



Floating Pontoon Solutions Company Handbook

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1. Absence Management Procedure

INTRODUCTION

The company is committed to promoting the health, safety and wellbeing of its employees. Maintaining good levels of employee attendance is essential to the success and operation of the company.

It is recognised that employees will, from time to time, have genuine illnesses, injuries or other reasons which prevent them from attending work and performing their duties. However, all and any absences will have an impact on the ability of the business to function and on the health and wellbeing of other employees.

The company understands that by taking a proactive, considerate and consistent approach to the ill health and absence from work of employees it can effectively manage the effect of absence on the operation of the company and help improve the health, safety and wellbeing of its employees.

This procedure is designed to promote good practice and allow the effective management of employee absence. We promote a process of regular communications between employees and their managers with regards absences and the reasons for them.

This procedure covers absence due to ill health, authorised absences (excluding holidays, maternity and parental leave) and unauthorised absence.

Procedures relating to holiday, maternity and parental leave are dealt with separately within the Staff Handbook.

Section 1: Absence due to sickness

Absence Reporting Procedure

It is imperative that all absence is reported promptly and in a manner that allows appropriate support for the employee, cover to be arranged for their duties and the effective recording and management of the absence.

The following procedure should be followed by an employee when they are unable to attend work due to sickness:

1. The employee should notify the company of their absence in accordance with the relevant provisions of their contract of employment.
2. Notification must be made personally by telephone except where not reasonably practicable. Notification by text or email is not acceptable unless expressly agreed by the designated manager to whom absence is reported.
3. Where the designated manager is not available at the time the initial contact is made a message must be left with a manager of equal or more seniority. A current contact number must be left so that the designated manager or, if they are not available, appropriate manager can contact the employee.
4. When reporting the absence the employee must provide the following information:
 - When they became ill
 - The nature of the sickness / symptoms;
 - The likely date (if known) when the employee expects to be able to return to work;
 - Whether the employee has, or plans to, attend his/her GP or seek other medical advice;
 - Any deadlines, appointments or other aspect of their work that may be affected by the absence.
5. The employee should agree with the designated manager how regular contact should be in the event the absence continues but the following guidelines should normally apply:
 - Every day during the first week of absence;
 - Thereafter once weekly and whenever new information is available, even where a medical certificate has been provided.

6. The employee must provide a certificate confirming the details of their absence in all cases as follows:

- Where the absence lasts for up to 7 consecutive days (including days on which the employee would not normally work) the employee must complete a self-certification form on their return to work, or after 7 days of absence where the absence continues. A self-certification form is available from the designated manager on request.
- Where the absence lasts for 8 consecutive days or more (including days on which the employee would not normally work) the employee must attend his/her GP, hospital or other appropriate healthcare professional immediately and obtain a medical certificate. This should be submitted to the designated manager as soon as possible by post. Successive medical certificates should be provided as necessary with no gap between successive notes.
- Where a medical certificate cannot be obtained immediately the employee must inform the designated manager of the delay, and the reasons therefore, and keep them informed.

Where the employee fails to follow the absence reporting procedure then they may lose the right to any entitlement they have to statutory or company sick pay.

Absence not properly reported in line with this procedure may be regarded as unauthorised and unpaid absence and will be governed by the section of this procedure dealing with unauthorised leave.

Return to Work Interview

On the employee's return to work after any period of absence for ill health or injury a return to work interview will be held as soon as practicable between the employee and their designated manager.

The purpose of the return to work meeting is to identify any issues which may arise as a result of the absence, discuss what support might be appropriate for the employee and update the employee on any relevant developments that have happened at work during their absence.

At any return to work absence a Return to Work Interview Form will be completed and signed by the employee and the designated manager.

At the return to work the following topics may be discussed, along with any others as appropriate:

- Any significant company developments during the absence;
- The employee's absence record over the previous 12 months;
- The identification of any support mechanisms or reasonable adjustments that may be beneficial;
- Any issues which may have an ongoing impact on the employee's ability to attend work;
- Whether or not any occupational health assessment is necessary;
- An assessment as to whether any further action may be necessary such as Management Intervention.

Record Keeping

In order that absence can be monitored effectively and sick pay paid properly it is essential that accurate records of absence are kept. All medical certificates and Return to Work Interview Forms will be kept on the employee's personal record in compliance with the company's obligations on data protection.

Management Intervention

In certain circumstances it will be necessary for the designated manager to formally review an employee's sickness absence and discuss this with them. The company uses the following 'trigger points' as a guide to when such a review should take place:

- Long term absence lasting 4 weeks or more;
- Absence due to a serious or progressive illness;

- Absence due to hospitalisation;
- Absence due to a work related injury, illness or condition;
- Any absence due to stress;
- A distinct pattern of absence;
- Where an employee has had 3 separate periods of absence within a 6 month period;
- Where an employee has had 5 separate periods of absence within a 12 month period.

The purposes of a Management Intervention is to identify any recurrent and underlying causes of absence and to assess whether or not any action can be taken to reduce absence levels or facilitate a return to work, decide whether or not formal capability procedures should be convened and to decide whether or not reasonable adjustments should be implemented.

The normal form for Management Intervention will be a comprehensive meeting between the employee and the designated manager. Any occupational health assessment or other medical information obtained will be reviewed at the meeting.

The designated manager will make a decision either at the meeting, or within 3 working days as to whether any further action is needed. The designated manager will confirm the outcome of the meeting in all cases in writing within 5 working days of having made a decision.

Referral to an occupational health professional / Request for medical report or records

In order to facilitate the company's understanding of any health condition which is affecting your attendance at work or performance of your job it may be necessary to refer an employee to an occupational health professional or obtain a medical report or records from your GP or treating hospital.

Strict standards of confidentiality will be maintained when requesting and handling an employee's personal medical information and the employee's consent will be required in order to make a referral or obtain a report or records.

Occupational Health Referrals

Where the designated manager feels that an Occupational Health Referral is appropriate they will fully consult with the employee about this and obtain their express consent to make a referral.

When an employee attends an Occupational Health Referral the report will provide the following information to the designated manager:

- What is the likely duration of any absence?
- Is there an underlying medical condition responsible for the absence(s)?
- Is the absence likely to recur?
- Is there any temporary or permanent restriction on the employee's ability to perform the duties of their post?
- For temporary restrictions - the likely duration, if permanent the nature of the restriction.
- Is redeployment to alternative duties considered appropriate?
- Recommended appropriate alternative work areas and any restrictions.
- Is ill health retirement, where available, considered appropriate?
- Is counselling likely to be of assistance to this employee?
- Does the employee would be considered to have a disability under the provisions of the Equalities Act 2010?

The report will not disclose any confidential details of an employee's medical conditions and treatment without the employee's consent.

The designated manager will review the Occupational Health report on receipt. The designated manager may disclose the content of the report to their senior manager but must otherwise keep the contents of the report confidential, except with the express consent of the employee.

The cost of any Occupational Health Referral will be paid by the company. The appointment may take the

form of a face to face appointment (at either the employee's place of work, the employee's home or the Occupational Health Service's premises as appropriate) or by way of a telephone consultation.

Requests for a Medical Report or Records

It may be deemed necessary to obtain a medical report from an employee's GP or treating hospital and / or copies of the employee's medical records as well as, or instead of, an Occupational Health Referral.

The employee's written consent will be required to obtain a report or records and this will be obtained in compliance with the Access to Medical Records Act 1998.

When an employee is asked for consent to request a medical report or records they will have 3 options:

1. The employee can withhold his/her consent;
2. The employee can give consent to the request with the proviso that the employee is permitted to inspect the report or records before they are sent to the employer.

The doctor will be informed that the employee wishes to see the report; but they must make contact personally with the doctor within 21 days of having given consent to make arrangements to view the report or records. The onus to make contact with the doctor falls on the employee.

If the doctor has not received contact from the employee within 21 days of receiving the request they may assume that the employee does not wish to see the report and that the employee consents to the report being supplied to the company.

When the employee sees the report, if there is anything in it that s/he considers incorrect or misleading s/he can request (but this request must be in writing) that the Doctor amends the report, but s/he is not obliged to do so. If the Doctor refuses to amend it the employee may:

- Withdraw consent for the report to be issued; or
- Ask the Doctor to attach to the report a statement setting the employee's own views; or
- Agree to the report being issued unchanged.

3. The employee may consent to the application for the report and indicate that s/he does not wish to see the report before it is supplied.

If you change your mind after the application is made and tell the Doctor in writing s/he will allow 21 days to elapse after such a notification so that the employee may arrange to see the report (if the report has not already been supplied before s/he changed his/her mind).

Whether or not the employee decides to see the report before it is sent, s/he has the right to ask the Doctor for a copy of the report at any time up to 6 months after it was supplied, but s/he is entitled to make a charge for this.

The designated manager will review the report or records on receipt. The designated manager may disclose the content of the report or records to their senior manager but must otherwise keep the contents of the report or records confidential, except with the express consent of the employee.

The cost of any Medical Report or Records will be paid by the company.

Reasonable adjustments and the Equality Act 2010

The company is committed to equal opportunities and to upholding the principals and requirements of the Equality Act 2010.

In all circumstances the company will, where practicable, accommodate any adjustments requested by employees due to ill health or injury which are necessary to allow the employee to perform their job role.

Where it is apparent that the employee may have a disability for the purposes of the Equality Act 2010 the company will fully consider and explore the possibilities of making reasonable adjustments to enable the

employee to continue in their job role.

A disability is defined by the Equality Act 2010 as a physical or mental impairment which has a substantial and long term adverse affect on the employee's ability to carry out normal day to day activities.

Reasonable adjustments to a role can take a variety of forms including:

- reviewing the content of the job and possible re-allocation of duties
- reviewing the working commitment of the staff member
- provision of specialist equipment - e.g. chairs, wrist supports, computer equipment
- alterations to the working environment
- provision of support workers

Consideration will be given to the cost and effectiveness of the proposed adjustments.

In certain cases it will not be possible to make reasonable adjustments to an employee's role which would make it possible for them to effectively continue in that role. In such circumstances the company will consider redeployment of the employee.

Redeployment

Where an employee is unable to carry out their normal job role due to ill health or injury, even with adjustments to that role, the company will consider redeployment of the employee, either on a temporary or permanent basis.

The company will make the employee aware of any role or vacancies which may be suitable for the employee to undertake.

The employee will then be required to provide an expression of interest to the designated manager for any role for which they would like to be considered.

The designated manager will then arrange for the employee to meet with the manager(s) responsible for the role(s) in order to discuss the possible redeployment of the employee to that role. The employee may need to demonstrate that they have the necessary experience or qualification to perform that role.

Full consideration will be given to any reasonable adjustments that may be necessary for the employee to perform the alternative job role.

The company is under no obligation to create a job role for an employee who is unable to perform their normal job role.

The company is under no obligation to extend any provisions relating to sick pay to employees with a disability but consideration will be given to this where the absence is due in part or whole to the acts or omissions of the company or its employees.

Termination of employment and ill health retirement

Circumstances may arise where an employee is unable to perform their job role due to ill health or injury and where there is no possibility of redeploying the employee.

In such circumstances consideration may need to be given to dismissal of the employee on the grounds of capability (ill health) and in such cases formal capability proceedings will be convened. Please refer to the Capability Procedure for further information on this process.

Where an employee is enrolled in a pension, or other, scheme that makes provision for retirement of the grounds of ill health then consideration will be given to this possibility and the matter referred to the relevant scheme provider.

Statutory Sick Pay

Pursuant to HMRC rules, eligibility of an employee to Statutory Sick Pay (SSP) is dependent on the employee notifying the company of each period of absence in compliance with the Absence Reporting Procedure detailed at paragraph 1.

Where the employee fails without good reason to comply with the Absence Reporting Procedure the company reserves the right to withhold payment of SSP.

SSP is payable, where the employee meets the relevant criteria set by HMRC, after the first three calendar days of absence from work. These days are known as waiting days and only days where the employee would normally be at work, but for the absence, count.

SSP is payable for a maximum of 28 weeks. SSP is paid by the company on behalf of the Department of Work and Pension and is included in any Company Sick Pay, not paid in addition or after any entitlement to Company Sick Pay has expired.

Where an employee does not meet the HMRC criteria to receive SSP, or where an employee's entitlement to SSP has expired the employee may be entitled to claim Employment and Support Allowance (ESA) from the Department of Work and Pensions. The Company will advise the employee that they are either not entitled to SSP, or that their SSP is due to expire on a particular date. The Company will provide the employee with an SSP1 form explaining why SSP is either not payable or no longer payable and which the employee will need to make an application for ESA.

If the employee disagrees with the assessment that they are not entitled to (any further) SSP then they should raise this with his/her designated manager. Where a dispute continues over entitlement to SSP then the employee can raise a query with the HMRC Statutory Dispute Team.

Company Sick Pay

If an employee is entitled to Company Sick Pay (CSP) they will have been provided with a separate document detailing his/her entitlement to CSP.

Eligibility of an employee to payment of CSP is dependent on the employee notifying the company of each period of absence in compliance with the Absence Reporting Procedure detailed at paragraph 1.

Where the employee fails without good reason to comply with the Absence Reporting Procedure the company reserves the right to withhold payment of CSP.

