surrounding each case, taking into account the needs of the employee and the Company.

### Adverse Weather and Public Transport Disruption

The Company recognises that there are occasions when you may have difficulty in travelling to work due to severe weather conditions or disruptions to public transport.

While the Company expects employees to make every effort to come to work, you should under no circumstances travel if it is dangerous to do so and you should have due regard for your health and safety.

### Procedure

Severe weather or disruptions to public transport may make travelling to work slower or more difficult. Where you find that your journey to work is delayed you should, where possible, contact your line manager at the earliest opportunity.

You are expected to make every effort to arrive for work on time.

If poor weather conditions or disruptions to public transport result in you arriving for work late, you are expected to make up the time lost.

On occasions, for example in the event of road closures due to severe weather, or the total shut down of public transport, it may be impossible for you to attend work. On such occasions you will normally be required to take annual leave in respect of that day. If you have exhausted your annual leave entitlement, the time away from work will be unpaid.

If unexpected weather conditions that will make travel difficult occur during the working day, employees will, at management discretion, be allowed to leave work early in order to travel home.

Employees who abuse the above procedure may be subject to action under the disciplinary procedure.

This policy will be applied in a spirit of common sense and reasonableness, balancing the needs of the business, its customers, and the safety of employees.

### Jury Service

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

You may be requested to apply to the court for your jury service to be either postponed or delayed if it is considered that your absence will cause substantial injury to the business. A failure or refusal to make such an application when requested may lead to action being taken under the Disciplinary Procedure, which may include dismissal.

If you are retained on jury service for a prolonged period you have an obligation to notify the Company and must keep in regular contact throughout this time. You must return to normal working immediately following your release from jury duties.

You are reminded to ensure that an expenses claim is submitted to the court in accordance with the available allowances for travelling, subsistence, and your financial loss.

You must give the Company a Certificate of Loss of Earnings which we will complete and return to you, unless you are on a period of unpaid leave during your time on jury service.

Although you are not entitled to payment for this time off, the Company will consider requests to make up any difference between the financial loss allowance and basic earnings, provided that the maximum amount has been claimed from the court.

## Pay

### Payment

The methods of pay and payment intervals are set out in your Statement.

An itemised pay statement will be issued to you at each pay period. If at any time you have any queries you should raise them with your line manager.

On termination of employment, your final payment may be made in a different form to that stated in your Statement.

### Pay Review

Any change in your pay will be notified to you; the Company cannot guarantee that there will be an annual pay increase.

### Deductions from Pay

The Company will make deductions from your pay in certain circumstances, for example, where a deduction is legally required such as income tax and National Insurance. You will receive a form P60 on an annual basis explaining deductions made for income tax and National Insurance. Where you receive non-salary benefits from us, you will also receive a form P11D.

If you are overpaid for any reason, we will normally seek to deduct the amount of overpayment at your next payday. However, if the amount to be deducted would cause hardship, we may arrange for repayment over a longer period.

We may also make other deductions from pay as permitted by relevant sections in this Handbook and our other policies.

The right to deduct wages, either as a result of this clause or any other clause within your Statement or this Handbook is an express term of your contract of employment.

### Shortage of Work

In the event that the Company is faced with a shortage of work, or is unable to provide you with work for any other reason, then you agree that the Company may temporarily:

- place you on short-time working, in which case you will be paid for those hours worked; or
- lay you off from work, in which case you will be paid in accordance with the statutory guarantee pay provisions in place at that time; or
- designate you as a furloughed (or similar) worker, in accordance with the terms of any Government furlough (or similar) scheme in place from time to time, in which case during such period, if required, you agree to a reduction in your hours or will cease to carry out any work for the Company. (For this purpose you agree that the Company may adjust your hours, salary and benefits by an appropriate amount to reflect the needs of the business at that time and ensure that it receives reimbursement of salary and benefits under the said scheme to the fullest extent possible)

The entirety of this section entitled “Shortage of work” forms part of your contractual terms and conditions.

## Holidays

### Entitlement

Your annual leave entitlement, including that relating to bank and public holidays, is detailed in your Statement.

The holiday year runs from 1<sup>st</sup> April to 31<sup>st</sup> March.

New starters will accrue annual holidays on the basis of 1/12<sup>th</sup> of the annual entitlement for each month of service in the holiday year.

### Booking Holidays

This procedure makes up part of your contractual terms and conditions. All annual holidays must have prior approval and authorisation. The Company will respond as soon as possible to your request for holiday. No responsibility will be accepted for monies lost as a consequence of your failure to follow this procedure.

Requests for holidays should be submitted to your line manager.

Where too many employees require the same holiday period, which if granted would impair the efficiency of the business, holidays will be granted on the basis of first come, first served.

At least 4 weeks notice should be given for any holiday over 5 working days.

You must reserve sufficient annual holiday entitlement to cover the non-bank and public days over the Christmas/New Year period, the dates of which will be notified to you in advance each year.

Should you fall sick prior to or during pre-booked annual holidays there is no entitlement to take those holidays on another occasion unless the Sickness Notification Procedure has been followed and a Statement of Fitness for Work or a medical certificate is provided.

Holiday entitlement will continue to accrue during periods of Maternity, Adoption, Paternity, Shared Parental, Parental leave, Neonatal and Bereaved Partner's Paternity leave.

During your notice period the Company reserves the right to decide on the dates on which some or all of your outstanding holiday entitlement may be taken.

The content of these clauses does not affect your statutory holiday entitlement under the Working Time Regulations 1998 (as amended).

## Sickness

### Notification Procedure

You are required to telephone a Manager on the first day of sickness absence, stating why you are absent, and when you expect to return. If your absence continues, you must contact them regularly to update on your continuing absence.

You must provide the appropriate documents as referred to below at the relevant times, and complete any absence recording documentation as required on your return to work.

Please note that personal contact is required at all times when contacting the Company. The sending of text messages, WhatsApp messages, email or notification by social media will not be accepted as valid notification.

Failure to notify the Company as set out may result in disciplinary action being taken.

### Notification of Infectious Diseases

You must notify the Company if you are suffering from or have symptoms of a notifiable infectious disease, e.g. mumps, measles, or food poisoning, or where you have been in close contact with someone with such an illness. Where you have been off work with this type of illness, you must contact the Company and your G.P. prior to returning to work to ensure that it is safe to do so.

### Documenting Periods of Absence

You should produce the following written evidence of absence and ensure that appropriate documents are provided for the whole of your absence:

- Self-Certificate -
  - for absence of up to and including 7 calendar days.
- Statement of Fitness for Work -
  - for absence of more than 7 calendar days; or,
  - when requested, where more than 3 periods of self-certificated absence occur in any 12 month period (this may have to be obtained at your own expense); or,
  - for absence before or following an annual or bank or public holiday.

You should forward the relevant documents and any correspondence to a Manager as soon as possible. Failure to do so may result in sick pay being delayed or withheld, and action under the Disciplinary Procedure being taken.

Where your G.P. or medical advisor has issued a Statement of Fitness for Work indicating you may be fit for some work, you must notify a Manager at the earliest opportunity so that a return to work may be considered.

The Company reserves the right to require you to undertake a medical examination by a medical practitioner and/or specialist of the Company's choice, and/or to seek a report from your G.P.

Where the Company wishes to seek a report from your G.P., you have rights under legislation. A summary of these rights is included later in this Handbook, under 'Access to Medical Reports'.

### Activity During Sickness Absence

If you have been absent due to sickness and are found not to have been genuinely ill, you may be subject to action under the disciplinary procedure, which could include dismissal. In addition, we will take a serious view if you are found to be undertaking any activity during sickness absence which we reasonably believe is inconsistent with being incapable of work at that time despite the presence of an illness, injury or medical condition. Disciplinary action will be taken in this instance.

### Statutory Sick Pay

Statutory Sick Pay (SSP) will be paid when you are absent from work due to sickness, provided that you have complied with the requirements and conditions attached to its payment.

### When SSP is Payable

Payment of SSP starts from your first full day of sickness and continues for as long as you are absent provided your eligibility remains in place, up to a maximum of 28 weeks in any one period of sickness. SSP will be paid from the first full day of absence where the periods are linked.

SSP is paid at the rate currently applicable, via the same method as normal earnings.

The qualifying days for Statutory Sick Pay purposes are your normal working days.

### When SSP is not Payable

SSP is not payable in certain circumstances, the principal ones being:

if you have failed to follow the sickness notification procedure;

if your employment has terminated;

where other statutory payments are being paid to you, for example, statutory maternity or paternity pay;

for days on which you do not normally work, for example if you work Monday to Friday and not at weekends, SSP will normally apply to those 5 days only.

The rules on SSP are very complex and you should not hesitate to raise any query you may have with the Company.

### Return to Work Interviews

Having regard to its duty of care to its employees, the Company will complete a return to work interview after any sickness absence. This will ensure that you are fit for work and will explore whether you anticipate any further absence relating to your illness. This will also give you an opportunity to discuss any concerns you may have regarding your illness with your Manager.

# Long Term Sickness Absence

## Definition

If you are absent for four or more consecutive weeks this will be deemed to be a long term sickness absence. Frequent short term periods of absence connected to an underlying medical condition may also be regarded as long term absence. The Company takes a sympathetic view about long term health problems and will provide a supportive approach to you in such circumstances. It is however important for you to maintain weekly contact with your Line Manager during this time.

## Welfare Meeting

If your absence continues into the consecutive 5<sup>th</sup> week a welfare meeting will be arranged between you and your Line Manager. A welfare meeting may be arranged prior to this at the Company's discretion. This meeting will normally be held on site or at your home. However, depending upon individual circumstances, consideration will be given to having the meeting at an alternative location as agreed by you and Management.

Should it be necessary to hold the meeting at your home then the privacy of other persons living at the address will be respected. For you to obtain the correct support from the Company, it would be beneficial if the meeting is held in a room without distraction.

The purpose of the meeting is to:

- Discuss the nature of your illness; whether any formal diagnosis has been made, if so when and whether you have any previous history
- Discuss how your recovery is progressing and whether there is any indication of a likely return to work date
- Discuss any concerns that you may have about your absence from work
- Review any support that can be provided to assist your return to work
- If your absence is likely to be on-going, discuss obtaining a confidential medical report
- Arrange the date of the next welfare visit (if applicable), which could be once a month, depending on the circumstances
- Answer any questions you or the Company may have regarding your absence.

## GP / SPECIALIST Medical Report

The Company maintain the right (subject to your consent) to contact your GP or consultant to obtain a confidential medical report, paid for by the Company in order to obtain a qualified medical opinion regarding:

- The reason for and the likely duration of the absence
- When you will be able to return to work and whether the problem will reoccur
- What, if any, treatment is being prescribed
- Whether you can carry out all the duties of the job; and
- If a return to work is likely, then what, if any, adjustments should be made to assist you.

The medical report will enable the Company to understand your illness/condition better and will assist with both the short and long term prognosis so the Company can work with you to facilitate your safe and supported return to work.

They will also aid the Company in planning workloads and obtaining relevant cover if needed.

Usually medical reports are obtained during a period of long-term absence. Occasionally however, the Company may suggest obtaining a medical report, even though you may be attending work. Examples of this are where there are capability issues; frequent short term absence; sickness absence due to you suffering from drug or alcohol abuse; mental health issues including stress, or if there are known medical conditions, as it may be beneficial to both you and the Company to have a clearer understanding of any constraints or restrictions you may have, in conducting your day to day duties.

#### [Obtaining your consent](#)

Where the Company wishes to obtain a medical report you will be asked for your written consent and have certain rights under the Access to Medical Reports Act 1988. You will be advised in detail of these rights in writing at the time your consent is sought.

#### [Independent Medical Practitioner Report](#)

If so recommended by your GP or medical specialist, or if considered to be necessary by the Company, you may be required to attend a medical examination / assessment with an independent medical practitioner such as an Occupational Health consultant who will provide the Company with a confidential report, which will be shared with you. Occupational Health specialise in assessing the impact of an employee's work on their health, whether they are fit for the work that they do and what steps, if any, would assist the employee in returning to work. Should you be referred, this will be paid for by the Company and in such event the Company will contact you and arrange a relevant time for the consultation to take place. It is a contractual requirement that you attend such a medical examination / participate in the assessment and if you refuse to comply with this requirement you will be in breach of your Contract of Employment. Furthermore, in such circumstances any decision on action to be taken will be made in the absence of relevant medical evidence which could disadvantage you and jeopardise your employment with the Company.

- Should you indicate that you do not wish to see the report before the Company, you still have the right to write to the Doctor/Specialist, if the report has not been provided to the Company, and have 21 days to contact the Doctor/Specialist regarding arrangements to see the report. You also have the right to ask the Doctor/Specialist for a copy of the report for up to 6 months after it has been supplied. (There may be a charge for this.)
- You may ask the Doctor/Specialist to amend any part of the report which you consider to be incorrect or misleading. If the Doctor/Specialist is not in agreement, they may attach a statement of your views with the report. If the Doctor/Specialist thinks that you or others would be harmed by the report, or any part of the report, it can be withheld from you.

### Review of Medical Report

On receipt, the medical report received from your GP, Specialist or Occupational Health practitioner will be discussed with you at a pre-arranged welfare meeting and where possible you are expected to attend such meetings. In the event that you are not able to attend, you should notify your Line Manager in advance to that suitable alternative arrangements can be put in place. In light of the medical report, consideration will be given as to how the Company can best support you back to work. This may include adjustments to workload / working hours to support your return to work. The Company may also examine any alternative roles that may be available and more appropriate for you in both the short and long term.

You should co-operate at all stages, including the implementation of any rehabilitation measures, as a refusal to co-operate could affect your future prospects of employment.

Where no return to work date can be identified and your long term sickness absence continues, further welfare meetings will be scheduled with you as appropriate and further confidential medical reports may be requested to obtain an updated prognosis on the health issue causing your continued incapacity for work.

### Holiday Entitlement on Long-term Sickness Absence

If you are on long-term sick leave the Company encourages you to nominate to take some or all of your accrued holidays while on long-term sick leave as a means of providing additional income to you. You should obtain your Line Manager approval in advance of all holiday dates whilst on long-term sickness absence.

### Disability

If you have a disability or become disabled within the meaning of the Equality Act 2010, prior to any return to work or if you are currently attending work, the Company will consider making reasonable adjustments to your job to accommodate your short or long term requirements. This will be decided in conjunction with a medical report from an Occupational Health consultant and / or your GP or specialist medical services. If reasonable adjustments or alternative employment are not viable options and / or there is no likelihood of a return to work in the near future, a decision to end your employment may be the outcome.

### Extended Absence

Where you are persistently off work through ill-health or long term injury or incapacity and if reasonable adjustments or alternative employment are not viable options and / or there is no likelihood of a return to work in the near future, your employment with the Company may be reviewed and the termination of your employment on grounds of medical capability may have to be considered.

No decision will be made that could affect your employment without careful consideration of all the circumstances and without:

- Full consultation with you
- Medical investigation
- Consideration of alternative employment or workplace adjustments

In advance of any decision regarding your continued employment you will be invited to attend a formal medical capability review meeting. You will receive reasonable notice of the meeting and be permitted to be accompanied by a work colleague or an accredited trade union representative.

The outcome of the review will be determined on a case by case basis taking into account the individual circumstances. If the outcome results in your dismissal you will receive written confirmation of the decision taken, including the reasons for the decision taken. You will have the right of appeal against the decision taken. If you wish to appeal you should do so in writing within 5 working days of receipt of the letter confirming the decision.

#### Short and Long Term Absence Recording and Monitoring

Self-certification Absence forms; Return to Work forms; fit notes and any medical reports obtained from your GP, Consultant or Occupational Health will be treated as confidential, sensitive personal data under the Data Protection Act and will be retained on your personnel file, along with any signed consent forms for medical information.

All periods of absence; sickness and any other absences (e.g. GP / dental appointments; time off for dependents; compassionate leave; parental leave; time off for public duties / jury service) will be recorded on the Company's Attendance Record, to give an overview of your attendance record at any time.

## Access to Medical Reports

In certain circumstances it may be necessary for the Company to obtain a medical report from your Doctor, Specialist or Occupational Health Provider in order to establish:

- the reason for and likely duration of absence;
- when you will be able to return to work, and whether the problem will recur;
- what, if any, treatment is being prescribed;
- whether you can carry out all the duties of the job, and;
- what, if any, reasonable adjustments are recommended.

This will enable the Company to plan workloads. It is in the interests of both yourself and the Company to establish, with the benefit of expert medical opinion, your ability to work. You have certain rights under the Access to Medical Reports Act 1988.

Your Doctor, Specialist or Occupational Health Provider cannot submit the report to the Company without your consent. You may withhold consent to the report being sought or can request to see the report prior to it being forwarded to the Company.

If you indicate that you wish to see the report in advance, the Company will inform you when the Doctor, Specialist or Occupational Health Provider has been written to, and the Doctor, Specialist or Occupational Health Provider will also be notified that you wish to see the report. You then have 21 days to contact the Doctor, Specialist or Occupational Health Provider regarding arrangements to see the report.

Should you indicate that you do not wish to see the report before the Company, you still have the right to write to the Doctor, Specialist or Occupational Health Provider if the report has not been provided to the Company, and you have 21 days to contact the Doctor, Specialist or Occupational Health Provider regarding arrangements to see the report. You have the right to ask the Doctor, Specialist or Occupational Health Provider for a copy of the report for up to 6 months after it has been supplied. There may be a charge for this.

You may ask the Doctor, Specialist or Occupational Health Provider to amend any part of the report which you consider to be incorrect or misleading. If the Doctor, Specialist or Occupational Health Provider is not in agreement, you may attach a statement of your views with the report. If the Doctor, Specialist or Occupational Health Provider thinks that you or others would be harmed by the report, or any part of the report, it can be withheld from you.

No decision will be made that could affect your employment without careful consideration of all the circumstances.

Where the Company wishes to obtain a medical report, you will be asked for your written consent. Should you withhold such consent the Company will take a decision regarding your continuing employment without the benefit of medical opinion.

## General Terms and Conditions

### Personal Details

At the commencement of your employment you will have provided us with various personal details. You must notify the Company immediately of any change, e.g. name, address, telephone number, next of kin, bank details etc.

It is in your interest to notify us of any such changes. The Company will not be responsible for any issues arising out of your failure to notify changes in your personal details.

You are required to provide a personal contact number which the Company can contact you on during working hours. It is your responsibility to ensure that your mobile phone is kept charged and switched on while you are working in order for the Company to contact you when necessary, in line with business needs.

### Other Employment

- If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from such employment i.e. working time legislation, health and safety issues, conflict of interest.
- You may not under any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work.

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation.

You may not under any circumstances, whether directly or indirectly, undertake any other duties of whatever kind during your hours of work.

### Employees' Property and Lost Property

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to your line manager who will retain them whilst attempts are made to discover the owner.

### Parking

Where parking facilities have been made available to you on our premises you must ensure that you observe all of our traffic requirements e.g. speed limits, etc. To avoid congestion, all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to private vehicles, however it may be caused.

### Mail

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

### Friends and Relatives Contact

Visitors are not allowed on to the premises at any time without prior authority.

### Buying or Selling of Goods

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours.

### Collections from Employees

Unless specific authorisation is given by your line manager, no collections of any kind are allowed on our premises.

### Client Relations

Our business involves the provision of services to clients and some of our employees are employed to perform work on behalf of those clients, sometimes on the client's own premises. Due to this relationship, our clients may, on rare occasions, require that such an employee be removed from a job in accordance with their contract with us. In such circumstances we will investigate the reasons for such requests. However, if our client maintains their stance we will take all reasonable steps to ensure that alternative work is provided. If this is not possible we may have no alternative but to terminate such an individual's employment. This procedure is separate from any concurrent disciplinary matter that may need to be addressed.

### Behaviour at Work

You should behave with civility towards fellow employees, and no rudeness will be permitted towards clients or members of the public. Objectionable or insulting behaviour or bad language will render you liable to disciplinary action.

You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.

Any involvement in activities which could be construed as being in competition with us is not allowed.

### Client / Customer Premises

If you work on one of our client sites, you are required to observe the client's rules and regulations as notified to you. Your employment is also conditional upon continued approval of the client for you to be onsite. In the event that the client withdraws its approval on grounds of unsuitability rather than for breach of rules, the Company will endeavour to offer you an alternative position where possible. In cases where this is not possible, or where client approval is withdrawn in consequence of a breach of rules, dismissal may occur after appropriate investigation.

### Confidentiality

You must not disclose any trade secrets or other information of a confidential nature relating to the Company or its business, or in respect of any obligation of confidence which the Company owes to any third party, during or after your employment, except in the proper course of your employment or as required by law.

Any documents or tangible items which belong to the Company or which contain any confidential information must not be removed from the Company's premises at any time without proper authorisation, and must be returned to the Company upon request and, in any event, upon the termination of your employment.

If requested by the Company, all confidential information, other documents and tangible items which contain or refer to any confidential information, and which are in your possession or under your control, must be deleted or destroyed.

The above makes up part of your contractual terms and conditions.

### Clear Desks

You must clear your desk of all personal, sensitive or confidential information at the end of each working day. Files and removable media containing personal, sensitive or confidential information must be locked away securely in desk pedestals, lockers or filing cabinets at all times, other than when in use by employees. You must make all efforts to keep this information secure and to ensure it is not readily accessible to non-authorised staff. You must dispose of personal, sensitive or confidential information securely using the confidential waste bins.

### Company Property and Copyright

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

### Statements to the Media

Any statements to reporters from newspapers, radio, television, etc. in relation to our business must be given only by the town clerk.

### Inventions and Discovery

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:

- in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
- outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and,
- during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

### Rights of Search

The Company wants to safeguard you and our property and equipment. To achieve this, the Company may carry out searches on its premises, including Company vehicles, if it has reasonable grounds for suspecting that you or another individual may have committed a criminal offence, or any serious breach of contract or Company rules. The Company, with consent, shall:

- search any employee (outer clothes only);
- search employee property;
- search the contents of parcels entering or leaving the premises;
- any vehicle used by an employee in the course of their employment;
- search lockers;
- search workstations including desk drawers.

Searches will be conducted in the presence of at least one witness chosen by you and the Company.

Searches of employees shall be carried out in private.

You can refuse to give consent. However, an unreasonable refusal to consent when requested may be viewed as misconduct and may lead to disciplinary action, up to and including dismissal, being taken against you.

If you refuse to be searched you will be required to remain in the presence of a Senior Manager whilst awaiting the Police.

The Company reserves the right to search your work space without prior notice to you where it has reasonable grounds to suspect you have committed a criminal offence or a breach of contract or any of its rules.

Any employee found with property that does not belong to them, and for which they cannot satisfactorily account, may be subject to the disciplinary action, up to and including dismissal.

## Pregnancy and Maternity Rights

You have certain statutory rights if you are pregnant. These are addressed below.

The rules on pregnancy and maternity are very complex and any query should be raised with the Company.

### Antenatal Care

You are entitled to reasonable time off work with pay to attend antenatal appointments made on the advice of a registered medical practitioner, registered midwife or registered health worker. If requested, you must provide a certificate of pregnancy and an appointment card.

### Maternity Risk Assessment

The Management of Health and Safety at Work Regulations 1999 (MHSWR) require employers to carry out suitable and sufficient risk assessments when considering the health and safety of all employees at work, and then to take steps to ensure that those risks are avoided.

However, there are more specific regulations that need to be taken into account for new or expectant mothers. The purpose of an initial assessment is to identify:

- the presence of any females of potential child-bearing age (these females will usually be employees but may also be visitors, contractors (e.g. cleaners) or volunteers);
- which work activities and/or areas of the workplace may pose a risk of harm to female employees and therefore warrant a full risk assessment.

These activities, and any actions taken, should be recorded.

Employers are only required to take action specifically to protect a pregnant worker when they have been advised in writing that the employee is pregnant, has given birth in the last six months, or is breastfeeding.

### Maternity Leave

If you stop work no earlier than the 11<sup>th</sup> week before the Expected Week of Childbirth (EWC), and you meet the following conditions, you are entitled to 52 weeks' Maternity Leave. To comply, you must notify the Company in writing as soon as possible or by the 15<sup>th</sup> week before the EWC, unless that is not reasonably practicable, of the following:

- that you are pregnant, by submitting a MAT B1 form;
- the EWC;
- the date on which you intend your Ordinary Maternity Leave (OML) to start, and;
- if requested, provide medical evidence of the EWC.

The Company will confirm to you in writing the date upon which your 52 week Maternity Leave period will end.

You are legally prohibited from working during the two weeks immediately after the birth or for four weeks if you are a factory worker. This is known as the Compulsory Maternity Leave period and is considered part of the Maternity Leave period.

If you give birth before your intended Maternity Leave start date, your Maternity Leave will start automatically on the day after the birth of the child.

During the 52 week Maternity Leave period all contractual benefits except for your pay will be maintained as if you were not absent.

If you wish to return to work before the end of the 52 week period of Maternity Leave you must give at least 8 weeks' notice of your intended date of return.

If you decide to return to work early, and this is at the end of the first 26 week period known as Ordinary Maternity Leave (OML), you are entitled to return to the job you were in before your absence. If you return to work either during or at the end of the second period of 26 weeks' known as Additional Maternity Leave (AML), you may be able to return to your original job, or another job which is suitable and appropriate.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

### Keeping in Touch (KIT) Days

During Maternity Leave, you are entitled to up to 10 Keeping in Touch (KIT) Days. These are days when you may work for the Company without bringing your Maternity Leave to an end. Work can be any work under your contract of employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Working up to 10 KIT days will have no effect on any entitlement to Statutory Maternity Pay. KIT days do not act to extend your period of Maternity Leave.

Any payment for these days will depend on the type of work, training or activity and will be agreed between you and the Company. For further details please refer to management.

### Holidays

Holiday entitlement will be accrued throughout your maternity leave at your normal rate. If you return to work after Maternity Leave, your holiday entitlement will continue to accrue as normal.

Annual leave can be taken either before Maternity Leave starts, at the end of your Maternity Leave, or within the annual leave year once you have returned to work, wherever possible.

You must have prior approval and authorisation for when these holidays can be taken.

### Statutory Maternity Pay (SMP)

You will receive Statutory Maternity Pay (SMP) during your Maternity Leave in accordance with the statutory provisions, provided you meet the qualifying criteria. You must therefore:

- have been continuously employed for at least 26 weeks ending with the 15<sup>th</sup> week before the Expected Week of Childbirth (EWC);
- have average weekly earnings of not less than the figure set by the Government for the payment of National Insurance contributions;
- still be pregnant at the 11<sup>th</sup> week before the EWC or have given birth by that time;
- give at least 28 days' notice in writing of the date that you intend to start your maternity leave;
- provide medical evidence of the EWC.

For the first six weeks SMP is payable at the earnings related rate, equivalent to 90% of earnings, and for the remaining 33 weeks of the pay period at the statutory rate as set by the Government, or 90% of average weekly earnings if this is less than the standard rate. The final 13 weeks of the maximum Maternity Leave period are unpaid.

### Time off to accompany a pregnant woman

Time off to accompany a pregnant woman to an antenatal appointment will be unpaid.