CSP is payable at the complete discretion of the management, except where expressly provided otherwise.

Sickness During Annual Leave

An employee who is sick during a period of annual leave may elect to postpone the period of annual leave during which they are sick and take it at a later date.

The postponed period of annual leave must be taken during the same holiday year, except where this is not physically possible or not possible due to the interests and requirements of the business, in which case the postponed period must be taken at the first available opportunity in the following holiday year.

The employee must give his/her designated manager notice that they wish to postpone the period of annual leave during which they are sick at the time they report the sickness. Sickness must be reported as per the requirements of the Absence Reporting Procedure at Paragraph 1.

The employee must then make a request in the normal manner to take the postponed annual leave.

Where an employee fails to request to take the period of annual leave before the end of the annual leave year it will not be carried forward and they will lose the right to that annual leave.

The employee must provide a self certification form and / or medical certificate as per the requirements of

the Absence Reporting Procedure at Paragraph 1 above.

Where the employee is sick during a public holiday or a holiday prescribed by the company the employee will not be able to postpone that period of annual leave if such leave entitlement is in addition to the employee's minimum statutory entitlement to annual leave.

Accumulation of Annual Leave on Sick Leave

An employee will continue to accrue annual leave entitlement whilst on sick leave.

An employee may request to take a period of annual leave whilst they are on sick leave. The employee will still be deemed to be on sick leave but will be paid holiday pay for the requested period and this will be deducted from their annual leave entitlement.

An employee who is on long term sick and therefore unable to take their annual leave entitlement during the annual leave year in which it accrues, due to the period of sickness, may carry that unused annual leave forward to the following year. The employee must give notice to his/her designated manager that they wish to do this and such notice must be given in writing prior to the end of the annual leave year in which the leave accrues. This provision applies only to the employee's statutory annual leave entitlement and is subject to the provisions of Paragraph 13 below.

Employees can not be paid in lieu of their statutory annual leave entitlement except on termination of employment.

If employment is terminated during long term sickness which spans more than one annual leave year then the employee will be entitled to payment in lieu of untaken annual leave year for the entire period of absence. This provision applies only to the employee's statutory annual leave entitlement and is subject to the provisions of Paragraph 13 below.

Long term absence and annual leave

Where a period of continuous absence lasts 18 months or more all annual leave entitlement which accrued prior to the period of 18 months, ending on the last day of absence from work, and which has not been paid will lapse.

Section 2: Other Authorised Absences

Authorised Absence for Statutory Reasons

Employees have the right to time off work for certain reasons specified by law, which include:

- The right to time off for public duties;
- The right to time off for pension scheme trustees;
- The right to time off for dependents;
- The right to time off to look for work and/or training in cases of redundancy;
- The right to time off for employee representatives;
- The right to time off for study or training for young employees.

The company is committed to allowing employees to exercise the above rights in accordance with the legal provisions and with regard for the needs of the business.

Remuneration for Authorised Absence for Statutory Reasons

Where the Company is required by law to remunerate an employee during a period of authorised leave then they will do so in accordance with the relevant statutory provisions.

Many forms of statutory authorised leave are without pay. In such circumstances the employee will not be remunerated during the period of absence, except at the complete discretion of the management.

Further information on an employee's right to remuneration during a period of authorised leave is available on request from the employee's designated manager.

Authorised Absence - Other Reasons

There will be situations which will arise where an employee requires time off from work which are not covered by other leave entitlements. The company will authorise such requests for absence wherever possible, but at the entire discretion of the management.

Where an employee requires time off from work they should complete an Absence Request Form and submit it to his/her designated manager as soon as possible.

Any company policy on authorised absence for specific reasons, such as bereavement, will be available from the employee's designated manager on request.

Authorised Absence Procedure

This procedure applies where an employee needs time off which is not covered by another form of leave entitlement, or any of the following reasons as defined by the Employment Rights Act 1996:

- public duties
- duties as a pension scheme trustee
- duties as an employee representative
- study or training (young employees)

Any employee, who may need time off for any of the above reasons, should notify their designated manager of the reason they may need time off and any further information they are able to give regarding the time off which they may have to take.

The designated manager will record the information on the employee's personal records.

When an employee needs specific time off for one of the above reasons, or some other reason, then they must complete an Authorised Absence Form as soon as practicable and submit this to their designated manager.

The designated manager will consider the application and will notify the employee, within 5 working days of receipt of the application, of whether or not the request has been granted.

Where an employee's request is not accepted, in whole or part, the employee will be notified in writing including the reasons therefore.

The employee has the right to appeal the decision using the following procedure:

Appeal Process: Authorised Absence

If the employee disagrees with the reasons for rejecting a request for authorised absence then they have the right to appeal.

Wherever possible the appeal will be dealt with by a manager who was not involved in the initial application and who holds an equivalent or more senior position.

All appeals should be made in writing within 5 working days of receipt of the written outcome to the initial application to the person specified in the written outcome. The appeal should state the reasons for appealing.

The appeal manager will acknowledge receipt of the appeal in writing and will inform the employee of the next steps and timescales for the progression of the appeal.

In most circumstances the next step will for the appeal manager to review the appeal documentation and then hold a formal appeal hearing at which the employee will have the opportunity to provide, and the appeal manager to seek, further information in order for the appeal to be fully and properly considered.

At any appeal hearing the employee has the right to be accompanied by a trade union representative or colleague of their choice. If the employee's chosen representative is unable to attend the scheduled appeal hearing the employee should notify the investigating manager as soon as practicable. We will postpone any appeal hearing by up to a maximum of 5 working days in order to allow the employee's chosen representative to attend.

The employee's representative will be permitted to make representations of behalf of the employee and to confer with the employee during any appeal hearing. The representative will not be permitted to answer questions on behalf of the employee at the appeal hearing.

At the end of the hearing the appeal manager will inform the employee of the next steps in their appeal. This will depend on the particular circumstances of the appeal but may involve further investigations or a decision on the outcome of the appeal. The next steps or outcome will be confirmed to the employee in writing within 5 working days of the appeal hearing.

The final outcome of the appeal will be communicated to the employee in writing as soon as is practicable. The final decision on the appeal will represent the end of the internal procedure and there will be no further right of appeal.

Where an employee seeks time off, or takes time off, for a statutory reason then they will not be subjected to any form of disciplinary proceedings, or any other detriment, unless they have, or are reasonably suspected of having done so, in bad faith.

Return to Work Interview

Where an employee has had an authorised absence then his/her designated manager may deem it necessary to hold a Return to Work Interview, depending on the nature or the absence, the length of the absence or any significant developments in the company during the absence.

In this case the meeting will be held as soon as practicable on the employees return to work and a Return to Work Form will be completed by the designated manager and signed by him/her and the employee.

At the meeting the following topics may be discussed:

- Any significant company developments during the absence;
- The employee's absence record over the previous 12 months;
- The identification of any support mechanisms or reasonable adjustments that may be beneficial; and
- Any issues which may have an ongoing impact on the employee's ability to attend work.

Emergency Leave for Dependants

All employees have the right to reasonable time off to care for dependants in emergency circumstances, as defined by the Employment Rights Act 1996.

The company is aware of, and committed to, this right and employees will not be subject to any form of detriment where they exercise the right responsibly and in good faith.

Emergency Leave for Dependants is unpaid, except at the entire discretion of the management.

A dependant is defined as:

- A spouse or civil partner,
- A child,
- A parent,
- A person who lives in the same household as the employee, otherwise than by reason of being

- his/her employee, boarder, tenant or lodger,
- Any person who reasonably relies on the employee for assistance on occasion where the person falls ill, is injured or assaulted, or
- Any person who reasonably relies on the employee to make arrangements for the provision of care in the event of an illness or injury.

An employee is permitted to take a reasonable amount of time off during his/her working hours in order to take action which is necessary:

- to provide assistance on an occasion when a dependant falls ill, gives birth or is injured or assaulted,
- to make arrangements for the provision of care for a dependant who is ill or injured,
- in consequence of the death of a dependant,
- because of the unexpected disruption or termination of arrangements for the care of a dependant, or
- to deal with an incident which involves a child of the employee and which occurs unexpectedly in a period during which an educational establishment which the child attends is responsible for him.

In order to be eligible for Emergency Leave for Dependants the employee must:

- Tell his/her designated manager of the absence and the reason for it as soon as reasonably practicable; and
- Tell his/her designated manager how long they expect the absence to last for (except where it was not practicable to tell the designated manager of the absence until after the employee has returned to work).

On return to work the employee must complete the Emergency Dependants Leave Form and submit this to his/her designated manager before or at the start of the Return to Work Meeting, which will be held in accordance with the procedure below.

Employees must note that Emergency Leave for Dependants is for use in unexpected situations to deal with short term issues or make initial arrangements for medium or long term issues.

Where the issue giving rise to the leave is likely to continue for the medium or long term future (usually more than one or two days) and necessitate further leave then the employee will be expected to make arrangements to take that further leave under alternative leave provisions (for example annual leave, parental leave etc.).

Return to Work Interview

On the employee's return to work after Emergency Leave for Dependants a return to work interview will be held as soon as practicable between the employee and their designated manager.

The purpose of the return to work meeting is for the employee to explain the reasons for the absence, identify any issues that may have arisen which may arise as a result of the absence, discuss what support might be appropriate for the employee and update the employee on any relevant developments that have happened at work during their absence.

Prior to the meeting the employee must complete an Emergency Leave for Dependants Form which they should submit to their designated manager either prior to or at the beginning of the meeting.

At the return to work the following topics may be discussed, along with any others as appropriate:

- To review the absence and any previous absences for emergency leave for dependants;
- The identification of any support mechanisms that may be beneficial;
- Any issues which may have an ongoing impact on the employee's ability to attend work;

- An assessment as to whether any further action may be necessary such as Management Intervention.

At the end of the meeting the designated manager will complete the Emergency Leave for Dependents Form. In the majority of circumstances the leave will be authorised although guidance may be given on taking emergency leave for dependents in the future.

If the designated manager considers that the employee used the right to take emergency leave for dependents in bad faith then they may refer the matter for investigation, which may lead to disciplinary proceedings. Full reasons for such a decision will be given.

The company will not subject an employee to investigation, disciplinary proceedings or any form of detriment as a result of the employee taking, or seeking to take, emergency leave for dependents unless the company has reasonable belief the employee has acted in bad faith. Where an employee is suspected of using his/her right to emergency leave for dependents in bad faith then the matter will be dealt with in accordance with the company's disciplinary policy.

Section 3: Unauthorised Absence

An employee who is absent from work without prior authority, for a reason other than ill health or emergency leave for dependents or without following the proper absence reporting procedures will be classified as being on unauthorised absence.

In such circumstances a member of the company, usually the employee's designated manager, will seek to contact the employee to check on his/her wellbeing and to determine the reason for absence.

On the employee's return to work a Return to Work Interview will be held with the designated manager to discuss the employee's absence as soon as practicable. At the meeting a Return to Work Interview Form will be completed by the designated manager and signed by the employee:

At the meeting the following topics may be discussed:

- Any issues the employee has that gave rise to the absence;
- The identification of any support mechanisms that may be beneficial;
- The reasons for the absence;
- The reason, if applicable, that the employee did not follow the correct absence reporting procedures;
- Any issues which may have an ongoing impact on the employee's ability to attend work; and
- An assessment as to whether any further action may be necessary such as Management Intervention or the commencement of disciplinary procedures.

The designated manager will always in the first instance seek to obtain as much information as possible from the employee in relation to the absence before deciding on what, if any further action to take and they will also seek to provide support and assistance to the employee where necessary and possible. Employees should however note that unplanned and unauthorised absences will have a detrimental impact on the operation of the business and therefore absence which is unauthorised or not reported properly without good reason will more often and not lead to either an informal or formal disciplinary warning.

Employees whose absence is unwarranted, unreasonable or unauthorised may receive a formal disciplinary warning and in severe cases could be dismissed.

Employees should refer to the company Disciplinary Procedure for further guidance on the process for handling disciplinary matters.

2. Adoption Leave and Pay Policy

UK ADOPTIONS

This section applies to all employees who are adopting a child from within the UK.

STATUTORY ADOPTION LEAVE

ENTITLEMENT

1. An employee who is adopting as an individual may be entitled to Statutory Adoption Leave (SAL). Where an employee is jointly adopting with another person then, if eligible, they will be entitled to take SAL if the other joint adopter is not taking SAL.
2. The partner of an individual adopter, or a joint adopter who is not taking SAL may be entitled to take Ordinary and Additional Paternity Leave: see below for more on this issue.
3. An employee who is entitled to take SAL may take up to 52 weeks in total: 26 weeks' ordinary adoption leave and 26 weeks' additional adoption leave.
4. Any entitlement to adoption leave in addition to the statutory minimum will be detailed in the Employee Benefits and Entitlements Schedule annexed to his or her contract of employment or where authorised at the entire discretion of senior management.
5. The employee must have been matched with a child by a UK Adoption Agency and the employee must have notified the Agency that they agree to having the child placed with them and have agreed a date for the adoption to begin.