The Company may allow additional time off work to attend further appointments at its absolute discretion. You will not receive payment for this time off.

### Miscarriage

In the event that an employee suffers a miscarriage before 24 weeks of pregnancy, there will no longer be a right to take maternity leave. It may be that an employee needs some time off work in these circumstances and this will usually be taken as sick leave, during which the organisation's sickness absence policy will apply.

If the employee suffers a stillbirth after 24 weeks of pregnancy, entitlement to maternity leave and pay will not be affected and the employee will still be able to take the time off, and receive pay, as planned. Parental bereavement leave is also available for employees who suffer a stillbirth after 24 weeks of pregnancy. More information on this entitlement is available in our separate policy on Parental Bereavement Leave.

## Paternity Leave and Pay

### Introduction

If your partner becomes pregnant or you are jointly adopting a child with another person and have designated yourself as the secondary adopter, you may be entitled to take time off work for various reasons, and this policy explains what your rights are.

### Ante-Natal/Adoption Appointments

You have the right to take time off to accompany your partner to ante-natal appointments or adoption appointments. This applies from the start of your employment.

In relation to a birth, you must be the father of the child; or the husband, civil partner or partner of the mother. An ante-natal appointment is one which has been made on the advice of a registered medical practitioner, nurse or midwife.

In relation to an adoption, you must be adopting the child jointly with another person. If you are a sole adopter, you may have separate rights to time off for appointments.

Under this right, you are entitled to take time off to attend a maximum of 2 ante-natal/adoption appointments, to a maximum of 6.5 hours per appointment. This time is unpaid.

You will need to provide a declaration relating to your eligibility and, amongst other things, state the date and time of the appointment. We have a form you can use for this which is available from Management.

The right applies whether the baby was conceived naturally or via donor insemination.

### Eligibility For Paternity Leave

You must be the father of the child, or be married to, or the civil partner or "partner" of, the child's mother or adopter. "Partner" in relation to a child's mother or adopter means a person, whether of a different sex or the same sex, who lives with the mother, or adopter, and the child in an enduring family relationship but is not a relative of the mother or adopter (a relative is defined as a parent, grandparent, sister, brother, aunt or uncle).

You must have, or expect to have, responsibility for the upbringing of the child.

Only one period of leave is available even if more than one child is born as a result of the same pregnancy or adopted as part of the same arrangement.

### Commencement And Duration Of Leave

Leave may only be taken during the period beginning with the date of the child's birth or placement and ending 52 weeks after that date or, in a case where the child is born before the first day of the expected week of birth, 52 weeks after that day.

Subject to the above, you can choose to begin your leave:

- on the date on which the child is born/placed with the adopter;

- from a specified chosen number of days after the date of the child's birth/placement (whether this is earlier or later than expected); or
- from a specified predetermined date which is later than the first day of the expected week of the child's birth/expected date of placement.

Leave can start on any day of the week and you can choose to take:

- one week of leave
- two consecutive weeks of leave or
- two non-consecutive single weeks of leave.

During paternity leave you are entitled to the benefit of your normal terms and conditions of employment, except wages or salary, and you are bound by any obligations arising under those terms and conditions except in so far as they are inconsistent with the right to paternity leave.

Where possible, you should book and take your annual leave entitlement in the current holiday year. However, if you are unable to take all of your statutory minimum entitlement to annual leave because you were on paternity leave, you are entitled to carry over untaken annual leave into the following leave year.

### Notification Requirements

#### **Birth - Notice of entitlement**

First, you must give us notice of your entitlement to take paternity leave in or before the 15th week before the expected week of the child's birth.

The notice must specify the expected week of birth and must include a signed declaration that:

- you are either the father of the child or married to or the partner of the child's mother, but not the child's father;
- if you are the father, that you have or expect to have responsibility for the upbringing of the child; and
- if you are the mother's husband or partner but not the child's father, the main responsibility (apart from any responsibility of the mother) for the upbringing of the child.

#### **Birth - Notice of leave**

Then, once you have chosen the dates of each occasion of your paternity leave, you are required to give us a further notice, in writing, of:

- when you want your leave to start and
- the length of leave you want to take.

You must also give us a signed declaration that you are taking leave for the purpose of caring for a child or supporting the child's mother.

A form that you can use for this notification is available from Management.

If you want to take leave starting on the date of birth, you need to give us the notice of leave at least 28 days before the first day of the expected week of the child's birth.

If you want to start your leave a number of days after the birth rather than giving an actual date, you need to give us the notice of leave at least 28 days before the day that falls that number of days after the first day of the expected week of birth. For example, if you want to start paternity leave 4 days after the birth of the child, you need to give us the notice of leave 28 days before the 4th day after the first day of the expected week of childbirth.

If you want your leave to start on a predetermined date after the first day of the expected week of the child's birth, you need to give us the notice of leave at least 28 days before that predetermined date.

Where it is not reasonably practicable for you to give notice as set out below, it should be given as soon as is reasonably practicable.

### **Adoption in Great Britain - Notice of entitlement**

First, you must give us notice of your entitlement to take paternity leave no more than seven days after the date on which you were notified of having been matched with a child.

The notice must specify:

- a) the date on which you were notified of having been matched with the child,
- b) the date on which the child is expected to be placed with you or, where the child has already been placed for adoption, the date of placement.

You must also give us a signed declaration that:

- a) you are either married to or the partner of the child's adopter; and
- b) you have, or expect to have, the main responsibility (apart from the responsibility of the adopter) for the upbringing of the child.

### **Adoption in Great Britain - Notice of leave**

Once you have chosen the dates of each occasion of your paternity leave, you are required to give us a further notice, in writing, no more than seven days after the date on which you were notified of having been matched with a child of:

- a) when you want your leave to start and
- b) the length of leave you want to take.

You must also give us a signed declaration that you are taking leave for the purpose of caring for a child or supporting the child's adopter.

Forms that you can use for the various notification requirements are available from your Line Manager.

### **Adoption from overseas – Notice of entitlement**

You must give us notice of your entitlement to take paternity leave within 28 days of the date of the official notification. Where the 28-day period expires before the start of your employment, you must give us notice of your entitlement as soon as reasonably practicable.

The notice must specify:

- a) the date the child's main adopter received official notification of the adoption and
- b) the date on which the child is expected to enter Great Britain, or if they have already entered Great Britain, the date they entered.

You must also give us a signed declaration that:

- a) you are either married to or the partner of the child's main adopter;
- b) you have, or expect to have, responsibility (apart from the responsibility of the main adopter) for the upbringing of the child; and
- c) the child's main adopter has received an official notification of the adoption.

### **Adoption from overseas - Notice of leave**

Once you have chosen the dates of each occasion of your paternity leave, you are required to give us a further notice, in writing, at least 28 days before you want your paternity leave to start confirming:

- a) when you want your leave to start and
- b) the length of leave you want to take.

You must also give us a signed declaration that you are taking leave for the purpose of caring for the child or the child's main adopter.

Forms that you can use for the various notification requirements are available from your Line Manager.

### **Changing your mind about dates of leave – birth and adoption**

You may change your mind about the date on which you want your leave to start or end, or cancel the period of leave chosen, providing you notify us in writing. The notice must be given by whichever is the earlier of at least 28 days before the original date of leave or the new date of leave, unless this is not reasonably practicable. If you give us notice to vary a period of paternity leave, you must also give us a signed declaration as to the purpose of the absence.

### **Required changes to dates of leave – birth and adoption**

If you have chosen to start a period of paternity leave on a particular predetermined date, and the child has not been born/is not placed with the adopter on or before that date, you must change the date you want paternity leave to start and give us notice of the new date. This notice must contain a signed declaration as to the purpose of the absence.

### **Telling us the date of birth/placement**

You must give us a further notice, in writing, as soon as is reasonably practicable after the child's birth or placement for adoption, of the date on which the child was born or placed, if the date of placement was not provided in the notice of intention to take paternity leave.

### **Paternity Pay**

You may be entitled to Statutory Paternity Pay (SPP) if you meet the eligibility criteria.

### **Eligibility**

You will qualify for SPP if you meet the following criteria:

- you have been continuously employed with us for at least 26 weeks' continuing into the 15th week before the week the baby is due/the week in which you were notified of having been matched with a child and remain employed by us at the date of birth/placement.
- your average weekly earnings are not less than the lower earnings limit relevant for National Insurance purposes.

- you have the prescribed relationship with the child and the mother/adopter.
- you intend at the start of the paternity pay period to care for the child or support the mother.

### **Length of Pay Period**

The paternity pay period is a maximum of 2 weeks to be payable for the duration of your paternity leave.

### **Amount of Payment**

Payment will be made at the standard rate for the duration of paternity leave. Your line manager will confirm the rate of pay to you.

### [Returning To Work](#)

If you return to work following an isolated period of paternity leave; or a period of parental leave of no more than four weeks, you are entitled to return to the job in which you were employed before the absence. In addition, seniority, pension and similar rights should be as they would have been had the absence not occurred, and other terms and conditions should not be less favourable than those which would have applied had the absence not occurred.

### [Shared Parental Leave](#)

You may be entitled to take shared parental leave if both you and your partner meet the eligibility criteria. Shared parental leave enables you and your partner to divide almost a year's leave between you after the child is born/adopted and gives you more flexibility over who will take leave and when. If you choose to take shared parental leave, you are still entitled to take paternity leave.

If you would like more information on shared parental leave, please speak with your line manager.

### [Bereaved Partner's Paternity Leave](#)

You may be entitled to take bereaved partner's paternity leave if you are the father of a child whose mother has died, or you are the spouse, civil partner or partner of a child's primary carer who has died. For details on your entitlement to time off and support available, please speak with your line manager.

## **Bereaved Partner's Paternity Leave**

Eligible employees have a statutory right to bereaved partner's paternity leave from day one of employment in circumstances where a child's primary carer dies. This policy explains your rights to time off and other support offered. Employees will not be subject to detriment for taking bereaved partner's paternity leave.

### [Eligibility for Bereaved Partner's Paternity Leave](#)

In a birth case, you may be entitled to take leave if the child's mother has died and you are the father of a child or you are not the child's father but, immediately before the death of the child's mother, was married to, or was the civil partner or the partner of, the child's mother.

In an adoption case, you may be entitled to take leave if you were married to, or were the civil partner or the partner of, the child's adopter on the date on which the child was placed for adoption or immediately before the death of the child's adopter. In an overseas adoption case, you must have been married to, or the civil partner or the partner of, the child's adopter on the date on which the child's adopter received the official notification, or immediately before the death of the child's adopter.

In a parental order case, you may be entitled to take leave if you were married to, or were the civil partner or the partner of, the child's primary parental order parent on the date on which the child was born, or immediately before the death of the child's primary parental order parent.

You must have main responsibility for the upbringing of the child and the purpose of the leave must be to care for the child.

#### Commencement and duration of leave

Eligible employees may take a single period of up to 52 weeks' leave.

Leave can only be taken after the bereavement date and within the 52-week paternity leave eligibility period, which begins from either:

- a) The day after the child is born; or
- b) The day after the child is placed for adoption (for adoption in Great Britain); or
- c) The day after the child enters Great Britain (for overseas adoption).

Where the bereavement date occurs within the last two weeks of the paternity leave eligibility period, the eligibility period will be extended and you will be entitled to a maximum of two weeks' leave.

During bereaved partner's paternity leave you are entitled to the benefit of your normal terms and conditions of employment, except wages/salary, and you are bound by any obligations arising under those terms and conditions except in so far as they are inconsistent with the right to bereaved partner's paternity leave.

Where possible, you should book and take your annual leave entitlement in the current holiday year. However, if you are unable to take all your statutory minimum entitlement to annual leave because you were on bereaved partner's paternity leave, you are entitled to carry over untaken annual leave into the following leave year.

#### Pay during Bereaved Partner's Paternity Leave

Time off for bereaved partner's paternity leave is unpaid.

#### Notification requirements

You must give notice of your intention to take bereaved partner's paternity leave.

If you wish to start the leave within the first eight weeks following the bereavement date, you must give us notice before you are due to start work on your first day of absence. You can give notice orally or in writing.

The notice must set out:

- a) The bereavement date
- b) The date you want your leave to start
- c) The date on which either the child was born, placed for adoption, or entered Great Britain for adoption.

If you wish to start the leave after the initial eight week period following the bereavement date, you must give us at least one week's notice in writing.

This must include the information set out in a) to c) above under Notification Requirements in addition to:

- a) The date you intend to return to work
- b) A declaration that the leave will be for the purpose of caring for the child and that the child's mother or main adopter has died
- c) A declaration that you have an eligible relationship with the mother or main adopter.

If you start your leave within eight weeks of the bereavement date, and you give us notice of your intention to take leave orally, you must also give us notice in writing of the date you intend to return to work. If your intended return date is more than eight weeks following the bereavement date, the written notice must also include the above declarations. You must give us the written notice no more than eight weeks after the bereavement date and at least one week before your intended return date.

A form that you can use for this purpose is available from your Line Manager.

#### [Changing your mind about your leave start date](#)

You may change your mind about the date you want your leave to start, provided you notify us.

If you intended to start the leave within the first eight weeks following the bereavement date, you must give us notice that you wish to vary the start date of your leave before the last notified leave start date and, where the new leave start date is no more than eight weeks after the bereavement date, before the new leave start date. Where the new leave start date is more than eight weeks after the bereavement date, you must give us notice before the last notified leave start date and at least one week before the new leave start date.

If you intended to start the leave more than eight weeks following the bereavement date, you must give us notice that you wish to vary the start date of your leave at least one week before the last notified leave start date and at least one week before the new leave start date.

Where the new leave start date is no more than eight weeks after the bereavement date, you can give the notice orally or in writing. Where the new leave start date is more than eight weeks after the bereavement date, you must give us notice in writing.

#### [Cancelling your leave](#)

You may cancel your leave by giving us notice in writing.

Where the last notified leave start date is no more than eight weeks after the bereavement date, you must give us notice that you wish to cancel your leave before that date.

Where the last notified leave start date is more than eight weeks after the bereavement date, you must give us notice that you wish to cancel your leave at least one week before that date.

#### [Changing your mind about your return to work date](#)

You may change your intended return date by giving us notice of your new intended return date in writing.

Where the last notified intended return date is no more than eight weeks after the bereavement date, you must give us the notice at least one week before that last notified intended return date and at least one week before the new intended return date.

Where the last notified intended return date is more than eight weeks after the bereavement date, you must give us the notice at least eight weeks before that last notified intended return date and at least eight weeks before the new intended return date.

#### Postponing your return to work

If you want to return to work but haven't notified us as set out above, we may postpone your return to work to a date when you would have returned if you had followed the notice requirements. We will always give you notice in writing of the postponement.

We will not postpone your return to work past the end of the paternity leave eligibility period.

If we postpone your return to work, you will not be entitled to your usual remuneration until the date set out in the notice of postponement if you return to work before that date. This will apply unless we have revoked the notice of postponement in writing.

#### Entitlement to leave when the purpose of caring for the child cannot be met

You may still be entitled to leave where you would be eligible but for a 'relevant event' happening. These events are:

- a) The death of the child
- b) The child being returned after being placed for adoption
- c) The child ceasing to live with you (overseas adoption).

In these circumstances, you are entitled to take bereaved partner's paternity leave until the earliest of:

- a) Eight weeks following the end of the week the relevant event occurred in, or
- b) The end of the 52-week paternity leave eligibility period.

Where this situation arises, in addition to following the notification requirements set out above, you must inform us of the date and nature of the relevant event before your first day of bereaved partner's paternity leave following the relevant event. You can do this orally or in writing. We will not postpone your return to work past the end of the paternity leave eligibility period.

#### Keeping in touch days

You may by mutual agreement, work for up to 10 days' during your leave.

For this purpose any work carried out on any day, even just an hour's work, is deemed to constitute "a day's work". Any days' work done under this provision will not have the effect of extending the total duration of the bereaved partner's paternity leave period.

Payment in respect of these 'keeping in touch' days will be agreed beforehand.

#### Returning to work

If you return to work after a period of 26 weeks or less of bereaved partner's paternity leave, you are entitled to return to the same job, with the same terms and conditions, in which you were employed before your absence.

If you return to work after a period of more than 26 weeks' bereaved partner's paternity leave, you are entitled to return to the same job in which you were employed before your absence or, if that is not reasonably practicable, to another job which is both suitable and appropriate for you in the circumstances on terms no less favourable. Your manager will explain how this affects you based on your individual circumstances.

#### [Employee Assistance Programme](#)

We recognise that bereavement can be an incredibly distressing experience and we are committed to providing support to you.

We would like to remind you that you have access to a 24-hour telephone counselling service and we would like to encourage you to use it if you feel you would like to talk to someone about your situation. The service can be accessed by (insert details of EAP).

As part of our Employee Assistance Programme, you also have access to an online wellbeing tool, Wisdom AI, which you can use to find fast answers to any wellbeing questions you have. You can access Wisdom AI at any time via the Health Assured portal. The link in the menu bar will take you directly to the Wisdom AI homepage, where you can ask your question. More details of this service are available from (Manager).

#### [Other related policies](#)

For more information on time off in relation to your children, please read our policies on parental leave and parental bereavement leave.

#### [Use of Bereaved Partner's Paternity Leave](#)

Employees who take time off under this policy for reasons other than those for which the statutory right to bereaved partner's paternity leave is intended may be subject to investigation and subsequent disciplinary proceedings..

## Adoption Leave and Pay

#### [Adoption Appointments](#)

If you have been notified by an approved adoption agency that a child is being or is expected to be placed with you for adoption, you may take paid time off work to attend up to 5 adoption appointments arranged or requested by the agency ahead of the placement of the child.

If you are jointly adopting a child, the primary/main adopter (i.e. the employee electing to take Adoption Leave) may take paid time off work to attend up to 5 appointments and the secondary adopter may take unpaid time off work to attend up to 2 appointments.

If you are the secondary adopter, you may at the Company's discretion receive payment for this time off.

The purpose of the appointment must be to have contact with the child or for any other purpose connected to the adoption.

The maximum time off work permitted per appointment is 6.5 hours.

The Company may allow additional time off work to attend further appointments at its absolute discretion. You may at the Company's discretion receive payment for this time off.

If requested, you must provide a declaration confirming the appointment is in connection with the adoption, has been arranged or requested by the adoption agency, and an appointment card.

### Adoption Leave

If you are adopting a child and you meet certain qualifying conditions you have the right to take 52 weeks' Adoption Leave.

Employees may be eligible for Adoption Leave if they:

- have been notified by an approved adoption agency that they have been matched with a child and have confirmed the placement with the agency; or,
- are or expect to be the parent of a child under a parental order; or,
- are local authority parents who are prospective adopters.

You must notify the Company of your intention to take Adoption Leave within 7 days of being notified that you have been matched with a child for adoption. Your notification should include the date on which the child is expected to be placed with you for adoption, when you wish your adoption leave to start and how much leave you wish to take. You may be asked to provide documentary evidence of the match from the adoption agency.

You may commence your Adoption Leave from the date of the placement of the child or at any time within 14 days prior to the placement. You can change the start date by giving 28 days' notice prior to the original commencement date. Adoption Leave cannot start after the date on which the child is placed with you for adoption.

The qualifying conditions are slightly different if you are adopting a child from abroad. If you are considering adopting a child from abroad please seek further information from your line manager.

During the 52 week Adoption Leave period all contractual benefits except for your pay will be maintained as if you were not absent.

If you wish to return to work before the end of the 52 week period of Adoption Leave you must give at least 8 weeks' notice of your intended date of return.

If you decide to return to work early and this is at the end of the first 26 week period known as Ordinary Adoption Leave you are entitled to return to the job you were in before your absence. If you return to work either during or at the end of the second period of 26 weeks known as Additional Adoption Leave, you may be able to return to your original job, or another job which is suitable and appropriate.

### Keeping in Touch (KIT) Days

During Adoption Leave, you are entitled to up to 10 Keeping in Touch (KIT) Days. These are days when you may work for the Company without bringing your Adoption Leave to an end. Work can be any work under your contract of employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Working up to 10 KIT days will have no effect on any entitlement to Statutory Adoption Pay. KIT days do not act to extend your period of Adoption Leave.

Any payment for these days will depend on the type of work, training or activity and will be agreed between you and the Company. For further details please refer to management.

### Statutory Adoption Pay (SAP)

You will receive Statutory Adoption Pay (SAP) during your Adoption Leave in accordance with the statutory provisions provided you meet the qualifying criteria. You must therefore:

- have been continuously employed for at least 26 weeks ending with the date you are matched with a child;
- have average weekly earnings of not less than the figure set by the Government for the payment of National Insurance contributions;
- have met the notification requirements set out above in relation to taking Adoption Leave;
- have provided the Company with evidence of the adoption.

SAP is payable for up to 39 weeks. For the first six weeks SAP is payable at the earnings related rate, equivalent to 90% of earnings, and for the remaining 33 weeks at the statutory rate as set by the Government, or 90% of average weekly earnings if this is less than the standard rate. The final 13 weeks of the maximum Adoption Leave period are unpaid.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

## Shared Parental Leave and Pay

You and your spouse, partner or child's other parent may be eligible to share up to 50 weeks' Shared Parental Leave (SPL) provided you both meet certain eligibility criteria.

SPL allows working parents to take up to 50 weeks' leave between them in order to care for their child. They may take leave at the same or different times, once the mother or primary adopter has notified their employer of their intention to end their Maternity or Adoption Leave period.

Leave can be taken in a continuous block or over a number of discontinuous periods.

You may also be eligible to receive Shared Parental Pay for the remainder of the Maternity or Adoption pay period to a maximum of 37 weeks provided you meet the qualifying criteria.

The rules on Shared Parental Leave are very complex. If you are considering requesting Shared Parental Leave you should discuss this with your line manager in order for the rules on eligibility, notification and your entitlements to be discussed in more detail.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

### Shared Parental Leave in Touch (SPLIT) days

During Shared Parental Leave, you are entitled to up to 20 Shared Parental Leave in Touch (SPLIT) days. These are days when you may work for the Company without bringing your Shared Parental Leave to an end. Work can be any work under your contract of employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Working up to 20 SPLIT days will have no effect on any entitlement to Statutory Shared Parental Pay. SPLIT days do not act to extend your period of Shared Parental Leave.

Any payment for these days will depend on the type of work, training or activity and will be agreed between you and the Company. For further details please refer to management.

## Parental Leave and Pay

If you are the parent or adoptive parent of a child or have or expect to have parental responsibility for a child, you are entitled to take up to 18 weeks' unpaid Ordinary Parental Leave for the purpose of caring for a child, up to the child's 18<sup>th</sup> birthday.

Leave must be taken in a minimum of 1 week blocks, except for where a child is disabled, then leave may be taken as single days or multiples of 1 day. Parental Leave is limited to a maximum of 4 weeks in any year for each child.

At least 21 days' notice must be provided and leave may be postponed apart from leave taken immediately after the birth or adoption, depending on the needs of the Company.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

## Parental Bereavement Leave

### Introduction

The purpose of this policy is to set out the Company's stance on employee entitlements to Parental Bereavement Leave. The Company acknowledges that the death of a child, or a stillbirth, can be one of the most harrowing experiences of someone's life. This policy explains the rights to time off, pay during time off and other support offered.

### Eligibility

Parental Bereavement Leave is available from day one of employment. It is available to employees on the death of a child under the age of 18. You may take Parental Bereavement Leave if you fall into any one of the following categories:

- a 'natural' parent;
- an adoptive parent, and those with whom a child has been placed under the 'foster to adopt' scheme, provided the placement is ongoing;
- a 'natural' parent where the child has been adopted but a Court Order exists to allow the 'natural' parent to have contact with the child;

- an employee who is living with a child who has entered Great Britain from overseas in relation to whom has received official notification that they are eligible to adopt;
- an intended parent under a surrogacy arrangement where it was expected that a parental order would be made;
- a 'parent in fact', which is someone in whose home the child has been living for a period of at least four weeks before the death and has had day to day responsibility for the child, subject to exceptions. This category includes guardians and foster parents but does not include paid carers;
- the partner of anyone who falls into the above categories, where they live in an enduring family relationship with the child and their parent.

In addition, parents who suffer a stillbirth after 24 weeks of pregnancy are entitled to take parental bereavement leave.

### Taking Leave

A total of two weeks may be taken as Parental Bereavement Leave and you may choose to take leave as:

- a single block of one week;
- a single block of two weeks;
- two separate blocks of one week.

Leave may start on any day of the week and must be taken in whole weeks. It may be taken at any time in the 56 week period following the death.

If you have suffered a stillbirth after 24 weeks of pregnancy, you are still entitled to take your full entitlement to Maternity and Paternity Leave, provided you were eligible to take Maternity or Paternity Leave in the first place, in addition to Parental Bereavement Leave. Parental Bereavement Leave cannot be taken at the same time as Maternity or Paternity Leave.

Where more than one child dies or is stillborn, you are entitled to two weeks of Parental Bereavement Leave in relation to each child.

### Notification Requirements

#### Leave to be taken within the first 56 days of the death

You do not need to give any advance notice of taking Parental Bereavement Leave. The Company asks that you contact your manager by telephone the time you were due to start work on the day you wish leave to begin, or if this is not possible, as soon as is reasonably practicable, giving the date of the death, the date on which leave will start and whether one or two weeks is to be taken.

#### Leave to be taken later than the first 56 days since the death

You need to give one week's advance notice of taking Parental Bereavement Leave to your manager by telephone giving the date of the death, the date on which leave will start and whether one or two weeks is to be taken.

### Cancelling or Changes to Dates of Leave

You can cancel a period of leave that you have already told us about, as long as the period of leave has not already started. If you wish to cancel a period of leave which was to begin within the first 56 days of the death, you can cancel it by letting us know by your normal start time on the day that leave was originally due to start.

To cancel leave which was to begin later than 56 days after the death, you should let us know no later than one week prior to the intended start date.

You can also change the start date of leave by following the notice requirements above.

### Payment during Leave

You will qualify for Statutory Parental Bereavement Pay during leave if you meet the following criteria:

- you have been continuously employed with us for at least 26 weeks by the week prior to the week in which the child dies;
- your normal average weekly earnings are not less than the lower earnings limit relevant for national insurance purposes;
- you are still employed by us on the date the child dies.

Payment will be made at the rate set by the Government each year or 90% of your average weekly earnings (whichever is lower).

In order to receive Statutory Parental Bereavement Pay, you must provide us with notice of this and the following information within 28 days, or as soon as is reasonably practicable, of the first day of parental bereavement leave:

- the child's name;
- the date of the death or stillbirth;
- a declaration that you fall into the one of the categories listed under 'Eligibility' above.

### Terms and Conditions during Leave

During Parental Bereavement Leave, you remain entitled to receive your normal contractual terms and conditions of employment that you would have received had you not taken this leave, with the exception of remuneration. This will include contractual benefits, subject to the terms of these benefits.

### Right to Return

Upon your return to work, you are entitled to return to the same job, with the same terms and conditions, in which you were employed before your absence unless:

- the period of leave you have taken is more than 26 weeks when added to any other period of statutory leave including Maternity, Paternity, Adoption Leave etc. in relation to the same child; and,
- it is not reasonably practicable for you to return to the same job.