NOTIFICATIONS

6. An employee must notify the company of the date they wish their adoption leave to begin within 7 days of being matched with the child. Notification must be in writing using the Employee Adoption Leave Form, available from the employee's designated manager. The employee should also have the Certificate of Adoption attached to the Employee Adoption Leave Form completed by the Adoption Agency.
7. An employee's period of SAL may start on the date the placement begins, or a predetermined date up to 14 days prior to the date the placement is to begin.
8. If the date of placement changes then the employee must inform his / her designated manager as soon as is reasonably practicable.
9. If an employee wishes to change the date on which his/her adoption leave begins then s/he must give the company notice of the change. Notice must be given in writing and must, unless not reasonably practicable, be given at least 28 days before the new date on which the adoption leave will commence, or 28 days before the original date on which adoption leave would begin, whichever is sooner.
10. Within 28 days of receipt of notification of the date on which the employee wishes to commence his / her SAL the company will write to the employee confirming the date on which the employee's SAL will end.
11. Where the employee alters the date on which her SAL will commence, or where her adoption leave begins on a different date due to a change of the date of placement, then the company will write to the employee within 28 days of the date on which his / her SAL began to confirm the new date on which his / her SAL will end.
12. An employee is entitled to return to work on a date earlier than the date on which SAL would end. Where an employee wishes to return to work on an earlier date (or otherwise alter the date on which it has been agreed s/he will return to work) then s/he must give notice in writing to the company of the change at least 8 weeks before the new date on which she will return to work, or at least 8 weeks before the date on which it was originally agreed that she would return to work, whichever is earliest.
13. The company can agree to waive the requirement to give 8 weeks notice of a change to return to work, but this is at the entire discretion of management and will be dependent on the requirements of the company including, but not limited to, any arrangements the company has made to cover the employee's duties whilst she is on adoption leave.
14. Where the employee fails to give the requisite 8 weeks' notice of a change to the date s/he will return to work then the company has the right to require that the employee returns to work on the original date.

ADOPTION APPOINTMENTS (PAID)

15. Where the employee is the primary adopter s/he may take time off work to attend up to 5 adoption appointments between the date on which they are notified that a placement is expected to be made and the date on which the placement occurs.
16. The maximum length of time the employee may have off is 6.5 hours per appointment.
17. The employee shall provide the employer with proof of any appointment upon request by the employer.
18. The employee is entitled to receive his/her normal remuneration whilst attending such an appointment during working hours and will not be expected to use other leave entitlement to cover such an appointment.

ADOPTION APPOINTMENTS (UNPAID)

19. Where the employee is the secondary adopter s/he may take time off work to attend up to 2 adoption appointments between the date on which they notified that a placement is expected to be made and the date on which the placement occurs.
20. The maximum length of time the employee may have off is 6.5 hours per appointment.
21. The employee shall provide the employer with proof of any appointment upon request by the employer.
22. The time spent attending such an appointment will be unpaid except at the sole discretion of the employer.

KEEPING IN TOUCH

23. During a period of adoption leave the company will make contact with the employee as required in order to inform the employee of information which she has the right to be aware of (e.g. internal vacancies, staff consultations or any other important information that may affect the employee on her return to work).
24. The employee should complete the relevant section of the Employee Adoption Leave Form regarding the way in which she would like the company to keep in touch. The company will attempt to comply with these preferences wherever possible but there may be certain circumstances where the nature of the need to make contact requires the company to use an alternative means of contact.
25. The employee may also make contact with her designated manager, or other managers as agreed, regarding any issues of concern such as her job role, return to work and adoption leave or pay.
26. An employee is entitled to complete 10 'keeping in touch' days (KIT days) where she attends work during her adoption leave without affect his/her entitlement to receive Statutory Adoption Pay (SAP).
27. An employee is only required to attend a KIT day if s/he is happy to do so. Conversely, the company does not have to permit the employee to complete a KIT day.
28. The date, time and nature of a KIT day should be agreed between the employee and his/her designated manager. An employee may carry out his/her normal duties during a KIT day or may attend a conference or training. Even if an employee only attends work for a short period and less than his/her normal working day this will still count as a KIT day.
29. The rate at which an employee will be paid for attending a KIT day is detailed in the Employee Benefits and Entitlements Schedule.
30. If an employee attends work having already attended 10 KIT days then she will lose a weeks' Statutory Adoption Pay for each week in which she attends her 11th, or subsequent, day at work whilst taking a period of SAL.

RETURN TO WORK

31. All employees are entitled to return to work after a period of adoption leave.
32. If an employee returns to work after adoption leave of 26 weeks or less duration then s/he is entitled to return to her existing position on the same terms and conditions.
33. If an employee returns to work after a period of adoption leave of more than 26 weeks duration then they s/he is entitled to return to her existing position on the same terms and conditions, unless this is not reasonably practicable, in which case the employee will be permitted to return to a suitable alternative position on terms and conditions that are no less favourable than those for his/her original position.
34. Where it is not reasonably practicable for an employee to return to his/her existing position then the company will consult fully with the employee about the reasons for this and the alternative options.
35. Where an employee wishes to return to work before the end of their adoption leave, their partner may be entitled to Shared Parental leave for the remaining period up to a maximum of 50 weeks.
36. Employees who wish to return to work early must give 8 weeks notice of this intention to their

employer. In order to qualify for Shared Parental leave the employee must follow the correct process as set out in the Shared Parental Leave policy.

TERMS AND CONDITIONS WHILST ON ADOPTION LEAVE

37. An employee who is on adoption leave will retain the same benefits and be bound by the same obligations arising from the terms and conditions of employment that s/he was on prior to the adoption leave, except those terms and conditions relating to remuneration.
38. For the purposes of the above paragraph entitlement to use of a company car, mobile phone or other equipment will be classified as remuneration if it is provided solely for business use.

ADOPTION PAY

39. All employees who take adoption leave are entitled to receive Statutory Adoption Pay (SAP) providing that:
 - a. they have been employed continuously by the company for at least 26 weeks by the end of the week in which the child was matched;
 - b. they meet the eligibility criteria set by the government; and
 - c. they have met the notification requirements set out above.
40. If an employee has entitlement to Company Adoption Pay (CAP) then this will be detailed in the Employee Benefits and Entitlement Schedule.
41. Payment of CAP may be dependant on certain criteria relating to the employee's return to work. Where an employee does not meet these criteria and the company has the right to reimbursement of all or part of any CAP paid then the company has the right to make deductions from any monies owing to the employee by the company including, but not limited to, any wages, bonus, commission or payment in lieu of holiday pay.
42. In order to be eligible to receive CAP the employee must notify the company of the adoption in compliance with the notification requirements set out above.
43. SAP will be paid at the rate determined by HMRC for up to 39 weeks. Further information on the rate of SAP which will be paid can be obtained from the employee's designated manager.
44. Entitlement to SAP is determined in part by the employee's average earnings over the 8 weeks up to the week in which the child was matched. The company will assess the employee's eligibility for SAP after the end of the 8 week period and will accordingly notify the employee whether or not they are eligible for SAP.
45. If an employee does not meet the eligibility criteria for SAP then the company will complete and provide to the employee a SAP1 form explaining why this is the case.
46. Employees who are not eligible for CAP or SAP may be entitled to other forms of financial support and should contact his/her local Jobcentre Plus and / or the Adoption Agency as soon as possible.

PATERNITY LEAVE

47. The law provides for periods of paternity leave for employees who are to have parental responsibility for a newly adopted child but who are not taking Statutory Adoption Leave. These are called Ordinary Paternity Leave (OPL) and Additional Paternity Leave (APL).

ORDINARY PATERNITY LEAVE FOR ADOPTERS

ENTITLEMENT

48. An employee is eligible for Ordinary Paternity Leave (OPL) if they have been continuously employed by the company for at least 26 weeks before the end of the week in which? the child was matched and:
 - a. They are a joint adopter of the child; or
 - b. They are the partner of the child's adopter and will have responsibility for the upbringing for the child, along with the child's adopter.
49. An employee who is eligible for OPL may take either a single block of one week or a single block of two weeks' paternity leave. Employees cannot take odd days or two separate weeks of paternity leave.
50. The employee must be taking a period of Ordinary Paternity Leave in order to care for the child and not for any other purpose.
51. The leave can begin on or after the day on which the child is placed with the adoptive parent(s) and must end on or before the 56th day after the date of placement.
52. The employee may choose to begin his/her period of OPL on;
 - a. The day of the placement (if the employee is at work on this day the OPL will begin on the

- following day); or
- b. A day which is a predetermined number of days after the date on which the child is placed (for example 7 days after the date the child is placed); or
- c. A predetermined date which is later than the date of the placement (for example, where the expected date of placement is 5th June the employee could choose that the OPL begins on 8th of June 2012).

NOTIFICATION

- 53. In order to be eligible for OPL the employee must notify the company that the child has been matched and that s/he wants to take OPL within 7 days of the date on which the child was matched. If this is not reasonably practicable then the employee must give notice as soon as possible.
- 54. The employee must give the following information when giving notice that they wish to take OPL:
 - a. That they wish to take OPL;
 - b. Whether they wish to take one week or two weeks OPL;
 - c. The date on which they want OPL to begin;
 - d. The date on which it is expected that the child will be placed; and
 - e. The date on which the adoptive parent(s) were notified that they had been matched.
- 55. The employee should give notice in writing by completing the Employee Adoption Leave Form.
- 56. An employee may vary the date on which he wishes his/her OPL to begin. The employee should give notice of the variation as soon as possible and, should give notice at least 28 days before the date on which it was expected that the OPL would begin, or the new expected date, whichever is sooner.
- 57. Where an employee is unable to give notice in compliance with the above minimum timescale then they must give notice as soon as reasonably practicable.
- 58. Where an employee has given a predetermined date on which to commence his/her paternity leave and the child has not been placed by that date then the employee must select a later date and give the employer notice of that date as soon as is practicable.
- 59. An employee must give notice as soon as is practicable of the date on which the child is placed with the adoptive parent(s).

COMMENCEMENT OF PATERNITY LEAVE

- 60. The employee's paternity leave will begin on the date on which the employee has specified unless they have chosen to commence paternity leave on the day the child is placed and they are at work on that day. In such a case the paternity leave will commence on the next day.

RETURN TO WORK

- 61. All employees are entitled to return to work after a period of paternity leave.
- 62. If an employee returns to work after OPL then s/he is entitled to return to his/her existing position on the same terms and conditions.
- 63. If an employee returns to work after a period of OPL followed immediately by a period of parental leave of four weeks duration or more then they s/he is entitled to return to his/her existing position on the same terms and conditions, unless this is not reasonably practicable, in which case the employee will be permitted to return to a suitable alternative position on terms and conditions that are no less favourable than those for his/her original position.
- 64. Where it is not reasonably practicable for an employee to return to his/her existing position then the company will consult fully with the employee about the reasons for this and the alternative options.

TERMS AND CONDITIONS WHILST ON PATERNITY LEAVE

- 65. An employee who is on paternity leave will retain the same benefits and be bound by the same obligations arising from the terms and conditions of employment that s/he was on prior to the paternity leave, except in relation to those terms and conditions relating to remuneration.
- 66. For the purposes of the above paragraph entitlement to use of a company car, mobile phone or other equipment will be classified as remuneration if it is provided solely for business use.

PATERNITY PAY

- 67. All employees who take OPL are entitled to receive Ordinary Statutory Paternity Pay (OSPP) providing that:
 - a. they have been employed continuously by the company for at least 26 weeks by the end of the week in which the child was matched;
 - b. they continue to work for the company up to the date of the placement;

- c. they meet the eligibility criteria set by the government (the company will work out if the employee meets these criteria);
 - d. they have completed an SC4 form (available from the employee's designated manager) at least 28 days before they want the payment of OSPP to begin; and
 - e. they have met the notification requirements set out above.
68. If an employee has entitlement to Company Paternity Pay (CPP) then this will be detailed in the Employee Benefits and Entitlement Schedule.
69. Payment of CPP may be dependant on certain criteria relating to the employee's return to work. Where an employee does not meet these criteria and the company has the right to reimbursement of all or part of any CPP paid then the company has the right to make deductions from any monies owing to the employee by the company including, but not limited to, any wages, bonus, commission or payment in lieu of holiday pay.
70. In order to be eligible to receive CPP the employee must notify the company of the wish to take paternity leave in compliance with the notification requirements set out above.
71. OSPP will be paid at the rate determined by HMRC. Further information on the rate of OSPP which will be paid can be obtained by your designated manager.
72. Entitlement to OSPP is determined in part by the employee's average earnings over the 8 weeks up to the matching week. The company will assess the employee's eligibility for OSPP after the end of the 8 week period and will accordingly notify the employee whether or not they are eligible for OSPP.
73. If an employee does not meet the eligibility criteria for OSPP then the company will complete and provide to the employee an OSPP1 form explaining why they are not entitled to OSPP.
74. An employee who is not entitled to receive OSPP may be entitled to receive Income Support during any period of paternity leave and should contact his/her local Jobcentre Plus as soon as possible.