On your first day back to work, your manager will set time aside to hold an informal meeting with you to discuss any arrangements regarding your return to work and any additional support we may be able to offer you.

We would like to remind you that you have access to a 24 hour telephone counselling service and we would like to encourage you to use it if you feel like you would like to talk to someone about your loss.

# Neonatal Care Leave

## Introduction

Employees have a statutory right to neonatal care leave from day one of employment where they are responsible for a child receiving neonatal care, subject to eligibility requirements.

We recognise that this can be a difficult and worrying time, both physically and mentally. This policy explains your rights to time off, pay during time off and other support offered. Employees will not be subject to detriment for taking neonatal care leave.

## Entitlement

You may take neonatal care leave if you have parental or other prescribed responsibility for a child who is receiving, or who has received, neonatal care. This will apply if you are:

- a) the child's parent, intended parent, or partner of the child's mother at the date of birth
- b) in cases of adoption, the child's adopter, prospective adopter, or the partner of either, at the date the child is placed.

You are entitled to take neonatal care leave where you are responsible for a child receiving neonatal care that lasts for at least 7 consecutive days and starts within 28 days beginning with the day after the child's birth.

You are entitled to take one week of neonatal care leave for each consecutive 7 day period that your child is receiving neonatal care, up to a maximum of 12 weeks.

'Neonatal care' is defined in law as medical care that may be received in hospital, or out of hospital providing the child was originally an inpatient and the care is under the direction of a consultant. Neonatal care also covers children receiving palliative or end of life care.

We recognise that people other than those listed above in relation to whom the statutory right applies may want time off in these circumstances. Requests for time off in relation to these people should be made to your line manager but these will be considered separately to time off for statutory neonatal care leave.

## Notice Requirements

You can take neonatal care leave during two periods:

- a) "tier 1 period" – starts from the day the child starts receiving neonatal care, ending with the 7th day after the child stops receiving neonatal care. Leave taken in this period can be taken in non-consecutive weeks.
- b) "tier 2 period" – any period which is outside of "tier 1" during which you are entitled to neonatal care leave. Leave taken in this period must be taken consecutively.

You must provide the following information when you notify us of your intention to take neonatal care leave:

- a) your name
- b) the child's date of birth; and date of placement if adoption
- c) date(s) the child started receiving neonatal care
- d) date neonatal care ended if the child is no longer receiving it
- e) date you want the leave to begin
- f) number of weeks' leave you want to take

- g) declaration that you are taking the leave to care for the child
- h) declaration that you meet the eligibility requirements.

If you wish to take neonatal care leave in the tier 1 period you must simply notify us verbally by contacting your Manager before you are due to start work on your first day of leave, unless it is not reasonably practicable to do so, in which case you must notify us as soon as it is reasonably practicable. In practice, this means that no advance notice is needed but you must let us know before you start work on that day, where reasonably practicable.

Where you have given notice in the tier 1 period of your intention to take neonatal care leave before the child has stopped receiving neonatal care, you must tell us the date that the neonatal care ends, as soon as is reasonably practicable after that date.

Where the child starts to receive neonatal care again after you have told us that neonatal care has ended, you must tell us the date that the neonatal care started again and the date when it ends, as soon as reasonably practicable after each date.

If you wish to take neonatal care leave in the tier 2 period you must give us the required notice in writing no later than 15 days before the first day of leave when taking a single week, or no later than 28 days before the first day of leave when taking two or more weeks.

If you change your mind about taking neonatal care leave, you can withdraw your notice by following the same notice periods that you are required to give to take leave.

Notwithstanding the above, we may agree to waive the notice requirements where appropriate depending on the circumstances.

Your neonatal care leave will start on the day specified when you give notice unless the leave is due to start on the same day as the notice is given, or you are at work on that day, then it will start the day after.

### Taking Leave

You cannot take neonatal care leave before the day after the first 7 day uninterrupted period of neonatal care. Neonatal care leave can only be taken in minimum blocks of one week.

You must take the leave before the end of a period of 68 weeks beginning with the child's date of birth or date of placement in cases of adoption.

If you accrue neonatal care leave after already starting another period of statutory family leave, such as maternity or paternity leave, then you can take the neonatal care leave after the end of the statutory family leave, providing it is within 68 weeks beginning on the child's date of birth or placement.

### Pay During Leave

You are entitled to statutory neonatal care pay during neonatal care leave if you:

- a) are eligible for statutory neonatal care leave
- b) have 26 weeks' continuous service by the relevant week
- c) earn at least the lower earnings limit on average calculated over the period of eight weeks ending with the relevant week
- d) are still in employment in the week before neonatal care starts.

Where you are entitled to another form of statutory family leave payment, such as statutory maternity pay, the relevant week is the same as the qualifying week for that payment. In all other cases, the relevant week is the week immediately before neonatal care starts.

If you are eligible, you are entitled to a maximum of 12 weeks' statutory neonatal care pay, paid at one week per every 7 uninterrupted days of care the child receives.

The weekly rate of statutory neonatal care pay is the lower of:

- a) the current statutory rate
- b) 90% of your normal weekly earnings.

If you are eligible for statutory neonatal care pay, you need to give us notice in writing of your intention to claim it alongside your notice of intention to take neonatal care leave.

Where you are claiming statutory neonatal care pay in the tier 1 period, you must provide notice before the end of 28 days after the first day of the pay week the notice refers to.

If you are claiming statutory neonatal care pay in the tier 2 period, you must provide notice no later than 15 days before the first day of the relevant pay week when taking a single week, or no later than 28 days before the first day of the first relevant pay week when taking two or more weeks.

The notice must include:

- a) your name
- b) the child's date of birth; and date of placement if adoption
- c) date(s) the child started receiving neonatal care
- d) date neonatal care ended if the child is no longer receiving it
- e) declaration that the week you are claiming pay for was taken to care for the child
- f) declaration that you meet the eligibility requirements.

### [Returning To Work](#)

You have the right to return to work to the same job unless you return after a specific point at which you will have the right to return to a similar job on no less favourable terms if it is not practicable for you to return to the same job. Your manager will explain how this affects you based on your individual circumstances.

### [Employee Assistance Programme](#)

We would like to remind you that you have access to a 24-hour telephone counselling service and we would like to encourage you to use it if you feel you would like to talk to someone about your situation. The service can be accessed via the app.

As part of our Employee Assistance Programme, you also have access to an online wellbeing tool, Wisdom AI, which you can use to find fast answers to any wellbeing questions you have. You can access Wisdom AI at any time via the Health Assured portal. The link in the menu bar will take you directly to the Wisdom AI homepage, where you can ask your question. More details of this service are available from your Manager.

### [Other Related Policies](#)

For more information on time off in relation to children, please read our policies on maternity leave, adoption leave, paternity leave, parental leave, shared parental leave and parental bereavement leave.

### [Use Of Neonatal Care Leave](#)

Employees who take time off under this policy for reasons other than those for which the statutory right to neonatal care leave is intended may be subject to investigation and subsequent disciplinary proceedings.

# Carers Leave

## Introduction

Employees with caring responsibilities have a statutory right to take unpaid statutory carer's leave from day one of their employment. This policy sets out the Company's stance on employees taking time off for this purpose whilst ensuring the Company's operations are not unduly affected. The term 'dependant' for these purposes is prescribed in law and replicated in this policy. Employees will not be subject to detriment for taking carer's leave.

## Entitlement

You are entitled to take unpaid of carer's leave per rolling 12 month period to provide care or arrange care for a dependant with a long-term care need. When you make a request, we will look back over the previous 12 months from the final (or only) day of leave that you have requested to determine your exact entitlement at that time.

You can request to take your entitlement in a continuous block or separate occurrences but each occurrence must be at least one half of your working day.

For these purposes, a week is based on the number of days you normally work in a week.

A dependant is defined as a:

- spouse or civil partner
- child
- parent
- person who lives in the same household but is not a tenant, lodger, boarder or employee
- person who reasonably relies on you to provide or arrange care. This could be, for example, an elderly neighbour.

A dependant has a long-term care need if:

- they have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months,
- they have a disability for the purposes of the Equality Act 2010, or
- they require care for a reason connected with old age.

You are not required to provide evidence of your eligibility in relation to a request for carer's leave.

Employees who request or take time off under this policy for reasons other than those for which the statutory right to carer's leave is intended may be subject to investigation and subsequent disciplinary proceedings.

## Pay For Time Off

Time off for carer's leave is unpaid.

Requests For Carer's Leave

A request for carer's leave must be made in writing please let your line manager know if you require any assistance with this and must specify:

- that you are entitled to take carer's leave in terms of the person to be cared for,
- that you will take leave in order to provide or arrange care for that person,
- that you have not exceeded your entitlement, and
- the days on which you want to take leave and if the leave relates to part of a day, specify this fact.

The length of notice to be given is double the amount of time that you want to take off as carer's leave in that instance or three days, whichever is longer.

#### Postponing Carer's Leave

The Company may decide to postpone your request for carer's leave for up to one month, if we reasonably consider that the operation of our business would be unduly disrupted if you took carer's leave at the time you have asked for. We will try to avoid postponement wherever possible.

The Company will consult with you before determining a new date for you to take the carer's leave requested. The new period of carer's leave will be for the same length of time as the original request.

The Company will confirm to you in writing the reason for the postponement and the new agreed date of leave, no later than whichever is earlier out of: seven days after you gave the request to the Company and the earliest day or part day of the leave originally requested.

#### Other Policies

You have a statutory right to take a reasonable amount of time off work to deal with emergencies involving your dependants. If you need time off in an emergency to care for a dependant, you should read our time off for dependants policy.

Your entitlement to time off on the loss of a child are set out in our policy on parental bereavement leave, including details of eligibility, pay during time off and other support available.

If you wish to make a request for parental leave to care for a child, you should read our parental leave policy.

## Flexible Working

### Introduction

The Company believes that its staff members are its most valuable asset and is committed to attracting and retaining the very best workforce, and utilising all the talent and experience available within the community. We also appreciate that the workforce is becoming increasingly diverse and includes a high percentage of those with caring responsibilities, as well as those whose interests and aspirations impact on their time. We therefore appreciate that standard or established working hours are, in many cases, incompatible with increasing demand for a better work-life balance.

The Company recognises the importance of helping its employees balance their work and home life by offering flexible working arrangements. In turn it recognises that staffing levels must at all times remain in line with the demands of the business.

This policy aims to set out the ways in which flexible working can increase staff motivation, build better relationships between the Company and its employees, increase the rate of retention of staff, reduce absence, attract new talent, promote work-life balance and reduce employee stress, and in doing so improve the Company's efficiency, productivity and competitiveness. It provides a description of the issues involved, taking into account the possible benefits of each kind of flexible working to both employees and the Company, but also raising possible drawbacks and areas of potential concern.

This policy applies to flexible working requests received by the Company on or after 6 April 2024. Requests received before that date which have not reached conclusion will continue to be considered under our previous policy.

The policy considers the following options as types of flexible working but we recognise that there may be alternatives, and that the working pattern that may suit any particular individual could be a unique one involving a combination of options:

- job-sharing;
- part-time working;
- annualised hours;
- compressed hours;
- flexitime;
- term-time working;
- swapping hours;
- working from home;
- career breaks;
- flexible shift working.

### The Business Need

Although the Company is committed to providing the widest possible range of working patterns for its workforce, both management and employees need to be realistic and to recognise that the full range of flexible working options will not be appropriate for all jobs across all areas of the business.

Where an instance of flexible working is requested, we will take into account a number of criteria including (but not limited to):

- the cost of the proposed arrangement;
- the effect of the proposed arrangement on our service delivery;
- the level of supervision that the post-holder requires;
- the structure of the department and staff resources;
- other issues specific to the individual's department;
- an analysis of the tasks specific to the role, including their frequency and duration;
- an analysis of the workload of the role.

### Eligibility

Although we recognise that not all of the flexible working patterns considered will be suitable for all sections of the Company's workforce, there should be no arbitrary barriers. Employees in all areas and levels of the Company will be considered for flexible working regardless of their age, sex, sexual orientation, race, religion or belief, pregnancy, marital/civil partnership status, gender reassignment or disability. However, there is no automatic right for employees to change to any of the flexible working patterns. Each application will be considered on its own merits save for where it is made as a reasonable adjustment under disability legislation in which case it will be considered under the rules applying to our duty under those laws.

### Right To Request Flexible Working

You are entitled to make a statutory request for flexible working from the first day of your employment. You can make a maximum of two statutory flexible working requests during any 12-month period. A request cannot be made until any previous request has been concluded in full.

While it is the Company's policy to be flexible on working patterns for all its employees, in order to ensure that we are complying with our legal obligations concerning the right to request flexible working, there may be situations where precedence has to be given to those who are eligible for this right.

### The Application

You can get an application form to complete from your Line Manager in order to make a request.

For clarity, the application you submit must:

- be made in writing and state that it is such an application;
- state whether you have made a previous application under this procedure and, if so, when;
- specify the change applied for and the date on which it is proposed the change should take effect; and
- be dated.

The application must also state whether you are requesting the variation as a reasonable adjustment under the disability discrimination provisions of the Equality Act 2010.

### Procedure For Dealing With An Application

#### **Consultation on your Application**

The Company will consult with you as part of a discussion following receipt of the application, unless we notify you in writing of agreement to the variation. The time and place of the discussion will be convenient to both of us. The consultation will include exploration of alternative arrangements that may be acceptable to you if we are unable to agree to the exact variation requested.