ADDITIONAL PATERNITY LEAVE (APL)

ENTITLEMENT

75. An employee will be entitled to take additional paternity leave (APL) if they have been continuously employed by the company for at least 26 weeks before the end of the week the child is matched and is either:
- a. A joint adoptive parent of the child but not taking Statutory Adoption Leave; or
 - b. The partner of the adoptive parent and will have responsibility for the upbringing for the child.
- And
- a. The employee must work from the matching week up to the week in which the APL begins; and
 - b. The employee's partner is an adoptive parent must be entitled to Statutory Adoption Leave or Statutory Adoption Pay; and
 - c. The adoptive parent must have returned to work after at least two weeks' adoption leave and the period of adoption leave has ended and any payment of statutory adoption pay has stopped.
76. An employee who is entitled to APL may take a minimum of 2 weeks' and a maximum of 26 weeks' leave. The period of leave can begin from 20 weeks' after the child was placed and must have ended by the first anniversary of the placement.

ADDITIONAL STATUTORY PATERNITY PAY (ASPP)

77. An employee who is taking a period of APL may also be entitled to payment of additional statutory paternity pay (ASPP) if he meets the following conditions:
- a. He is taking time off during the period in which the adoptive parent was entitled to receive statutory adoption pay; and
 - b. The adoptive parent has returned to work; and
 - c. The adoptive parent has at least two weeks of his/her statutory adoption pay remaining.
78. The employee must also meet the earnings criteria set by the government. The company will work out if the employee meets these criteria.
79. OSPP will be paid at the rate determined by HMRC. Further information on the rate of OSPP which will be paid can be obtained by your designated manager.

NOTIFICATION

80. An employee who wishes to take a period of APL (and ASPP) must complete and submit a SC8 form, which can be obtained from his designated manager, to the designated manager. The (other) adoptive parent must also complete and sign the relevant section of the form.
81. The SC8 form must be submitted to the employee's designated manager at least 8 weeks before s/he

wishes the period of APL to begin.

82. The company, on receipt of an SC8 may request that the employee provides a copy of the notification from the adoption agency and the name and address of the (other) adoptive parent's employer within 28 days of receiving the form.
83. The employee must provide the certificate or information within 28 days of the request.
84. The company will confirm, in writing, within 28 days of receipt of the SC8 the dates of the APL and the details of any ASPP payable. If the employee is not entitled to ASPP then the employer will provide the employee with an ASPP1 form explaining why this is the case.

CHANGES TO APL / ASPP

85. If the employee wishes to change the dates on which they begin or end their period of APL (or if they no longer wish to take APL) they must give at least 6 weeks notice before the date the leave was due to begin or end or the date they now want the leave to begin or end, whichever date is earlier.
86. The notification must be given in writing.
87. If the employee does not give the requisite 6 weeks notice then the company reserves the right to insist that the employee take leave on the dates originally requested. In this case the company will make payment of any ASPP which employee is entitled to if the (other) adoptive has returned to work.
88. If an employee's dates of APL change then this may affect their entitlement to ASPP.
89. The company will confirm the details of any change to APL and ASPP entitlement within 28 days of receipt of the request to change.

OVERSEAS ADOPTIONS

This section applies to all employees who are adopting a child from outside the UK.

STATUTORY ADOPTION LEAVE

ENTITLEMENT

90. An employee who is adopting as an individual may be entitled to Statutory Adoption Leave (SAL). Where an employee is jointly adopting with another person then, if eligible, they will be entitled to take SAL if the other joint adoptive parent is not taking SAL.
91. The partner of an individual adoptive parent, or a joint adoptive parent who is not taking SAL may be entitled to take Ordinary and Additional Paternity Leave: see below for more on this issue.
92. An employee who is entitled to take SAL may take up to 52 weeks in total: 26 weeks' ordinary adoption leave and 26 weeks' additional adoption leave.
93. Any entitlement to adoption leave in addition to the statutory minimum will be detailed in the Employee Benefits and Entitlements Schedule annexed to his or her contract of employment or where authorised at the entire discretion of senior management.
94. In order to be entitled to take SAL an employee must have been continuously employed for 26 weeks by the time the employee received official notification from the relevant UK authority that they are eligible to adopt a child from abroad or by the time they expect the SAL to begin, whichever is later.

NOTIFICATIONS

95. An employee must give notification as follows in order to be eligible for SAL:
 - i. The employee must inform the company of the date that official notification was received and the date it is expected the child will arrive in the UK. This must be done within 28 days of the date on which notification was received, or where the employee did not have 26 weeks' continuous service on this date, within 28 days of the date on which the employee has completed 26 weeks' continuous employment.
 - ii. The employee must give at least 28 days notice of the date that they wish to commence his/her period of SAL.
 - iii. The employee must notify the company that the child has arrived in the UK within 28 days of this date.
96. An employee's period of SAL may start on the date the child arrives in the UK or a predetermined date no later than 28 days after the day on which the child arrived in the UK.
97. If the date the child is expected to arrive in the UK changes then the employee must inform his / her designated manager as soon as is reasonably practicable.
98. If an employee wishes to change the date on which his/her adoption leave begins then s/he must give the company notice of the change. Notice must be given in writing and must, unless not reasonably practicable, be given at least 28 days before the new date on which the adoption leave

will commence, or 28 days before the original date on which adoption leave would begin, whichever is sooner.

99. Within 28 days of receipt of notification of the date on which the employee wishes to commence his / her SAL the company will write to the employee confirming the date on which the employee's SAL will end.
100. Where the employee alters the date on which her SAL will commence, or where her adoption leave begins on a different date due to a change of the date of placement, then the company will write to the employee within 28 days of the date on which his / her SAL began to confirm the new date on which his / her SAL will end.
101. An employee is entitled to return to work on a date earlier than the date on which SAL would end. Where an employee wishes to return to work on an earlier date (or otherwise alter the date on which it has been agreed s/he will return to work) then s/he must give notice in writing to the company of the change at least 8 weeks before the new date on which she will return to work, or at least 8 weeks before the date on which it was originally agreed that she would return to work, whichever is earliest.
102. The company can agree to waive the requirement to give 8 weeks notice of a change to return to work, but this is at the entire discretion of management and will be dependent on the requirements of the company including, but not limited to, any arrangements the company has made to cover the employee's duties whilst she is on adoption leave.
103. Where the employee fails to give the requisite 8 weeks' notice of a change to the date s/he will return to work then the company has the right to require that the employee returns to work on the original date.

KEEPING IN TOUCH

104. During a period of adoption leave the company will make contact with the employee as required in order to inform the employee of information which she has the right to be aware of (e.g. internal vacancies, staff consultations or any other important information that may affect the employee on her return to work).
105. The employee should complete the relevant section of the Employee Adoption Leave Form regarding the way in which she would like the company to keep in touch. The company will attempt to comply with these preferences wherever possible but there may be certain circumstances where the nature of the need to make contact requires the company to use an alternative means of contact.
106. The employee may also make contact with her designated manager, or other managers as agreed, regarding any issues of concern such as her job role, return to work and adoption leave or pay.
107. An employee is entitled to complete 10 'keeping in touch' days (KIT days) where she attends work during her adoption leave without affect his/her entitlement to receive Statutory Adoption Pay (SAP).
108. An employee is only required to attend a KIT day if s/he is happy to do so. Conversely, the company does not have to permit the employee to complete a KIT day.
109. The date, time and nature of a KIT day should be agreed between the employee and his/her designated manager. An employee may carry out his/her normal duties during a KIT day or may attend a conference or training. Even if an employee only attends work for a short period and less than his/her normal working day this will still count as a KIT day.
110. The rate at which an employee will be paid for attending a KIT day is detailed in the Employee Benefits and Entitlements Schedule.
111. If an employee attends work having already attended 10 KIT days then she will lose a weeks' Statutory Adoption Pay for each week in which she attends her 11th, or subsequent, day at work whilst taking a period of SAL.

RETURN TO WORK

112. All employees are entitled to return to work after a period of adoption leave.
113. If an employee returns to work after adoption leave of 26 weeks or less duration then s/he is entitled to return to her existing position on the same terms and conditions.
114. If an employee returns to work after a period of adoption leave of more than 26 weeks duration then they s/he is entitled to return to her existing position on the same terms and conditions, unless this is not reasonably practicable, in which case the employee will be permitted to return to a suitable alternative position on terms and conditions that are no less favourable than those for his/her original position.
115. Where it is not reasonably practicable for an employee to return to his/her existing position then the company will consult fully with the employee about the reasons for this and the alternative options.

TERMS AND CONDITIONS WHILST ON ADOPTION LEAVE

116. An employee who is on adoption leave will retain the same benefits and be bound by the same obligations arising from the terms and conditions of employment that s/he was on prior to the adoption leave, except those terms and conditions relating to remuneration.
117. For the purposes of the above paragraph entitlement to use of a company car, mobile phone or other equipment will be classified as remuneration if it is provided solely for business use.

ADOPTION PAY

118. All employees who take adoption leave are entitled to receive Statutory Adoption Pay (SAP) providing that:
- a. they have been employed continuously by the company for at least 26 weeks by the date they received official notification, or the date they begin SAL, whichever is later;
 - b. they meet the eligibility criteria set by the government; and
 - c. they have met the notification requirements set out above.
119. If an employee has entitlement to Company Adoption Pay (CAP) then this will be detailed in the Employee Benefits and Entitlement Schedule.
120. Payment of CAP may be dependant on certain criteria relating to the employee's return to work. Where an employee does not meet these criteria and the company has the right to reimbursement of all or part of any CAP paid then the company has the right to make deductions from any monies owing to the employee by the company including, but not limited to, any wages, bonus, commission or payment in lieu of holiday pay.
121. In order to be eligible to receive CAP the employee must notify the company of the adoption in compliance with the notification requirements set out above.
122. SAP will be paid at the rate determined by HMRC for up to 39 weeks. Further information on the rate of SAP which will be paid can be obtained from the employee's designated manager.
123. Entitlement to SAP is determined in part by the employee's average earnings over the 8 weeks up to the week in which official notification was received or the employee completed 26 weeks of continuous employment, whichever is later. The company will assess the employee's eligibility for SAP after the end of the 8 week period and will accordingly notify the employee whether or not they are eligible for SAP.
124. If an employee does not meet the eligibility criteria for SAP then the company will complete and provide to the employee a SAP1 form explaining why this is the case.
125. Employees who are not eligible for CAP or SAP may be entitled to other forms of financial support and should contact his/her local Jobcentre Plus and / or the Adoption Agency as soon as possible.

3. Alcohol and Drugs Policy

INTRODUCTION

Under the Health and Safety at Work Act 1974, companies have a legal requirement and responsibility to provide a safe working environment for all their employees.

This policy applies to all employees working for the Company. In addition, before embarking on a working relationship with a third party (e.g. an employment agency), the Company will ensure that they agree to compliance with the policy irrespective of their own existing policies and practices.

The Company will aim to ensure all of its employees are clear about the rules concerning alcohol and drug misuse and the consequences of breaching those rules. However, the company also recognises that many alcohol and drug problems can be resolved successfully with early medical intervention, counselling and treatment, and with commitment and understanding on both sides. In such circumstances, so long as the problem has been identified and/or admitted before serious misconduct issues have arisen, the company will be understanding and may offer the employee help and assistance in making a satisfactory and speedy return to full fitness and work.

1. DEFINITION OF TERMS USED IN THIS POLICY

Substances – includes but is not limited to alcohol, drugs and solvents.

Alcohol – includes, but is not limited to distilled spirits, liquor, beer, wine, malt liquor, or any other intoxicants used for beverage purposes.

Drugs – any psychoactive substance (those drugs that affect mood, thought process or perception), available both legally and illegally. A non-exhaustive list would include all those drugs covered by the Misuse of Drugs Act (1971) and The Medicines Act (1968).

Illegal drugs – all those drugs covered by the Misuse of Drugs Act (1971).

Dependency / addiction – where the user has adapted physically and/or psychologically to the presence of a substance and would suffer if it were withdrawn abruptly.

Company premises – to include all premises the Company has responsibility for and includes all Company vehicles.

Impaired / intoxicated – (Alcohol) In terms of this policy, any person who has Breath Alcohol Concentration that exceeds 35 micrograms per 100 millilitres of breath or equivalent in Blood Alcohol Concentration, (to be confirmed by an appropriate test) is deemed to be intoxicated and therefore be impaired.

Impaired – (Drugs) In terms of this policy, any person found to have consumed illegal drugs or used drugs in an unsanctioned or reported way (to be confirmed by an appropriate test) is deemed to be impaired through drugs.

Misuse (of substances) – this applies to using substances in an unsanctioned way. For example any illegal drug use, or using drugs for non-medical purposes without proper direction to do so from an appropriately qualified person such as a medical doctor or pharmacist. It also applies to substances that are harmful or hazardous to the individual or to others and is likely to distort perception and response to the user's environment and can impair normal functioning and development.

2. RULES

The rules below exist primarily to protect the safety of employees and the public alike, and disregard of them will be treated as serious misconduct and lead to disciplinary action and possibly dismissal (either with or without notice, depending on the merits of the case).

- a. Staff must not report for work under the influence of alcohol as this may lead to impairment in

the performance of their duties.

- b. Staff must not consume alcohol during working hours (including whilst on standby) or during lunchtime / other work breaks.
- c. Staff who are representing the Company outside normal working hours e.g. by entertaining or being entertained by clients or who have to stay overnight whilst on business will be required to take a sensible approach to social drinking and act in a responsible manner. Any behaviour which is seen to damage the reputation of the Company may be treated as misconduct.
- d. Staff must not use, sell, possess, be under the influence or be impaired by the use of opiates, cocaine, marijuana, heroin, amphetamines, solvents, tranquillisers, or any other drugs for non-medical reasons, whilst on Company premises and work sites or whilst on Company business. Staff found to be selling or in possession of any illegal substance will be reported to the police without exception as these are classed as criminal offences under the Misuse of Drugs Act 1971.

In connection with any of the above, staff may be required to present themselves for examination by one of the Company's Medical Advisers which may include testing.

3. PRESCRIBED/OVER THE COUNTER MEDICATION

Staff on prescribed or over the counter medication must seek advice from a pharmacist or GP regarding any side effect which could cause impairment before reporting for duty. If an employee is advised that there is likelihood that the impairment will have an effect on their ability to perform their duties, they must inform their Line Manager or if they feel unable to do so, their local HR Manager. Their Manager/Human Resources Manager may seek advice from an Occupational Health Advisor, following which alternative duties may be considered. This information will be kept confidential and held in a secure file with limited access.

4. TESTING PROCESS

In order to monitor the effectiveness of the policy and ensure compliance, testing will be used as a means to detect any breaches in its rules. Depending on the circumstances, following a positive result, Employees may be given support to help them resolve the problem or dealt with in accordance with the Company's Disciplinary Procedure.

Testing for the use of unauthorised substances as outlined in this section below will be carried out in the following circumstances:

i. Pre-employment medical

All prospective Employees will be asked a series of questions to establish if they have a current or past dependency on drugs or alcohol. Depending on the results, they may or may not be offered employment with the company. All prospective employees may be randomly tested as part of the screening process. Any person who tests positive for the substances noted below will have their offer of employment withdrawn. Any candidate who refuses the test will not be offered employment with the Company.

ii. With cause or post incident

Where there is a reasonable belief that an employee may be under the influence of alcohol or drugs, "with cause" testing may be used. Employees who receive a positive result will be referred to a Medical Adviser for further review. It should be noted that this will require two tests, the first will give a result at the time of testing, and the second will be sent to a laboratory for confirmation. As the second result cannot be produced immediately, the Company may suspend an Employee or offer them alternative duties on the grounds of Health and Safety until such time that the test results have been confirmed. In any case, test results should be confirmed within 3 working days unless this is not reasonably practicable.

The same process may be applied following an incident which is subject to a safety/disciplinary fact finding investigation.

iii. Customer requirement

It may be necessary to agree to the provision of testing as part of the tendering process involved in gaining a new contract. As such contracts will be necessary for the continued growth of the business, the customers testing clause will supersede any provision the Company may have in their policy. Employees will therefore be required to submit themselves for testing (random or otherwise) should it be required under the terms of a customer contract.

Failure to submit to testing in such circumstances will automatically be deemed a fail and dealt with in accordance with the Company's disciplinary procedure. The employee may not be able to continue working on the particular contract.

Random

Employees, agency workers and contractors who carry out high risk or safety critical tasks at work may be subject to random testing.

Individuals would not be notified until their test was about to be carried out.

Testing Provisions

A urine or breath sample will be used to detect the following substances:

- a. Alcohol
- b. Stimulants including amphetamines, ecstasy, cocaine and crack cocaine
- c. Barbiturates including high strength tranquilisers
- d. Benzodiazepines including high strength tranquilisers and valium
- e. Cannabinoids including cannabis, grass and resin
- f. Hallucinogens including LSD
- g. Opiates including heroin and morphine

Levels that will determine a positive result/fail in accordance with the list above:

1. - Anything above the Government's legal drink/drive limit (currently 35 micrograms of alcohol per 100ml of breath or 107 milligrams of alcohol per 100ml of urine).

2 - 7 - In accordance with established legal and medical practice.

Refusal to submit a specimen of breath or urine for testing will automatically be deemed as a fail and may be dealt with in accordance with the Company's Disciplinary Procedure.

Test results will be sent back to the Company as positive (fail) or negative (pass).

GENERAL GUIDANCE

As some general advice, the following lists, whilst not exhaustive, may give an indication that an employee is under the influence of alcohol or drugs:

Signs of current intoxication:

- Smell of alcohol or solvents
- Unsteadiness
- Mood swings including aggressive behaviour
- Appearing to be unaware or detached from reality
- Incoherent speech / slurred words
- Poor communication and inappropriate comments to colleagues
- Anxious and irritable
- Glazed eyes
- Inappropriate giggling

Signs of long term problems:

- Poor attendance / timekeeping
- Erratic periods of absence with no apparent underlying cause
- Poor work performance including variations in both quality and quantity of work
- Prone to accidents particularly slips, trips and falls

- Overall presentation of employee is deteriorating
- Lack of concentration / poor attention span
- Argumentative and irritable with no rational explanation
- Gradual/dramatic changes in a previously reliable employee

Managers should not rely solely on one particular element and individual circumstances should be taken in to consideration. They should also take any concerns expressed by fellow colleagues seriously as they have more close contact with the individual that may be affected.

4. Annual Leave Policy

Introduction

All employees and workers, as defined by the Employment Rights Act 1996, are entitled to a minimum period of annual leave each year. This policy sets out the company policy on annual leave entitlement and the procedures to be followed when taking annual leave.

Entitlement

Your annual leave entitlement, along with the dates of the company annual leave year and any provisions relating to public holidays and shut down periods will be detailed in your employment contract.

Entitlement is calculated pro-rata in relation to a maximum of 5 working days per week. Where an employee works an irregular amount of hours each week then his/her holiday entitlement will be calculated at any time using the average number of hours worked over the twelve weeks ending with the week prior to the week in which the relevant period of annual leave begins.

Employees are responsible for ensuring that they take their full annual leave entitlement each year as, subject to long term periods of absence due to ill health or maternity leave, any unused entitlement remaining at the end of the annual leave year will be lost.

Where an employee commences employment part way through an annual leave year then his/her entitlement will be calculated pro-rata according to the proportion of the annual leave year remaining at the commencement of employment.

Requesting Annual Leave

An employee requesting annual leave must do so in compliance with the company procedure.

The employee should submit a request for holiday in accordance with the company procedure for doing so (i.e. by using the prescribed form or online / email system).

The request should be completed in full and be submitted to the employee's designated manager in line with the timescale set out in the employment contract.

Employees should note that the maximum length of annual leave permitted at any one time will normally be 14 calendar days. Any requests for annual leave for 14 or more days will only be approved in special circumstances at the discretion of senior management.

Confirmation of Annual Leave

All requests will be considered in light of business needs and any limits on the number of staff, of a particular category, who may be absent from work at any one time.

The company has the right to refuse any request for annual leave, although it will not act as to unreasonably prevent an employee from using their statutory minimum annual leave entitlement during the annual leave year.

As a general rule requests for annual leave will be dealt with on a first come first served basis and employees should always submit an annual leave request form as early as possible.

Employees should refrain from making, or agreeing to make, payment for any holiday before his/her request has been approved by the company.

The employee's designated manager may either approve an employee's request for annual leave or refuse it. The manager may also approve, after consultation with the employee, a modified period of annual leave, for example form a shorter period of time or different dates.

The employee's designated manager will complete the response slip on the 'Annual Leave Request Form'

and provide a copy to the employee.

Compulsory periods of annual leave

The company is entitled to prescribe that an employee takes a period of annual leave at a prescribed time, according to the needs of the business. Accordingly the company may require that an employee retains a certain number of days annual leave entitlement to cover such a period.

In such circumstances the company will notify the employee of such periods at the beginning of the annual leave year or, where that is not possible, as soon as reasonably practicable.

Block out periods

The Company may prescribe periods during each annual leave year when an employee is not permitted to take annual leave due to the needs of the business. Such periods may be detailed in the employee's contract of employment or may be notified to the employee at the start of the annual leave year or, where that is not possible, as soon as reasonably practicable.

Carrying over annual leave to the subsequent year

All employees by law must take at least 4 weeks' annual leave each year. Any annual leave entitlement above 4 weeks up to 1.6 weeks may, at the discretion of the company, be carried over to the subsequent annual leave year, but must then be taken during the following annual leave year.

Any entitlement in excess of 5.6 weeks may be carried over to subsequent annual leave years or paid in lieu at the entire discretion of the company.

Any contractual right to carry over or receive payment in lieu of annual leave entitlement will be detailed in the employee's contract of employment.

Annual leave rights on termination of employment

Where an employee's annual leave terminates, for whatever reason, part way through an annual leave year then his/her entitlement will be calculated according to the amount of that annual leave year which has elapsed up to the effective date of termination.

Where the employee has not used up his/her full entitlement for that part year then the company will make payment in lieu of that unused entitlement. The company reserves the right to request that an employee uses all or part of any outstanding annual leave during any notice period which the employee works.

The company may reduce the amount paid in lieu of annual leave where the employee's employment terminates in certain circumstances, e.g. where the employee is dismissed for gross misconduct or resigns and fails without good reason to give or work his/her full notice period. The company will provide full details of any such provisions to the employee in his/her contract of employment, or other relevant agreement.

Where an employee has used more annual leave than s/he had accrued during that part annual leave year then the company is entitled to deduct an amount equivalent to that paid for the period of annual leave which had not accrued from any payment owing to the employee on termination of employment, including but not limited to any payment due for wages, bonus, commission or expenses.

Sickness during Annual Leave

An employee who is sick during a period of annual leave may elect to postpone the period of annual leave during which they are sick and take it at a later date.

The postponed period of annual leave must be taken during the same holiday year, except where this is not physically possible or not possible due to the interests and requirements of the business, in which case the postponed period must be taken at the first available opportunity in the following holiday year.

The employee must give his/her designated manager notice that they wish to postpone the period of annual leave during which they are sick at the time they report the sickness. Sickness must be reported as

per the requirements of the Absence Reporting Procedure.

The employee must then make a request in the normal manner to take the postponed annual leave.

Where an employee fails to request to take the period of annual leave before the end of the annual leave year it will not be carried forward and they will lose the right to that annual leave.

The employee must provide a self certification form and / or medical certificate as per the requirements of the Absence Reporting Procedure.

Where the employee is sick during a public holiday or a holiday prescribed by the company the employee will not be able to postpone that period of annual leave if such leave entitlement is in addition to the employee's minimum statutory entitlement to annual leave.

Accumulation of Annual Leave on Sick Leave

An employee will continue to accrue annual leave entitlement whilst on sick leave.

An employee may request to take a period of annual leave whilst they are on sick leave. The employee will still be deemed to be on sick leave but will be paid holiday pay for the requested period and this will be deducted from their annual leave entitlement.

An employee who is on long term sick and therefore unable to take their annual leave entitlement during the annual leave year in which it accrues, due to the period of sickness, may carry that unused annual leave forward to the following year. The employee must give notice to his/her designated manager that they wish to do this and such notice must be given in writing prior to the end of the annual leave year in which the leave accrues. This provision applies only to the employee's statutory annual leave entitlement.

Employees can not be paid in lieu of their statutory annual leave entitlement except on termination of employment.

If employment is terminated during long term sickness which spans more than one annual leave year then the employee will be entitled to payment in lieu of untaken annual leave year for the entire period of absence. This provision applies only to the employee's statutory annual leave entitlement and is subject to the provisions of the paragraph below.

Long term absence and annual leave

Where a period of continuous absence lasts 18 months or more all annual leave entitlement which accrued prior to the period of 18 months, ending on the last day of absence from work, and which has not been paid will lapse.

5. Anti-Bribery Policy

INTRODUCTION

The company has implemented this policy to ensure the highest standards of honesty and integrity in its business. The company has assessed the risk to the business of acts of bribery and corruption and expects all employees and associated persons acting on behalf of the company to comply with this policy and to ensure that no offence under the Bribery Act 2010 is committed for which the company would be liable. Failure to comply with this policy may constitute a serious act of misconduct which could result in the dismissal of an employee / worker or the cancellation of a contract with an associated person.

1. Bribery

Bribery may be known as a bung, kickback, favour for cash or another term. It is generally defined as the giving or receiving of a financial inducement or other advantage in return for the improper performance of a relevant function or activity.

Examples of bribery include giving or receiving a financial inducement or other advantage in order to:

- secure or keep a contract
- secure an order
- gain any advantage over a competitor
- turn a blind eye to a health safety issue or poor performance or substitution of materials or false labour charges
- falsify an inspection report or obtain a certificate

Bribes can be given to, or received from representatives of suppliers, contractors, public officials and clients amongst others.

Bribes do not have to involve a cash payment and can include the giving or receiving of gifts, hospitality, entertainment or other benefit.

2. The Bribery Act 2010

The Bribery Act makes it a criminal offence for an individual to offer or accept a bribe and is punishable by a fine and / or up to 10 years imprisonment.

The Act also states that an offence will be committed by a commercial organisation if they fail to prevent a person associated with the organisation from offering or accepting a bribe which would obtain or retain business for the organisation or cause the organisation to gain an advantage in the conduct of its business.

An associated person could include a director, shareholder, employee, agency worker, sub-contractor, supplier or other third party acting in association with the organisation such as a partner in a joint venture. Where an organisation is found guilty of this offence this can be punished by an unlimited fine and / or the loss of the right to tender for government contracts.