#### **Notice of Decision**

Once a decision has been made by the Company, we will notify you of the outcome. Where our decision is to agree to the application, the notice will specify the contract variation agreed to and state the date on which the variation is to take effect. Where the decision is to refuse the application, the notice will state which of the specified grounds for refusal are considered to apply, with an explanation of why those grounds apply in relation to the application, and set out the appeal procedure.

## **Right of Appeal**

You may appeal against the Company's decision to refuse an application. The notice of appeal must be in writing, setting out the grounds for appeal and be dated.

We will discuss the appeal with you once the grounds for appeal are received, unless we give you written notification that the original decision has been overturned and specifies the variation which has now been agreed and the date on which it will take effect. If an appeal meeting is held, the time and place will be convenient to both of us.

After the appeal meeting has been held, we will give you written, dated, notice of the decision on the appeal. Where we uphold the appeal, the notice will specify the contract variation agreed to and state the date on which it is to take effect. Where our decision to reject the application remains, the notice will state the grounds for the decision and contain a sufficient explanation as to why those grounds apply.

### Acceptance of Variation

Where we accept your application, it will mean a permanent variation of your contract, unless we agree otherwise. This means that once a change has been made, there is no right for you to revert back to your previous terms and conditions. Further requests will count towards the maximum amount permitted in any 12 month period.

## **Timescale**

We will deal with and conclude your application for flexible working within two months of the date of the application, unless we both agree on an extension in which case we will confirm this in writing.

## **Accompaniment**

At any meetings held to discuss the application, including any appeal meetings, you can be accompanied by a colleague of your choice.

## **Conflicting requests**

Where conflicting requests for flexible working are received from employees, the Company may require a compromise to be found so that all requests may be accommodated albeit on different terms as those set out in each request. If no compromise is achievable after consultation with the employees involved, the Company may use a random selection method to determine the granting of individual requests.

### Withdrawal Of Application By Employee

The Company will treat an application as withdrawn under the statutory provisions where you:

- notify us, orally or in writing, that you are withdrawing the application; or
- without reasonable cause, fail to attend a meeting to discuss your application or appeal meeting more than once.

The Company will confirm the withdrawal of the application to you in writing unless you have already provided written notice of the withdrawal.

### Employee Consultation/Participation

While some approaches to flexible working practices will involve changes to individual contracts of employment and be relatively easy to implement, the Company recognises that others such as flexitime or the imposition of annualised hours will have a greater impact on sections of the workforce as a whole. Before any such working pattern is implemented it is therefore committed to in-depth consultation with employees and their representatives, and recognises that gaining their agreement is likely to have a positive impact on the success of the scheme. The Company works on the basis that consultation gives all parties the opportunity to raise the issues that are of greatest importance to them and ensures that they are considered from all angles.

Consultation will usually take the form of an employee survey followed by focus groups and a pilot scheme of the new working pattern. The findings of any consultation will be communicated to the workforce, along with any proposed action resulting from the consultation.

## Standards

### Dress Standards

During the course of your employment you may come into contact with customers/clients and/or visitors to the premises. It is important that you present a professional image with regard to appearance and standards of dress. It is a requirement of the Company that you wear clothes and footwear that are appropriate for the work that you perform and which present a neat, clean and professional appearance.

The Company has rules governing the appearance and clothing to be worn by all employees.

Unacceptable articles of clothing during the working week for employees include but are not limited to any type of denim, casual t-shirts or vests, shorts, trainers or open footwear.

The requirements of particular faiths to wear specific types of clothing or to dress modestly will be respected so long as the item of clothing does not pose a hazard to the health and safety of employees, does not contravene any reasonable and legitimate requirements of the Company, and does not have a negative impact on any other person.

Employees who do not comply with these standards may be subject to action under the disciplinary procedure. In serious cases, where your appearance is considered to be unacceptable, you will be required to return home to change. In these circumstances the time required for you to return home, change and return to work will not be paid.

If you have any queries regarding this, you should seek advice from your Manager.

### Uniform

The Company will provide you with a uniform, which you must wear at all times whilst carrying out your working duties. The Company will replace uniforms damaged due to normal wear and tear free of charge. You will be responsible for the cost of replacement should replacement be necessary as a result of your own negligence.

You agree that on termination of your employment, should you not return your uniform, or should your uniform be returned in an unsatisfactory condition, the cost of replacement or a proportionate amount of this, as decided by the Company, will be deducted from any final monies owing to you, or you will otherwise reimburse the Company.

### Wastage

We maintain a policy of minimum waste which is essential to the cost-effective and efficient running of our Company.

You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:

- handle machines, equipment and stock with care;
- turn off any unnecessary lighting and heating;
- keep doors closed whenever possible;
- ask for other work if your job has come to a standstill; and,
- start with the minimum of delay after arriving for work and after breaks.

The following provisions are an express written term of your contract of employment:

- any damage to vehicles, stock or property belonging to the Company or to that of customers/clients, other employees or the general public that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement; and,
- any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.

In the event of failure to pay, the Company has the contractual right to deduct such costs from your pay.

## Anti-Bribery

### Policy Statement

The Company is committed to the prevention of bribery by those employed and associated with it and is committed to carrying out its business fairly, honestly and openly, with zero-tolerance towards bribery.

All employees have a responsibility to prevent, detect and report all instances of bribery.

### Procedure

The Company will:

- carry out a risk assessment to ascertain the risk of bribery;
- instigate procedures proportionate to that risk;
- have good internal controls and record-keeping;

- secure the commitment of all employees to the prevention and detection of bribery;
- develop a culture in which bribery is unacceptable;
- undertake due diligence procedures proportionate to the assessed risk of bribery;
- effectively communicate the Anti-Bribery Policy to all employees;
- train all employees to recognise bribery so that they can avoid it and be alert to possible instances of bribery;
- have clear procedures on what to do should bribery be suspected;
- train all employees so that they are aware of what to do should they discover a possible instance of bribery;
- monitor and review the effectiveness of the bribery procedures and update them as necessary to ensure that they remain effective.

Anyone who has concerns regarding acts or potential acts of bribery should speak to their Manager in the first instance. If for any reason you are not able to speak to your Manager, you should contact your line manager.

All reports will be treated in confidence, however if appropriate concerns can be reported anonymously.

The Company expressly prohibits employees from offering, promising, giving, or requesting, agreeing to receive or receiving any financial or other advantage to another person or business with the intention of gaining an improper financial or other advantage.

The Company expressly prohibits the bribing of a UK or foreign public official in order to obtain or retain business or an advantage in the conduct of business.

### Hospitality and Business Gifts

Reasonable and proportionate hospitality, advertising, sponsorship and promotional or other similar business expenditure is recognised as an established and important part of doing business. However, hospitality, promotional and similar business expenditure can be used as bribes.

The Company expressly prohibits the giving and receiving of hospitality or business gifts and similar where the intention in doing so is to receive or confer an advantage in return for giving or receiving the hospitality or business gift or similar.

The following rules must be followed in relation to hospitality and business gifts:

- all offers of business gifts should be referred to and agreed to by a more senior member of management;
- business gifts should not be made without the permission of a more senior member of management;
- a record of all business gifts made and received and the reason for the gift should be retained;
- all hospitality must be proportionate and reasonable and in line with the Company's hospitality policy; guidance should be sought from a more senior member of management as to whether the planned hospitality is proportionate and reasonable;

- records should be maintained of all hospitality provided and accepted, including cost and reason for providing or accepting the hospitality;
- quid pro quo arrangements are expressly prohibited;
- cash gifts are expressly prohibited;
- the provision or acceptance of entertainment of a sexual nature is expressly prohibited;
- acceptable hospitality and entertaining may include modest meals with people with whom the Company do business, such as providing a modest lunch after a meeting, or the occasional provision of or attendance at sporting or cultural events, provided that the intention is to build business relationships rather than to receive or confer an advantage;
- the provision of small promotional gifts, such as diaries, pens or similar, will generally be regarded as acceptable;
- employees reviewing expense claims should be alert to the provision of hospitality or business gifts that may be construed as a bribe;
- all concerns should be reported.

Where you develop or seek to develop new avenues for business or new contracts, or where the nature of the business changes, you should inform your Manager of this in order that due diligence and a risk assessment of the circumstances can be undertaken.

Where a business relationship with an external party is sought or newly established, or the nature of the relationship is changed, appropriate due diligence must be exercised to ensure that there are no circumstances giving rise to a concern. That external party must also be made aware of this Anti-Bribery Policy.

The Company expressly prohibits facilitation payments of any sort. Any employee placed under pressure to make a facilitation payment should refer the matter to a more senior member of management immediately.

The Company expressly prohibits the giving of donations to political parties.

Any charitable donation must be consistent with the Company's policy on charitable giving and with the knowledge and consent of a more senior member of management.

### Penalties

The penalties for breaching the provisions of the Bribery Act 2010 include unlimited fines for the Company, imprisonment and unlimited fines for individuals.

Failure to follow these procedures may result in formal disciplinary action being taken against you, as set out in our Disciplinary Procedure.

# Anti-Facilitation of Tax Evasion

## Introduction

Integrity and transparency are of utmost importance to us and so we conduct our business to the highest legal and ethical standards. We are aware of the laws in place relating to tax evasion, including the Criminal Finances Act 2017, and take our responsibilities seriously. We understand that failure to prevent the facilitation of tax evasion undertaken by representatives of the Company renders the Company liable to criminal sanctions including an unlimited fine.

This policy applies to our entire direct workforce and also those who work on behalf of us or provide services to our business including employees, directors, workers including agency workers, volunteers, contractors, consultants and any other party with whom the Company does business.

## What is Tax Evasion?

Tax evasion is the practice of using illegal methods to avoid paying tax. It involves deliberate and dishonest conduct and is not the same as tax avoidance. It frequently involves contrived, artificial transactions that serve no purpose other than to reduce tax liability.

Indicators of tax evasion are below. This list is not exhaustive:

- request for payment by cash;
- overly-complex payment mechanisms;
- transactions involving overly complex supply chains;
- transactions involving private banking facilities;
- incomplete or non-standard invoices or other records relating to the payment of tax;
- making false statements in relation to the payment of tax or failure to register with relevant bodies tasked with ensuring tax compliance;
- failure to register for VAT;
- any individual or supplier asking to be paid gross when they should be paid net.

## Our Stance on the Facilitation of Tax Evasion

Tax evasion and facilitating the evasion of tax are criminal offences. Both acts will damage our reputation and the confidence of our customers, suppliers and business partners.

We will not be party to tax evasion or the facilitation of tax evasion of any form. We take a zero-tolerance approach to the facilitation of tax evasion. We are committed to:

- rejecting the facilitation of tax evasion; and,
- not recommending the services of others who do not have reasonable prevention procedures in place.

## Your Responsibilities

It is strictly prohibited for any employee or person working on our behalf or in connection with us to take part in any activity, directly or indirectly, relating to tax evasion or its facilitation.

You must not:

- undertake any action which facilitates tax evasion;
- aid or abet any action of tax evasion.

You are required to report any behaviour which reasonably leads you to believe that tax evasion or the facilitation of tax evasion is occurring in any way which is connected to the Company.

If we have reason to believe that you have breached any obligation placed upon you by this policy, action will be taken which is appropriate to our relationship with you. This includes the instigation of a Disciplinary Procedure, or the termination of our business arrangement with you.

### Reporting Concerns

You must notify your Manager at the earliest stage if you suspect that tax evasion or the facilitation of tax evasion may be occurring. The failure to report a suspicion, of itself, may constitute an offence of facilitation of tax evasion and therefore we strongly encourage the reporting of concerns.

Any concerns should be reported to your line manager. An investigation will then be carried out and you may need to give an account of your suspicions including names, dates and any other pertinent information.

You may also report a concern via the Company's Whistleblowing Policy which is available in this Handbook, or upon request.

### Detriment

No individual who reports a concern relating to tax evasion under this policy, or the Whistleblowing Policy, will be subject to detriment because of their actions.

Additionally, no individual will be subject to detriment because they have refused to take part in any behaviour which is prohibited by this policy.

### Training and Review

The Company will ensure that it gives all relevant training for staff in relation to financial crime detection and prevention. It will ensure it monitors and enforces compliance with the prevention procedures and regularly review the effectiveness of prevention procedures.

The Company reserves the right to make amendments to this policy at any time without notice.

## Data Protection

### Introduction

We may have to collect and use information about people with whom we work. This personal information must be handled and dealt with properly, however it is collected, recorded and used, and whether it be on paper, in computer records or recorded by any other means.

We regard the lawful and correct treatment of personal information as very important to our successful operation and to maintaining confidence between us and those with whom we carry out business. We will ensure that we treat personal information lawfully and correctly.

To this end we fully endorse and adhere to the principles of the General Data Protection Regulation (GDPR).

This policy applies to the processing of personal data in manual and electronic records kept by us in connection with our human resources function as described below. It also covers our response to any data breach and other rights under the GDPR.

This policy applies to the personal data of job applicants, existing and former employees, apprentices, volunteers, placement students, workers and self-employed contractors. These are referred to in this policy as relevant individuals.

### Definitions

“Personal data” is information that relates to an identifiable person who can be directly or indirectly identified from that information, for example, a person’s name, identification number, location, online identifier. It can also include pseudonymised data.

“Special categories of personal data” is data which relates to an individual’s health, sex life, sexual orientation, race, ethnic origin, political opinion, religion, and trade union membership. It also includes genetic and biometric data (where used for ID purposes).

“Criminal offence data” is data which relates to an individual’s criminal convictions and offences.