The conviction of the organisation, and / or any person acting in association with the organisation, could also cause severe damage to the reputation of the organisation.

In order to ensure compliance with the Act and general principles of honesty, integrity and commercial fairness the company has adopted the policy in order to prevent the commission of acts of bribery in its name.

3. Prohibited Conduct

The following conduct is prohibited by this policy:

- making unofficial payments to officials in order to obtain any permission, permit or stamp;
- making payments or giving incentives in order to obtain or retain business

- accepting payments or receiving incentives in return for accepting a tender for business
- making or receiving a facilitation payment to expedite the performance of a routine procedure or function

The above conduct is prohibited, regardless of the location where it occurs, anywhere in the world. No director, shareholder, employee, agent or other third party acting on behalf of the company shall be involved in such conduct.

4. Permitted conduct

This policy is not intended to prohibit the following practices provided they are appropriate, proportionate and are properly recorded:

- normal hospitality (this should normally be to thank an existing client or supplier for loyalty and should not normally occur during a tendering process or contract negotiations); or
- fast tracking a process which is available to all on the payment of a fee; or
- providing resources to assist a person or body to make a decision more efficiently, provided that it is for this purpose only.

5. Due diligence – suppliers and partners

Where a person acting on behalf of the business is considering entering into an agreement with a new supplier, agent or partner then they should consider whether or not that person or organisation is likely to be involved in corrupt or unlawful practices that may be in contravention of the Bribery Act 2010.

Factors that should be considered include:

- the nature of the business carried out by the supplier, agent or partner
- the location(s) where the supplier, agent or partner is based and carries on its business
- whether or not the supplier, agent or partner will be making payments (including taxes or fees) on behalf of the company
- whether or not the supplier, agent or partner will be applying for permits, licences or official stamps from public officials or authorities on behalf of the business
- whether or not the supplier, agent or partner will be involved in tender processes or contract negotiations on behalf of the business.

Where it is considered that there is a risk of bribery arising from entering into an agreement with a new supplier then due diligence on the supplier, agent or partner must be carried out. This may involve obtaining information on any anti bribery policies the supplier, agent or partner has in place, obtaining third party references for the supplier, agent or partner and obtaining criminal record checks for relevant individuals.

Whenever the company enters into an agreement with a new supplier, agent or partner then they must be made aware of the company anti bribery policy and confirm their intent to comply with it at all times.

Where it is considered that there is a significant risk of bribery then the matter must be referred to a director or senior management for advice and direction before any agreement is entered into.

6. Reporting procedures

Any person associated with the business who suspects that any person or organisation engaged in business, or associated, with the company is involved in bribery should report this through the Company Whistle Blowing policy. A copy of the Company Whistle Blowing policy is available on request.

All reports will be taken seriously and dealt with promptly and where possible in confidence. Any person reporting suspected bribery should be able to do so without fear of reprisal and no disciplinary or otherwise detrimental action will be taken against a person for reporting a suspected act of bribery, unless there is evidence that they did so in bad faith.

6. Bullying and Harassment Policy

Introduction

The Company is committed to encouraging and maintaining good employee relations within a friendly, safe and inclusive working environment. In addition to the obligations placed upon both employers and employees by the Equality Act 2010, everyone has the right to be treated with consideration, fairness, dignity and respect. This contributes to a workplace environment in which individuals feel safe and can work effectively competently and confidently.

This policy applies to all directors, officers, employees and contractors working for or on behalf of the Company. It also extends to temporary, casual or agency staff, interns and work experience students.

This policy should be read in conjunction with the Equal Opportunities Policy which sets out the Company's provisions and requirements in relation to the Equality Act 2010.

Responsibilities

Each and every individual to whom this policy applies has the responsibility to ensure that their conduct abides by the principles of this policy. In addition:

a. Directors and Partners

Those with responsibility for the overall management of the Company must maintain the highest standards of conduct as an example to the rest of the work force.

It is also their responsibility that any allegations or instances of bullying and harassment are dealt with in accordance with the aims of this policy and relevant company procedures. They understand that the Company can be held liable for instances of bullying or harassment where they have been ignored or mismanaged.

They must also ensure that this policy is communicated to all staff and that it is reviewed and kept up to date.

b. Managers

Those with management responsibilities will often be the first person to be made aware of an allegation of bullying and harassment and it is therefore imperative that they fully inform themselves of the provisions of this policy.

Managers should keep themselves alert to the possibility of bullying and harassment within their teams and throughout the organisation. Dealing with issues at an early stage will make it far easier to resolve issues and to ensure that the principles of this policy are achieved.

c. Employees, contractors, temporary staff and other workers

Where an individual witnesses instances of bullying or harassment they must refer it immediately to their manager, or if not appropriate or possible, another member of the management team.

Principles

The key principles of this policy are:

- All staff have the right to be treated with dignity and respect.
- All staff have the right to be treated fairly and not be subjected to unlawful discrimination.
- All reported alleged harassment or bullying will be responded to in accordance with this policy. Should the alleged complaint involve an individual's Line Manager as either alleged perpetrator or witness the complaint should be reported to the next level of management.
- Staff are encouraged to try to resolve complaints through the informal procedure where that is

appropriate.

- Mediation either internally or from an external source will be considered where appropriate as part of the informal procedure.
- Employees who are the subject of an alleged complaint are entitled to be provided with details of the alleged complaint and to respond. Complaints under the formal approach will be taken forward in accordance with the Company Grievance Procedure.
- Where during the course of investigation of a complaint it is determined that a disciplinary investigation is required then this will be undertaken in accordance with the Company Disciplinary Procedure.
- Harassment, victimisation, bullying and unlawful discrimination may result in disciplinary action up to and including dismissal.
- Any malicious or vexatious complaints may also result in the Disciplinary Procedure being invoked.
- Access to sources of advice and confidential counselling are available to staff.
- Managers and sources of support will be provided with development to support them in the application of the policy.

Defining bullying and harassment

Harassment may be defined as any conduct which is:

- unwanted by the recipient
- is considered objectionable
- causes humiliation, offence, distress or other detrimental effect

Harassment may be an isolated occurrence or repetitive: it may occur against one or more individuals.

Harassment may be, but is not limited to:

- Physical contact - ranging from touching to serious assault, gestures, intimidation, aggressive behaviour.
- Verbal ? unwelcome remarks, suggestions and propositions, malicious gossip, jokes and banter, offensive language.
- Non-verbal ? offensive literature or pictures, graffiti and computer imagery, isolation or non-co-operation and exclusion or isolation from social activities.

Bullying is unlikely to be a single or isolated instance. It is usually, but not exclusively repeated and persistent behaviour which is offensive, abusive, intimidating, malicious or insulting. Bullying includes but is not limited to:

- Conduct which is intimidating, physically abusive or threatening
- Conduct that denigrates, ridicules or humiliates an individual, especially in front of colleagues
- Humiliating an individual in front of colleagues
- Picking on one person when there is a common problem
- Shouting at an individual to get things done
- Consistently undermining someone and their ability to do the job
- Setting unrealistic targets or excessive workloads
- "cyber bullying" i.e. bullying via e-mail. (This should be borne in mind where employees are working remotely and are managed by e-mail. Care and sensitivity should be practised with regard to the choice of context and language).
- Setting an individual up to fail e.g. by giving inadequate instructions or unreasonable deadlines.

Harassment and Bullying may be summarised as any behaviour that is unwanted by the person to whom it is directed. It is the impact of the behaviour rather than the intent of the perpetrator that is the determinant as to whether harassment or bullying has occurred.

Procedural considerations

If it is considered that one of the parties concerned in a harassment or bullying case should be moved from their current workplace, then as a matter of principle the Company will normally remove the alleged perpetrator rather than the complainant. However, the final decision on who should be moved should reflect the particular circumstances of the case. It should be noted and explained to those concerned that the moving of either party is not an implication of guilt or culpability and no detriment to either party will be construed as a consequence.

All matters relating to the investigation of complaints of harassment or bullying will be treated in strict

confidence. Any breach of confidentiality in this regard may render those responsible liable to disciplinary actions. However, it will be necessary that any alleged perpetrator is made aware of the allegations against them and the name(s) of those making the allegations together with the name(s) of any witnesses.

No employee will be victimised or suffer detriment for making a complaint of harassment or bullying and no manager shall threaten either explicitly or implicitly that an employee's complaint will be used as the basis for decisions affecting that employee. Such conduct will be treated as a very serious disciplinary offence. Similarly, managers are required to act on any complaint of harassment or bullying. Failure to do so will be regarded as misconduct which if proven, will result in disciplinary action.

This policy and procedure will be reviewed periodically giving due consideration to legislative changes.

7. Capability Policy

INTRODUCTION

The Company acknowledges that circumstances may arise where an employee encounters issues with performing his / her job role.

The Company will seek to address these issues at an early stage and informally wherever possible.

However, where issues relating to capability persist then it may be necessary to institute formal proceedings under this policy to address these issues.

Capability issues may be the result of a number of different factors including ill health, disability, a lack of training / experience or a lack of application. The purpose of this policy is to set out mechanisms for identifying the limiting factor, devising a method to address that factor and, if necessary, making alternative arrangements where it has not been possible to resolve the capability issues.

This policy is non-contractual and will not normally be used during a probationary period.

1. PRINCIPLES

Managers have a responsibility to continually monitor an employee's performance.

Employees have a responsibility to raise with their managers any concerns they have about their own performance and any factors which they believe are constraining their performance.

The Company commits to providing each employee with clearly defined roles and responsibilities in order that his/her level of performance can be effectively evaluated.

The Company commits to providing employees with line management support and reasonable opportunity for relevant training and development.

Where an employee has a disability as defined by the Equality Act 2010 then that disability will be taken into consideration within any of the procedures under this policy.

Employee's have a statutory right to be accompanied at any meetings where formal action under this policy may be taken.

Employee's have the right to appeal against any formal action taken under this policy.

2. SCOPE

This policy applies to all employees of the company and all workers (except the self-employed) engaged directly by the company.

Any agency staff and other workers who are not directly engaged by the company do not fall within the scope of this policy and any capability issues they have should be dealt with by that individual's statutory employer.

This policy applies where the capability issues are, or appear to be, the result of a lack of aptitude, training, experience or recurring short term and unconnected absences.

Where it is considered that the primary cause of the capability issues is the employee's attitude, rather than inability, then the matter should be dealt with under the company Disciplinary Policy.

Where the capability issues are, or appear to be, a result of the employee's long term ill health then the matter should be dealt with under the company Long Term Sickness Management Policy.

Where the capability issues appear to result from a combination of both ill health and a lack of training, aptitude or experience then the procedure will be dealt with under the part which is deemed

by management to be most appropriate in the circumstances.

3. STAGE 1: INFORMAL PROCEEDINGS

Whenever possible capability issues should be dealt with in the first instance on an informal basis.

The employee's manager should meet with the employee and set out clearly where and how the employee's performance falls short. The manager should state what standard of performance is expected.

The employee should be given the opportunity to ask for clarification and to raise any issues which they believe is impacting on their performance.

Where the employee indicates that there may be health issues which are constraining their performance then consideration should be given to referring the employee to an occupational health professional or suggesting that the employee seek advice from his/her doctor. It may be appropriate for the manager to then transfer management of the issue to the Sickness Management Policy.

If it is agreed that there is a performance issue then the manager should devise an action plan which has the purpose of achieving an improvement in the employee's performance. The action plan should:

- i. Take into account any mitigating circumstances;
- ii. Make clear the standards of performance expected;
- iii. Set out any strategies or resources the employee should utilise to improve performance;
- iv. Set a clear and realistic time frame in which the improvement should be achieved;
- v. Detail any support or training that will be provided;
- vi. Set out clear arrangements for regular review of the employee's performance; and
- vii. State how the performance will be reviewed.

The action plan should be put in writing and signed by both the manager and employee. A copy of any agreed action plan will be placed on the employee's personnel file for a maximum of 6 months but will not be taken into account as part of any redundancy or restructuring selection process.

The employee should be informed that a failure to achieve the required standard in the given time frame is likely to result in the institution of formal proceedings under this policy. Formal procedures may be convened at an earlier point should serious performance related issues arise.

Where, during the agreed time scale, the manager is satisfied that the employee's performance has reached the required standard they should meet with the employee to advise them accordingly, discuss how this improvement was achieved and how it should be maintained. The manager should confirm in writing that the employee has reached the required standard and a copy of this notification should be attached to the agreed action plan on the employee's personal record.

4. FORMAL PROCEDURES – STAGE 1

Where there are serious or persistent issues with an employee's performance and managing the issue informally has either not succeeded or is not appropriate then it will be necessary to institute formal capability procedures.

The manager should review the performance records and any other relevant documents including any that arose out of informal procedures. Having confirmed that there are reasonable grounds on which to commence formal capability proceedings the manager should invite the employee to a formal capability hearing. The invitation should be made in writing and should:

- i. Outline the reasons for the meeting;
- ii. Explain what the maximum sanction being considered is;
- iii. Include copies of any relevant documents the manager wishes to rely on;
- iv. Advise the employee of his/her right to be accompanied at the meeting.