“Data processing” is any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

### Data Protection Principles

Under GDPR, all personal data obtained and held by us must be processed according to a set of core principles. In accordance with these principles, we will ensure that:

1. processing will be fair, lawful and transparent
2. data be collected for specific, explicit, and legitimate purposes
3. data collected will be adequate, relevant and limited to what is necessary for the purposes of processing
4. data will be kept accurate and up to date. Data which is found to be inaccurate will be rectified or erased without delay
5. data is not kept for longer than is necessary for its given purpose
6. data will be processed in a manner that ensures appropriate security of personal data including protection against unauthorised or unlawful processing, accidental loss, destruction or damage by using appropriate technical or organisation measures
7. we will comply with the relevant GDPR procedures for international transferring of personal data.

### Types Of Data Held

We keep several categories of personal data on our employees in order to carry out effective and efficient processes. We keep this data in a personnel file relating to each employee and we also hold the data within our computer systems, for example, our holiday booking system.

Specifically, we hold the following types of data:

1. personal details such as name, address, phone numbers
2. information gathered via the recruitment process such as that entered into a CV or included in a CV cover letter, references from former employers, details on your education and employment history etc
3. details relating to pay administration such as National Insurance numbers, bank account details and tax codes
4. medical or health information
5. information relating to your employment with us, including:
  - i. job title and job descriptions
  - ii. your salary
  - i. your wider terms and conditions of employment
  - ii. details of formal and informal proceedings involving you such as letters of concern, disciplinary and grievance proceedings, your annual leave records, appraisal and performance information
  - iii. internal and external training modules undertaken

All of the above information is required for our processing activities. More information on those processing activities are included in our privacy notice for employees, which is available from your manager.

### Employee Rights

You have the following rights in relation to the personal data we hold on you:

1. the right to be informed about the data we hold on you and what we do with it;
2. the right of access to the data we hold on you. More information on this can be found in the section headed "Access to Data" below and in our separate policy on Subject Access Requests;
3. the right for any inaccuracies in the data we hold on you, however they come to light, to be corrected. This is also known as 'rectification';
4. the right to have data deleted in certain circumstances. This is also known as 'erasure';
5. the right to restrict the processing of the data;
6. the right to transfer the data we hold on you to another party. This is also known as 'portability';
7. the right to object to the inclusion of any information;
8. the right to regulate any automated decision-making and profiling of personal data.

More information can be found on each of these rights in our separate policy on employee rights under GDPR.

### Responsibilities

In order to protect the personal data of relevant individuals, those within our business who must process data as part of their role have been made aware of our policies on data protection.

We have also appointed employees with responsibility for reviewing and auditing our data protection systems.

### Lawful Bases Of Processing

We acknowledge that processing may only be carried out where a lawful basis for that processing exists and we have assigned a lawful basis against each processing activity.

Where no other lawful basis applies, we may seek to rely on the employee's consent in order to process data.

However, we recognise the high standard attached to its use. We understand that consent must be freely given, specific, informed and unambiguous. Where consent is to be sought, we will do so on a specific and individual basis where appropriate. Employees will be given clear instructions on the desired processing activity, informed of the consequences of their consent and of their clear right to withdraw consent at any time.

### Access To Data

As stated above, employees have a right to access the personal data that we hold on them. To exercise this right, employees should make a Subject Access Request. We will comply with the request without delay, and within one month unless, in accordance with legislation, we decide that an extension is required. Those who make a request will be kept fully informed of any decision to extend the time limit.

No charge will be made for complying with a request unless the request is manifestly unfounded or excessive, or unless a request is made for duplicate copies to be provided to the employee making the request or to a third party acting on the employee's behalf. In these circumstances, a reasonable charge will be applied.

Further information on making a subject access request is contained in our Subject Access Request policy.

### Data Disclosures

The Company may be required to disclose certain data/information to any person. The circumstances leading to such disclosures include:

1. any employee benefits operated by third parties;
2. disabled individuals - whether any reasonable adjustments are required to assist them at work;
3. individuals' health data - to comply with health and safety or occupational health obligations towards the employee;
4. for Statutory Sick Pay purposes;
5. HR management and administration - to consider how an individual's health affects their ability to do their job;
6. the smooth operation of any employee insurance policies or pension plans;
7. to assist law enforcement or a relevant authority to prevent or detect crime or prosecute offenders or to assess or collect any tax or duty.

These kinds of disclosures will only be made when strictly necessary for the purpose.

### Data Security

All our employees are aware that hard copy personal information should be kept in a locked filing cabinet, drawer, or safe.

Employees are aware of their roles and responsibilities when their role involves the processing of data. All employees are instructed to store files or written information of a confidential nature in a secure manner so they are only accessed by people who have a need and a right to access them and to ensure that screen locks are implemented on all PCs, laptops etc when unattended. No files or written information of a confidential nature are to be left where they can be read by unauthorised people.

Where data is computerised, it should be coded, encrypted or password protected both on a local hard drive and on a network drive that is regularly backed up. If a copy is kept on removable storage media, that media must itself be kept in a locked filing cabinet, drawer, or safe.

Employees must always use the passwords provided to access the computer system and not abuse them by passing them on to people who should not have them.

Personal data relating to employees should not be kept or transported on laptops, USB sticks, or similar devices, unless prior authorisation has been received. Where personal data is recorded on any such device it should be protected by:

1. ensuring that data is recorded on such devices only where absolutely necessary.
2. using an encrypted system — a folder should be created to store the files that need extra protection and all files created or moved to this folder should be automatically encrypted.
3. ensuring that laptops or USB drives are not left where they can be stolen.

Failure to follow the Company's rules on data security may be dealt with via the Company's disciplinary procedure. Appropriate sanctions include dismissal with or without notice dependent on the severity of the failure.

### Third Party Processing

Where we engage third parties to process data on our behalf, we will ensure, via a data processing agreement with the third party, that the third party takes such measures in order to maintain the Company's commitment to protecting data.

### International Data Transfers

The Company does not transfer personal data to any recipients outside of the EEA.

### Requirement To Notify Breaches

All data breaches will be recorded on our Data Breach Register. Where legally required, we will report a breach to the Information Commissioner within 72 hours of discovery. In addition, where legally required, we will inform the individual whose data was subject to breach.

More information on breach notification is available in our Breach Notification policy.

### Training

New employees must read and understand the policies on data protection as part of their induction.

All employees receive training covering basic information about confidentiality, data protection, data protection complaints and the actions to take upon identifying a potential data breach.

The nominated data controller/auditors/protection officers for the Company are trained appropriately in their roles under the GDPR.

All employees who need to use the computer system are trained to protect individuals' private data, to ensure data security, and to understand the consequences to them as individuals and the Company of any potential lapses and breaches of the Company's policies and procedures.

### Records

The Company keeps records of its processing activities including the purpose for the processing and retention periods in its HR Data Record. These records will be kept up to date so that they reflect current processing activities.

### Data Protection Complaints

You can complain to us as well as the Information Commissioner's Office (ICO) if you consider that we have infringed data protection legislation because of the way we have handled your personal data. More information can be found in our separate policy on Data Protection Complaints.

### Data Protection Compliance

Our appointed compliance officer in respect of our data protection activities is: The Town Clerk

## IT and Communications

The Company reserves the right to access and monitor the use of all Company owned digital devices, including monitoring internet, telephone and email use. The Company also monitors access to its networks via private devices.

You must take the appropriate steps to guard against unauthorised access to, alteration, accidental loss, disclosure or destruction of data.

Under no circumstances should you divulge your password to anyone else nor should you gain access or attempt to gain access to information stored electronically which is beyond the scope of your authorised access level.

You are responsible for any activity which occurs within your accounts.

Failure to comply with any aspect of this procedure may result in a disciplinary warning or dismissal, depending on the circumstances.

Personal use of computer and telephone systems is not permitted. Personal telephone calls may be accepted in exceptional circumstances with the agreement of your Manager.

Storage of personal files, images, software, or Apps on the Company network or devices is not permitted.

You must not use the Company internet connections or devices to access content that is illegal, pornographic, or supports hate and/or discrimination.

You must not send communications via any Company or personal device that could be deemed to be offensive.

The use of any device to photograph or film fellow employees, customers, clients, visitors, or any member of the public without their consent may breach an individual's right to privacy and could in certain circumstances constitute harassment.

This policy should be read in conjunction with all other Company policies and rules, including policies on equality and positive work environment.

As with other written communication, email is a legally binding method of communication. Other forms of communication via the internet may also be legally binding. All forms of communication whether verbal or written represent the Company and should therefore meet the standard and style expected of all communications.

Because of potential virus infection and consequent damage to the business, you must not download or load any software into any computer via any source, including memory sticks, flash drives, pen drives, any portable memory devices, or mobile phones without the prior approval of management. Approval will only be given after virus checking.

Downloading free software or Apps is permitted where there is a valid business reason and the software or App is considered to be from a reputable source.

You must not make pirate copies of Company owned software for use by other persons either inside or outside the Company. This not only breaks Company rules, it is an illegal practice.

Company devices may contain tracking facilities. The Company may use these as follows:

- for the prevention and detection of theft of devices;
- to protect the health and safety of our employees;
- as a method of checking the accuracy of Company records, such as timesheets.

You must not tamper with any tracking facility or device. Tampering with tracking may lead to action under the Disciplinary Procedure up to and including summary dismissal.

#### Personal Mobiles

Unless a personal mobile phone has been approved for personal use, you should not use your mobile phone during working hours. Under normal circumstances personal phones must be turned off. If you need to be contacted during working hours, calls should be made to the Company's main number.

Where special circumstances dictate and you need to have the use of a personal phone during working hours, you must refer this to your Manager who will deal with such a request on an individual basis.

Unauthorised use of a personal mobile phone during working hours may result in a disciplinary warning or dismissal, depending on the circumstances.

#### CCTV

It is brought to your attention that the Company operates CCTV for security and monitoring purposes.

The Company may view and monitor CCTV footage for work-related purposes.

This makes up part of your contractual terms and conditions.

## Grievance Procedure

Where you have a grievance relating to any aspect of your employment you should have no hesitation in raising the matter informally. Your Statement details the person with whom a grievance should be raised. If you wish to make a formal grievance it must be set out in writing.

It is the Company's intention to consider all grievances as soon as possible, and a meeting will be held usually within 14 days of you raising a grievance. The meeting will enable you to give full details of your grievance.

You are entitled to be accompanied by a fellow employee or accredited trade union official at the grievance meeting.

If your grievance is about the person to whom your Statement advises you should raise a grievance, you should raise it with a more senior member of management, or, if not possible, another member of management at the same level.

After the meeting the Manager will inform you of their decision in writing in response to the grievance. You have the right to appeal against this decision.

If you wish to appeal, you must inform the Company in writing within 10 working days. You will then be invited to attend another meeting, after which you will be informed of the final decision in writing.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the Disciplinary Procedure, which may include dismissal for gross misconduct.

## Public Interest Disclosure (Whistleblowing)

The Company recognises that effective and honest communication is essential if concerns about breaches or failures are to be effectively dealt with and the Company's success ensured.

This policy is designed to provide guidance to all those who work with or within the Company, including casual and temporary staff, who may from time to time feel that they need to raise certain issues relating to the Company with someone in confidence.

Any person who in the public interest raises genuine concerns under this policy will not under any circumstances be subjected to any form of detriment or disadvantage as a result of having raised their concerns. The victimisation or harassment of an individual making a protected disclosure is a disciplinary offence.

This policy applies where you reasonably believe that one of the following sets of circumstances is occurring, has occurred, or may occur within the Company and that your disclosure is in the public interest:

- a criminal offence has been committed, is being committed or is likely to be committed;
- a person has failed, is failing or is likely to fail to comply with any legal obligation to which he or she is subject;
- sexual harassment has occurred, is occurring or is likely to occur;

- a miscarriage of justice has occurred, is occurring or is likely to occur;
- the health and safety of any individual has been, is being or is likely to be endangered;
- the environment has been, is being or is likely to be damaged;
- information tending to show any matter falling within any one of the preceding paragraphs has been, is being or is likely to be deliberately concealed.

It is not necessary that you prove the breach or failure that you are alleging has occurred or is likely to occur, you may simply raise a reasonable suspicion. However, you should note that you will not be protected from the consequences of making such a disclosure if, by doing so, you commit a criminal offence.

### Procedure

If you believe that any of the above practices are happening in the Company the following procedure should be followed:

- you should initially raise the issues with your mine manager, who will treat the matter in confidence;
- if it is not appropriate to raise the issues with your mine manager, you should raise the issue with a more senior member of management or, if not possible, another member of management at the same level;
- it is likely that an investigation will be necessary and you may be required to attend an investigatory meeting as a witness;
- at the investigation meeting you will need to explain fully the nature and extent of what you believe is the problem. You may bring a colleague to help you explain the situation more clearly if you wish.

Depending on the nature of your complaint, it may not be possible to find an immediate solution, but your concerns will be investigated as quickly as is reasonably possible, and, where possible, providing such disclosure does not breach confidentiality, you will be advised of the outcome of the investigation in due course. As a minimum you will be advised when any investigation has been completed and that appropriate action has been taken, although you may not be informed of the specific details of the action that has been taken.

Where it is necessary for your disclosure and the investigative meeting minutes to be supplied to an employee as part of the evidence supporting disciplinary action, appropriate steps will be taken to ensure that your working environment and/or working relationships are not prejudiced by the fact of the disclosure.

If you are dissatisfied with the outcome of this procedure you may raise the matter with the town clerk. If you remain dissatisfied with the outcome you have the right to express your concerns to the relevant Prescribed Person designated by the Public Interest Disclosure (Prescribed Persons) Order 2014, or any statute or statutory instrument which subsequently supersedes this legislation.

If you reasonably believe that the relevant failure as listed in any of the above practices relates wholly or mainly to the conduct of a person other than someone in the Company, or any other matter for which a person other than the Company has legal responsibility, then you should make that disclosure to that other person.

Also, you may make such a disclosure to Protect, the leading authority on public interest whistleblowing, if you consider that it has an interest in the matter and, despite the best efforts of the Company, you believe that disclosure within the Company is inappropriate or as noted previously has been unsuccessful. Disclosures made to legal advisors in the course of obtaining legal advice will be protected.

If any disclosure concerns information which you do not substantially believe is true or is made in bad faith, for instance in order to cause disruption within the Company, or indeed if the disclosure is made for personal gain, then you may become subject to action under the Disciplinary Procedure, which could include dismissal.

While the Company hopes that such disclosures will never be necessary, it also recognises that it may find itself in circumstances which are new to it. Each case will be treated on its own facts.

## Health, Safety and Hygiene

### Safety

The Company is committed to ensuring your health, safety and welfare whilst at work. If you become aware of any potential hazard or unsafe working conditions, you should have no hesitation in raising them with the Company.

You are required to take all reasonable steps to safeguard your health and safety, and that of any other person who may be affected by your actions, and to observe at all times the published health, safety and fire rules and procedures. All accidents must be reported to management and entered into the Accident Book as necessary.

### Smoke Free Workplace

It is the Company's policy that all of its workplaces are smoke-free and that you have the right to work in a smoke-free environment. Failure to adhere to this policy may result in formal disciplinary action being taken against you, as set out in the Company's Disciplinary Procedure.

You should be aware that enforcement authorities can issue penalties and fines if you are found guilty of smoking in a smoke-free place. You will be personally liable for any fine or fixed penalty imposed for non-compliance.

Smoking, including the use of electronic cigarettes (e-cigarettes) or electronic nicotine delivery systems (ENDS), is prohibited throughout the entire workplace with no exceptions.

You are only permitted to smoke during authorised breaks.

### Hygiene

Any exposed cut or burn must be covered with a first-aid dressing.

If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own G.P. Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

### Personal Protective Equipment (PPE)

Where required, the Company will provide you with PPE, which you must wear at all appropriate times whilst carrying out working duties. This equipment is issued for your own protection.

You are responsible for the safekeeping and proper use of the PPE.

If you become aware that the equipment may be faulty, it is your responsibility to immediately notify the Company in order that it may be replaced.

The Company will replace equipment damaged due to normal wear and tear free of charge and will ensure that it meets current safety standards. However, you will be responsible for the cost of replacement should replacement be necessary as a result of your own negligence.

You agree that on termination of your employment, should you not return your PPE or should your PPE be returned in an unsatisfactory condition, the cost of replacement or a proportionate amount of this, as decided by the Company, will be deducted from any final monies owing to you, or you will otherwise reimburse the Company.

Failure to follow these procedures may also, after formal investigation, lead to the Company taking action against you under the disciplinary procedure.

## Alcohol and Substance Abuse

It has been proven that alcohol and substance misuse can have a detrimental effect upon your health, can adversely influence your work performance, and can adversely affect your relationships with colleagues and customers. It can also result in reduced efficiency and increased absenteeism.

The Company has a duty towards, and is concerned about the health and welfare of all employees. It is therefore Company policy to:

- promote a responsible attitude to the consumption of alcohol amongst employees;
- offer assistance to those employees who require it;
- treat alcohol and substance abuse as a health problem and arrange for employees to seek professional assistance.

The Company will treat any absence due to alcohol and substance abuse in the same way as sickness absence on the condition that you obtain professional treatment and maintain regular contact with the appropriate Occupational Health Department.

The Company will treat all relevant discussions in strict confidence.

If inadequate work performance or unacceptable behaviour, including poor work relationships, occur or persist, the matter may be dealt with under the Company's Disciplinary Procedure. Careful consideration will be given if you have acknowledged the existence of a problem and/or have agreed to obtain medical help for the condition. However, any incident which amounts to gross misconduct would be considered a dismissible offence.

If you fail to complete a prescribed course of treatment or have a relapse following treatment, the matter may be dealt with under the Company's Disciplinary Procedure.

## Supporting Positive Mental Health

The Company understands the positive impact that healthy and engaged employees make to the success of the business. As such, the Company pledges to provide initial and ongoing support and help for employees going through mental health problems. We wish to create an open and honest workplace where managers and employees can discuss mental health problems, and to ensure the necessary support is known and offered to employees when needed.

The Company understands the role it has in ensuring that health and safety legislation is adhered to. The Company undertakes to create a safe workplace where risks to mental health and wellbeing are limited as far as possible. Additionally, the Company understands the protection employees with a disability have against discrimination under the Equality Act 2010, including the obligation for employers to make reasonable adjustments for disabled employees.

When a Manager identifies that an employee may be suffering from a mental health problem, early intervention will be undertaken. The Manager will speak with the employee, in a series of meetings if required, and encourage the employee to speak openly and honestly about their situation. The meetings will be used to ascertain how the employee may be supported by the Company and whether any adjustments are to be made. Adjustments may be made on a temporary basis. Meetings will be held in complete confidence, save for where information needs to be shared with HR or other managers regarding any adjustments made. The employee will be consulted regarding the detail of the information shared.

## Disciplinary Rules

It is necessary to have a minimum number of rules in the interests of the whole organisation.

The rules set standards of performance and behaviour, whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals where they are failing to meet the required standards, and not be seen merely as a means of punishment.

It is your responsibility to familiarise yourself with the following rules and procedures. Any breaches may result in action being taken in accordance with the Disciplinary Procedure. If you have any concerns or require clarification on any issue, please raise them with management.

The Company may need to change the rules from time to time and any such changes will be notified to you as appropriate.

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the general rules and rules on gross misconduct shown in this handbook, a breach of other specific conditions, procedures or rules that are contained within this Handbook or that have otherwise been made known to you, will also result in the Disciplinary Procedure being used to deal with such matters.

## General Rules

This list is not exhaustive.

- You must conduct yourself and perform your work at all times in a manner that is in the interests of the Company. Any conduct detrimental to its interests or its relations with any third party, or damaging to its public image, shall be considered to be a breach of the Company's rules.
- You are expected to achieve and maintain a good standard of work and to show a conscientious approach to the job or to the detail of that job to a standard that may reasonably be expected.
- You must maintain acceptable attendance at work and timekeeping.
- You are expected to read and observe all authorised notices that are displayed by the Company.
- You are engaged on the basis that you must be prepared to undertake reasonable duties other than those for which you have been specifically engaged to ensure maximum efficiency.
- You must not make use of telephones, email or postal facilities or any other communication mode for personal purposes without the prior permission of management. You must adhere to the Company's policy with regard to the use of mobile phones and other devices.
- You are not permitted to remove material or equipment of any kind from the Company without prior permission.
- You must notify the Company immediately of any incident causing damage to property belonging to the Company (e.g. building, machinery and equipment), or to the property of fellow employees, visitors or customers/clients.
- Working time and/or the Company's material or equipment must not be used for any unauthorised work.
- You must act in accordance with the Company's working procedures.
- Personal hygiene and appearance must be of an acceptable standard.
- Visitors are not allowed onto the premises at any time without prior authority.
- An orderly and courteous manner must be maintained at all times.
- Socialising is not permitted on the premises without prior authorisation.
- You are required to submit your person or property, including vehicles, to being searched whilst on the Company's premises, or at any time at the reasonable requirement of the Company.
- You must comply with the Company's rules on no smoking, including no smoking in the Company's vehicles.
- You are required to comply with the Company's policy of not permitting the display of flags, emblems, posters, graffiti, etc. or the circulation of literature which is likely to give offence or cause apprehension among particular groups of employees.
- Unofficial references or opinions about current or ex-employees must not be made or given to third parties under any circumstances.

## Gross Misconduct

The following acts are examples of gross misconduct offences and as such may render you liable to summary dismissal without notice and without previous warnings. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Illustrative examples of offences that will normally be deemed as gross misconduct include serious instances of:

- Fighting, physical assault or dangerous horseplay.
- Serious cases of bullying, offensive, aggressive, threatening or intimidating behaviour or excessive bad language.
- Theft or misappropriation of the Company's property or property belonging to another employee, or fraud.
- Drinking alcohol or being under the influence of alcohol/drugs and/or drug abuse whilst attending work.
- Being in possession of, or dealing in illegal drugs whilst at work.
- Breach of safety rules and/or any action, which seriously endangers the health or safety of an employee or any other person whilst at work.
- Unlawful discrimination, harassment and/or bullying.
- Breach of any of the Company's policies.
- Deliberate damage to property.
- Unauthorised recording of any workplace meeting, including but not limited to disciplinary meetings.

## Disciplinary Procedure

The Disciplinary Procedure does not form part of your contract of employment.

We retain discretion in respect of the Disciplinary Procedure to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

If appropriate, informal action will be taken by the Company to resolve problems relating to conduct, capability, or other circumstances.

Before considering a warning or dismissal, steps will be taken by the Company to establish the facts.

At any stage of the Disciplinary Procedure you may be suspended, on full pay, whilst investigations are carried out. Suspension is a holding measure and is not to be taken as an indication that any allegations against you will be substantiated. In the event that you become unfit for work or unable to attend any necessary meetings due to sickness during the period of suspension, the Company will review the decision to keep you on suspension and, following this review, your suspension may be lifted. If your suspension is lifted, you may no longer be entitled to full pay but will be entitled to Statutory Sick Pay in accordance with the Company's rules and procedures.

If you are prevented from attending your place of work and/or performing your job duties as a result of Police bail conditions, or because of an order or direction given by a court or relevant regulatory body, then the duration of any such period will be without pay.

If it is necessary for the Company to take action under the Disciplinary Procedure you will be issued with a written statement setting out the nature of the conduct or other circumstances that may result in a disciplinary warning or dismissal. You will only be issued with a disciplinary warning or dismissed following a formal disciplinary meeting, at which you will have been given the right to be accompanied by a fellow employee or an accredited trade union official. You should make every effort to attend the meeting. Throughout the Disciplinary Procedure you will be given the opportunity to respond to any complaint before any decision on a disciplinary warning or dismissal is taken.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the Disciplinary Procedure, which may include dismissal for gross misconduct.

The Company may commence the Disciplinary Procedure, depending on the circumstances, at any of the following levels:

#### **Written warning**

A written warning will be issued and a copy placed on your personnel file for 6 months after which it will be disregarded.

#### **Final written warning**

A final written warning will be issued and a copy placed on your personnel file for 12 months after which it will be disregarded.

#### **Dismissal**

Dismissal may be with or without notice, depending on the circumstances, and may occur whether or not warnings have been issued.

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

## **Capability Procedure**

### Introduction

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

We retain discretion in respect of the Capability Procedure to take account of your length of service and to vary the procedure accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

### Job Changes and General Capability Issues

If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.

If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our business or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

### Personal Circumstances and Health Issues

Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice.

Under normal circumstances this can be most easily obtained by asking your own G.P. for a medical report. Your permission is needed before we can obtain such a report and we will expect you to cooperate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

There may also be personal circumstances which prevent you from attending work, either for a prolonged period or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own G.P. for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

### Procedure

You will only be issued with a capability warning or dismissed following a formal capability meeting, at which you will have been given the right to be accompanied by a fellow employee or an accredited trade union official. You should make every effort to attend the meeting. Throughout the Capability Procedure you will be given the opportunity to respond to any concerns before any decision on a capability warning or dismissal is taken.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the Disciplinary Procedure, which may include dismissal for gross misconduct.

The Company may commence the Capability Procedure, depending on the circumstances, at any of the following levels:

### **Written warning**

A written warning will be issued and a copy placed on your personnel file for 6 months after which it will be disregarded.

### **Final written warning**

A final written warning will be issued and a copy placed on your personnel file for 12 months after which it will be disregarded.

### **Dismissal**

Dismissal may be with or without notice, depending on the circumstances, and may occur whether or not warnings have been issued.

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

## **Disciplinary and Capability Appeal Procedure**

The Appeal Procedure does not form part of your contract of employment.

If you wish to appeal against any disciplinary or capability decision, you should apply in writing within 10 working days. You will be invited to attend a meeting and you should take all reasonable steps to attend.

After the appeal meeting you will be informed of the final decision.

You should address your appeal to the person stated in your Statement.

You will be given the opportunity to be accompanied at the meeting by a fellow employee or accredited trade union official.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the Disciplinary Procedure, which may include dismissal for gross misconduct.

## **Termination of Employment**

### Notice of Termination

If you wish to resign, you should do so in writing giving such notice as is specified in your Statement.

If your employment is terminated by the Company, you will be entitled to receive the notice as is specified in your Statement.

### Gross Misconduct

You may be summarily dismissed without notice if there has been an act of gross misconduct. Examples are contained in the Gross Misconduct section of Disciplinary Rules above.

### Notice during Probationary Period

During a probationary period your notice period may be different, so you should refer to your Statement for this information.

#### When Dismissal Notice takes Effect

If you are given notice of dismissal verbally, it is deemed to take effect immediately. If notice is sent via post, it is deemed to take effect according to the schedule below:

- sent by email – the day after the email is sent;
- sent by recorded/special delivery – two days after letter sent;
- sent by first class – three days after letter sent.

#### Retirement

The Company does not operate a formal retirement policy.

#### Terminating Employment without giving Notice

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

#### Return of our Property

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

#### Return of Vehicles

On termination of your employment you must return any Company vehicle in your possession to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

#### Pay in Lieu of Notice

At the absolute discretion of the Company, payment in lieu of working notice may be made, and all benefits owing are paid as accrued at the actual date of termination. This is an express written term of your contract of employment.

#### Garden Leave

If either you or the Company serves notice on the other to terminate your employment the Company may require you to take garden leave for all or part of the remaining period of your employment. During any period of garden leave you will continue to receive your full salary and any other contractual benefits. This is an express written term of your contract of employment.