The employee has the right to be accompanied at the meeting by either an accredited trade union representative or colleague. The manager may, at his/her entire discretion, allow the employees to be

accompanied by another person such as a family member or friend. The employee must seek the permission of the manager to be accompanied by someone other than a trade union representative or a colleague.

It is the responsibility of the employee to arrange for someone to accompany them to the meeting and they should notify the manager in advance of the person who will accompany them.

If the employee's chosen trade union representative or colleague is unable to accompany them at the time of the scheduled meeting then the employee must notify the manager of this. The manager will then postpone the meeting by a maximum of 5 working days (beginning on the working day immediately after the day the meeting was scheduled to be held) to a convenient time.

At the meeting the manager should explain in detail where the employee's performance falls short of the standard expected.

The employee should be given the opportunity to ask for clarification of the standards expected and to raise any issues that may be impacting on his/her performance.

The manager should review any previous action plans and any changes in the employee's performance since the start of the plan(s).

The manager should then devise a new action plan and may issue a first performance warning. The action plan should:

- i. Specify the performance issue;
- ii. Set tangible targets for improvement;
- iii. Set a timescale for achieving the improvement including review dates;
- iv. Specify any training or support to be provided; and
- v. Specify what action may be taken if the improvement required is not achieved.

If a first performance warning is issued as well then the employee should be informed that:

1. The warning will remain on their file for a period of 12 months;
2. That the employee will be expected to achieve the improvement in performance as required and detailed by the action plan;
3. That if the required improvement in performance is not achieved then further formal capability proceedings may be instituted; and
4. That the employee has the right to appeal against the decision to impose a first performance warning.

5. FORMAL PROCEDURES – STAGE 2

If, after the imposition of a first performance warning, an employee fails to meet the standards of performance as required and detailed by the corresponding action plan then Stage 2 of the Formal Capability Proceedings may be instituted

The manager should review the performance records and any other relevant documents including the action plan from the Stage 1 proceedings. Having confirmed that there are reasonable grounds on which to reconvene formal capability proceedings the manager should invite the employee to a formal capability hearing. The invitation should be made in writing and should:

- i. Outline the reasons for the meeting;
- ii. Explain what the maximum sanction being considered is;
- iii. Include copies of any relevant documents the manager wishes to rely on;
- iv. Advise the employee of his/her right to be accompanied at the meeting.

The employee has the right to be accompanied at the meeting by either an accredited trade union representative or colleague. The manager may, at his/her entire discretion, allow the employees to be accompanied by another person such as a family member or friend. The employee must seek the permission of the manager to be accompanied by someone other than a trade union representative or a colleague.

It is the responsibility of the employee to arrange for someone to accompany them to the meeting and they should notify the manager in advance of the person who will accompany them.

If the employee's chosen trade union representative or colleague is unable to accompany them at the time of the scheduled meeting then the employee must notify the manager of this. The manager will then postpone the meeting by a maximum of 5 working days (beginning on the working day immediately after the day the meeting was scheduled to be held) to a convenient time.

At the meeting the manager should explain in detail where the employee's performance continues to fall short of the standard expected.

The employee should be given the opportunity to ask for clarification of the standards expected and to raise any issues that may be impacting on his/her performance.

The manager should review the previous action plans and any changes in the employee's performance since the start of the plan(s).

The manager should then devise a new action plan and may issue a second performance warning. The action plan should:

- i. Specify the performance issue;
- ii. Set tangible targets for improvement;
- iii. Set a timescale for achieving the improvement including review dates;
- iv. Specify any training or support to be provided; and
- v. Specify what action may be taken if the improvement required is not achieved.

If a second performance warning is issued as well then the employee should be informed that:

- i. The warning will remain on their file for a period of 18 months;
- ii. That the employee will be expected to achieve the improvement in performance as required and detailed by the action plan;
- iii. That if the required improvement in performance is not achieved, or during the active period of the warning performance falls below the required level, then further formal capability proceedings may be instituted which may result in dismissal; and
- iv. That the employee has the right to appeal against the decision to impose a second performance warning.

6. FORMAL PROCEEDINGS – STAGE 3

If, after the imposition of a second performance warning, an employee fails to meet the standards of performance as required and detailed by the corresponding action plan then Stage 3 of the Formal Capability Proceedings may be instituted.

The manager should review the performance records and any other relevant documents including the action plan from Stage 1 and 2 proceedings. Having confirmed that there are reasonable grounds on which to reconvene formal capability proceedings the manager should invite the employee to a formal capability hearing. The invitation should be made in writing and should:

- i. Outline the reasons for the meeting;
- ii. Explain what the maximum sanction being considered is;
- iii. Include copies of any relevant documents the manager wishes to rely on;
- iv. Advise the employee of his/her right to be accompanied at the meeting.

The employee has the right to be accompanied at the meeting by either an accredited trade union representative or colleague. The manager may, at his/her entire discretion, allow the employees to be accompanied by another person such as a family member or friend. The employee must seek the permission of the manager to be accompanied by someone other than a trade union representative or a colleague.

It is the responsibility of the employee to arrange for someone to accompany them to the meeting and they should notify the manager in advance of the person who will accompany them.

If the employee's chosen trade union representative or colleague is unable to accompany them at the time of the scheduled meeting then the employee must notify the manager of this. The manager will then postpone the meeting by a maximum of 5 working days (beginning on the working day immediately after the day the meeting was scheduled to be held) to a convenient time.

At the meeting the manager should explain in detail where the employee's performance continues to fall short of the standard expected.

The employee should be given the opportunity to ask for clarification of the standards expected and to raise any issues that may be impacting on his/her performance.

The manager should review the previous action plans and any changes in the employee's performance since the start of the plan(s).

The manager should then adjourn the meeting and consider what further action should be taken.

The manager may decide that:

- i. No further action should be taken; or
- ii. A final performance warning should be issued; or
- iii. An alternative role should be sought for the employee; or
- iv. The employee should be dismissed, either immediately or if a suitable alternative role can not be found.

If the manager decides to impose a final performance warning or considers that an alternative role should be sought for the employee then the manager should devise a new action plan. The action plan should:

- i. Specify the performance issue;
- ii. Set tangible targets for improvement, or achievement in an alternative role;
- iii. Set a timescale for achieving the improvement including review dates;
- iv. Specify any training or support to be provided; and
- v. Specify what action may be taken if the improvement required is not achieved.

If a final performance warning is issued or an alternative role is sought, then the employee should be informed that:

- i. The warning will remain on their file for a period of 18 months;
- ii. That the employee will be expected to achieve the improvement in performance as required and detailed by the action plan;
- iii. That if the required improvement in performance is not achieved, or during the active period of the warning performance falls below the required level, then further formal capability proceedings may be instituted which may result in dismissal; and
- iv. That the employee has the right to appeal against the decision to impose a final performance warning and / or to seek an alternative role for the employee.

If the manager decides that dismissal is the appropriate sanction then the employee should be informed in writing including the following information:

- i. The date on which the employee's employment will end; and
- ii. Whether or not they will be required to work their notice period; or
- iii. Whether or not they are dismissed with payment in lieu of notice; and
- iv. Any provisions relating to payment of wages, notice, outstanding holiday; and
- v. Their right to appeal the decision.

7. FORMAL CAPABILITY PROCEEDINGS: APPEAL PROCESS

An employee has the right to appeal against any formal action taken in consequence of these formal capability proceedings.

An appeal must be submitted within 5 working days of receiving written confirmation of the formal capability action taken.

An appeal manager will be appointed and an appeal hearing will normally be convened within 15 working days of receipt of notice of appeal. Where the employee's chosen companion will not be available at the time proposed for the hearing, s/he may propose a reasonable alternative time within a period of 5 working days following the day of the originally scheduled hearing.

The appeal hearing may not subsequently be postponed unless the appeal manager decides that it would be appropriate to do so in the particular circumstances (e.g. absence through illness certified by a medical practitioner).

The appeal hearing will be chaired by the appeal manager. Present at the meeting will be a note taker, the capability manager (or other management representative), the employee and, if the employee chooses, his/her representative.

At the appeal hearing, the employee or representative will be given the opportunity to present their case without interruption, although the appeal manager may seek clarification and further information on particular points.

When the employee or representative has completed presenting the case, the appeal manager may seek further information or clarification on any relevant point.

The capability manager (or management representative) will then present the case without interruption, subject to the appeal manager's right to seek clarification and further information as before.

When the capability manager (or management representative) has completed presenting the case, the employee or representative and the appeal manager may seek further information or clarification on any relevant point.

The capability manager (or management representative) will have the opportunity to summarise the case, i.e. to present the relevant points and information and to respond to matters of principle, detail or fact that have been raised. The employee or representative will then have the opportunity to summarise the case, and make any representations as appropriate.

The appeal manager may adjourn to seek advice at any time during the appeal process but any such advice will remain confidential to the appeal manager.

The appeal manager will, whenever possible, announce the outcome of the appeal at the conclusion of the hearing, following an adjournment to consider the evidence. In exceptional circumstances where it has not been possible to reach a decision s/he will indicate the likely timescale for a decision to be reached. The decision will be confirmed in writing, normally within five working days and will be final.

8. Company Rules

INTRODUCTION

The general interest of all employees and the efficient operation of the business requires the observance of certain basic standards of conduct. The rules set out below are binding on all employees. You are asked to read them carefully and to discuss with your supervisor or line manager any points you do not fully understand.

Failure to observe the rules will result in disciplinary action taken in accordance with the company's disciplinary procedure.

THE FOLLOWING LIST IS PROVIDED BY WAY OF ILLUSTRATION ONLY AND IS NOT INTENDED TO BE EXHAUSTIVE.

Attendance and timekeeping

1. All employees are expected to report for work punctually and to observe the normal hours of work laid down in their Statement of Terms and Conditions.
2. If late for work, you are to report to your supervisor and explain the reason for lateness before starting work.
3. If it is necessary to take time off during working hours, you are to report to your supervisor both before leaving and restarting work.
4. If it is necessary to leave work before the normal finishing time, prior authorisation must be obtained from your supervisor.
5. The company reserves the right to make deductions from wages or salaries in respect of lateness or absence.
6. Except in the normal course of their duties, employees are not to leave their place of work or to visit other departments without prior authorisation from their supervisor and the supervisors of any departments visited.

Absence and time off

1. Absences must be reported in accordance with the terms set out in your contract of employment. You should indicate the reason for, and probable duration of, your absence.
2. In cases of sickness absence lasting 7 days or less, you should obtain and complete a company self-certification form immediately upon your return to work. All periods of sickness absence in excess of 7 days must be covered by medical Statements (certificates). Statements must be sent to the company without delay.
3. If time off work is required for domestic or other reasons, prior authorisation is to be obtained from your supervisor.

Health and safety

1. Employees have a particular duty to safeguard the health and safety of themselves and all others who may be affected by their acts or omissions. Attention is drawn to the company's health and safety policy and employees are required to co-operate in its implementation.
2. All safety notices and instructions are to be strictly observed.
3. All injuries sustained at work must be reported to your supervisor immediately and entered in the Accident Book.

Company property

1. All company property shall be treated with due care.

2. No company property shall be removed from the company's premises without prior authorisation from a member of management.
3. The company's time, materials and equipment shall not be used for unauthorised work.
4. On termination of employment, all company property, including tools, documents and protective clothing, is to be returned immediately to the company.

Company business

All information about the company's business acquired in the course of employment is to be regarded as strictly confidential and must not be disclosed to another party except as required in the normal course of your work.

Smoking

Smoking is prohibited throughout the entire workplace with no exceptions. This includes company vehicles. This policy applies to all employees, consultants, contractors, customers or members and visitors.

Drinking

Alcoholic beverages are not to be brought onto, or consumed on, company premises.

Gambling

Gambling is forbidden on company premises at all times.

Private telephone calls

Urgent private telephone calls may be received but should be kept as brief as possible. Essential outgoing calls may be made with the prior approval of your immediate supervisor.

Meetings

Meetings, other than in the normal course of the company's business, shall not be arranged or held during working hours, or on the company's premises, without the prior permission of a senior manager or director.

Other employment

Employees are not to engage in other employment or business activities where there is a potential, or actual, conflict between the interests of the company and those of the other business.

Gross misconduct

Disciplinary procedures are intended, inter alia, to encourage efficient and safe performance of work, and the maintenance of satisfactory relations at work. This section offers guidance on types of conduct which be considered to be Gross Misconduct. It is not possible to provide an exclusive or exhaustive list, and the examples given should be taken as guidance only.

Examples of offences which are normally regarded as gross misconduct and likely to result in consideration of dismissal with immediate effect (Summary Dismissal) include:

1. Refusal or failure to carry out a reasonable instruction.
2. A serious breach of the company's safety rules.
3. Any act at work which seriously endangers the health or safety of any other person, including interference with any equipment provided for the health and safety of employees.
4. Flagrant disregard of company policies, procedures, regulations or rules in force from time to time.
5. Violence, assault or dangerous horseplay.
6. Theft, misappropriation or unauthorised possession of the assets, funds, equipment and/or property of the business, employees, clients, customers or visitors.
7. Fraud, including any deliberate attempt to defraud the business, staff, clients, customers or other persons or organisations in the course of duties and responsibilities.
8. Willful damage to the property of the business or a fellow employee.

9. Gross immorality within the workplace.
10. Sleeping during working hours.
11. Gross insubordination or objectionable and insulting behaviour.
12. Serious harassment or bullying
13. Being under the influence of drink or non-prescribed drugs during working hours.
14. Conduct which is inconsistent with the continuance of the relationship of fidelity between the company and an employee.
15. Serious breach of internet and email policy.
16. Acts or omissions which might damage the business's operations and/or which bring the business into serious disrepute.

9. Company Search Policy

Pursuant to the Terms and Conditions of employment the Company reserves the right to conduct checks and searches of Company premises, property (including vehicles whilst on Company premises or business) and employees if they have reasonable suspicion of a potential breach of the Alcohol and Drugs Policy, or to prevent or investigate the commission of an offence.

These checks could be performed at any time and in particular if the Company feel that employee safety is at risk, or if they have reason to believe that prohibited items have been brought in to the workplace.

Prohibited items include, but are not limited to, illegal drugs, prescription drugs without a valid prescription, alcoholic beverages, material of an obscene or offensive nature and weapons.

Searches may be restricted to one or more individuals and will only be conducted where there is a reasonable basis to do so and will be carried out in a manner consistent with the reason for the search.

Any search undertaken under this policy will be performed in a manner that protects the employee's privacy, confidentiality and personal dignity to the greatest level possible.

Where a search of an employee is deemed necessary, the employee has the right to refuse the search request. Refusal may be treated as a breach of contract with disciplinary consequences, the outcome of which may be termination of employment.

Employees have the right to be accompanied to any search by a fellow employee or employee representative who is on the Company site at the time of the search request. Personal searches will be conducted in private and wherever possible by a person of the same sex.

Checks carried out on the Company's premises, property or on an employee do not automatically imply suspicion in relation to the individual concerned.

10. Data Protection Policy

You must read this policy because it gives important information about:

- the data protection principles with which the Company must comply;
- what is meant by personal information (or data) and sensitive personal information (or data);
- how we gather, use and (ultimately) delete personal information and sensitive personal information in accordance with the data protection principles;
- where more detailed privacy information can be found, e.g. about the personal information we gather and use about you, how it is used, stored and transferred, for what purposes, the steps taken to keep that information secure and for how long it is kept;
- your rights and obligations in relation to data protection; and
- the consequences of failure to comply with this policy.

1 Introduction

The Company obtains, keeps and uses personal information (also referred to as data) about job applicants and about current and former employees, temporary and agency workers, contractors, interns, volunteers and apprentices for a number of specific lawful purposes.

This policy sets out how we comply with our data protection obligations and seek to protect personal information relating to our workforce. Its purpose is also to ensure that staff understand and comply with the rules governing the collection, use and deletion of personal information to which they may have access in the course of their work.

We are committed to complying with our data protection obligations, and to being concise, clear and transparent about how we obtain and use personal information relating to our workforce, and how (and when) we delete that information once it is no longer required.

The Company's data protection officer, NAME AND JOB TITLE (**PLEASE EDIT**), is responsible for informing and advising the Company and its staff on its data protection obligations, and for monitoring compliance with those obligations and with the Company's policies. If you have any questions or comments about the content of this policy or if you need further information, you should contact the data protection officer.

2 Scope

This policy applies to the personal information of job applicants and current and former staff, including employees, temporary and agency workers, interns, volunteers and apprentices.

Staff should refer to the Company's data protection privacy notice and, where appropriate, to any other relevant policies which contain further information regarding the protection of personal information.

We will review and update this policy at least annually in accordance with our data protection obligations. It does not form part of any employee's contract of employment and we may amend, update or supplement it from time to time. We will circulate any new or modified policy to staff when it is adopted.

3 Definitions

criminal records information means personal information relating to criminal convictions and offences, allegations, proceedings, and related security measures;

data breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal information;

data subject means the individual to whom the personal information relates;

personal information (sometimes known as personal data) means information relating to an individual who can be identified (directly or indirectly) from that information;

processing information means obtaining, recording, organising, storing, amending, retrieving, disclosing and/or destroying information, or using or doing anything with it;

pseudonymised means the process by which personal information is processed in such a way that it cannot be used to identify an individual without the use of additional information, which is kept separately and subject to technical and organisational measures to ensure that the personal information cannot be attributed to an identifiable individual;

sensitive personal information (also known as ‘special categories of personal data’ or ‘sensitive personal data’) means personal information about an individual’s race, ethnic origin, political opinions, religious or philosophical beliefs, trade union membership (or non-membership), genetics information, biometric information (where used to identify an individual) and information concerning an individual’s health, sex life or sexual orientation.

4 Data protection principles

The Company will comply with the following data protection principles when processing personal information:

- we will process personal information lawfully, fairly and in a transparent manner;
- we will collect personal information for specified, explicit and legitimate purposes only, and will not process it in a way that is incompatible with those legitimate purposes;
- we will only process the personal information that is adequate, relevant and necessary for the relevant purposes;
- we will keep accurate and up to date personal information, and take reasonable steps to ensure that inaccurate personal information is deleted or corrected without delay;
- we will keep personal information in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the information is processed; and
- we will take appropriate technical and organisational measures to ensure that personal information is kept secure and protected against unauthorised or unlawful processing, and against accidental loss, destruction or damage.

5 Basis for processing personal information

We will only process personal data where we have a legal justification for doing so, which will be set out in the Company’s data protection privacy notice.

6 Sensitive personal information

Sensitive personal information is sometimes referred to as ‘special categories of personal data’ or ‘sensitive personal data’.

The Company may from time to time need to process sensitive personal information. We will only process sensitive personal information if:

- we have a lawful basis for doing so as set out above, e.g. it is necessary for the performance of the employment contract, to comply with the Company’s legal obligations or for the purposes of the Company’s legitimate interests; and
- one of the special conditions for processing sensitive personal information applies.

The Company’s data protection privacy notice will set out the types of sensitive personal information that the Company processes, what it is used for and the lawful basis for the processing.

7 Criminal records information

Where we are required by law to carry out criminal record checks then we will do so and the information received will be used to make the appropriate recruitment / employment decision and then destroyed. We will not retain criminal records information for any more than 6 months.

8 Privacy notice

The Company will issue privacy notices from time to time, informing you about the personal information that we collect and hold relating to you, how you can expect your personal information to be used and for what purposes.

We will take appropriate measures to provide information in privacy notices in a concise, transparent, intelligible and easily accessible form, using clear and plain language.

9 Individual rights

You (in common with other data subjects) have the following rights in relation to your personal information:

- to be informed about how, why and on what basis that information is processed—see the relevant data protection privacy notices;

- to obtain confirmation that your information is being processed and to obtain access to it and certain other information, by making a subject access request—see the Company’s subject access request policy;
- to have data corrected if it is inaccurate or incomplete;
- to have data erased if it is no longer necessary for the purpose for which it was originally collected/processed, or if there are no overriding legitimate grounds for the processing (this is sometimes known as ‘the right to be forgotten’);
- to restrict the processing of personal information where the accuracy of the information is contested, or the processing is unlawful (but you do not want the data to be erased), or where the employer no longer needs the personal information but you require the data to establish, exercise or defend a legal claim; and
- to restrict the processing of personal information temporarily where you do not think it is accurate (and the employer is verifying whether it is accurate), or where you have objected to the processing (and the employer is considering whether the organisation’s legitimate grounds override your interests).

If you wish to exercise any of these rights please contact the data protection officer.

10 Individual obligations

Individuals are responsible for helping the Company keep their personal information up to date. You should let the Company know if the information you have provided to the Company changes, for example if you move house or change details of the bank or building society account to which you are paid.

You may have access to the personal information of other members of staff, suppliers and customers/clients of the Company in the course of your employment or engagement. If so, the Company expects you to help meet its data protection obligations to those individuals. For example, you should be aware that they may also enjoy the rights set out above.

If you have access to personal information, you must:

- only access the personal information that you have authority to access, and only for authorised purposes;
- only allow other Company staff to access personal information if they have appropriate authorisation;
- only allow individuals who are not Company staff to access personal information if you have specific authority to do so from the data protection officer;
- keep personal information secure (e.g. by complying with rules on access to premises, computer access, password protection and secure file storage and destruction and other precautions set out in the Company’s information security policy);
- not remove personal information, or devices containing personal information (or which can be used to access it), from the Company’s premises unless appropriate security measures are in place (such as pseudonymisation, encryption or password protection) to secure the information and the device; and
- not store personal information on local drives or on personal devices that are used for work purposes.

You should contact the data protection officer if you are concerned or suspect that one of the following has taken place (or is taking place or likely to take place):

- processing of personal data without a lawful basis for its processing or, in the case of sensitive personal information, without one of the lawful conditions being met;
- any data breach as set out below;
- access to personal information without the proper authorisation;
- personal information not kept or deleted securely;
- removal of personal information, or devices containing personal information (or which can be used to access it), from the Company’s premises without appropriate security measures being in place;
- any other breach of this policy or of any of the data protection principles set out in paragraph 4.1 above.

11 Information security

The Company will use appropriate technical and organisational measures to keep personal information secure, and in particular to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage.

12 Storage and retention of personal information

Personal information (and sensitive personal information) will be kept securely in accordance with the

Company's obligations.

Personal information (and sensitive personal information) should not be retained for any longer than necessary. The length of time over which data should be retained will depend upon the circumstances, including the reasons why the personal information was obtained.

Personal information (and sensitive personal information) that is no longer required will be deleted permanently from the Company's information systems and any hard copies will be destroyed securely.

13 Data breaches

A data breach may take many different forms, for example:

- loss or theft of data or equipment on which personal information is stored;
- unauthorised access to or use of personal information either by a member of staff or third party;
- loss of data resulting from an equipment or systems (including hardware and software) failure;
- human error, such as accidental deletion or alteration of data;
- unforeseen circumstances, such as a fire or flood;
- deliberate attacks on IT systems, such as hacking, viruses or phishing scams; and
- 'blagging' offences, where information is obtained by deceiving the organisation which holds it.

14 Training

The Company will ensure that staff are adequately trained regarding their data protection responsibilities. Individuals whose roles require regular access to personal information, or who are responsible for implementing this policy or responding to subject access requests under this policy, will receive additional training to help them understand their duties and how to comply with them.

15 Consequences of failing to comply

The Company takes compliance with this policy very seriously. Failure to comply with the policy:

- puts at risk the individuals whose personal information is being processed; and
- carries the risk of significant civil and criminal sanctions for the individual and the Company; and
- may, in some circumstances, amount to a criminal offence by the individual.

Because of the importance of this policy, an employee's failure to comply with any requirement of it may lead to disciplinary action under our procedures, and this action may result in dismissal for gross misconduct. If a non-employee breaches this policy, they may have their contract terminated with immediate effect.

If you have any questions or concerns about anything in this policy, do not hesitate to contact the data protection officer.

11. Data Protection Privacy Notice - Employee Information

1. Purpose

This document sets out the type of information we will collect about employees, why we collect it and what each employee's rights are in relation to this data. This notice should be read in conjunction with the Company's Data Protection Policy.

2. Personal data we will collect and why

The table below sets out the type of data we collect from employees and the reason why we do so.

Data	Reason
Previous employment and educational information including references	In order to make informed recruitment decisions for the benefit of the Company
Contact information, e.g. address telephone number, email address	In order that we can contact you for reasons relating to your employment, e.g. organisation of work, providing information about your employment and pay
Bank account and details	In order that we can pay you your salary etc.
National insurance number	In order that we can process PAYE deductions and report to HMRC
Emergency contact details	In order that we can contact a family member or friend in the event of an emergency relating to the employee
Passport / birth certificates / visas etc.	In order to comply with our legal duty to check that all employees are entitled to work in the UK
Driving Licences and Driving Records	In order to comply with our legal duty to ensure individuals are permitted and safe to drive on Company business
Information relating to gender, age, race and ethnic/national origins, sexual orientation, religious or philosophical beliefs and marital status (1)	In order to monitor equality and diversity within our workforce. Such information will normally be recorded in anonymous statistical format in order that it cannot be related to a specific individual
General health information (1)	In order that we can effectively respond to illness or injury at work, and make adjustments to your role/workplace
Short term health information e.g. fitness for work notes, absence records, accident reports (1)	In order that we can effectively manage absences, process statutory sick pay and ensure employees are fit to return to work To comply with our statutory accident reporting duties
Medical records and reports (1)	In order to manage a serious health issue which is affecting your employment
Criminal record and DBS disclosures (2)	In order to assess an individuals suitability for employment and, where it is a legal requirement to carry out DBS disclosures, comply with our obligation to do so
Performance and conduct information, e.g. training records and certifications, appraisal and disciplinary records and letters	In order to effectively manage an employee's performance and conduct at work and in order to defend legal proceedings

1: This type of data is classified as a special category of data. This means that you must expressly consent to the Company using this data and therefore we will explain the precise reason for collecting it at the time.

2: Where we carry out a criminal records or DBS disclosure we will use the information received to make our recruitment/employment decision and then destroy the information. We will not keep Criminal Records Information for more than 6 months

3. Storage of information

Employee information will be stored:

- In electronic format; and/or
- In hard copy format

Personal data stored in electronic format will be stored within computer or cloud based systems which are password protected. Access to information will be limited to those members of the Company who require access to it in accordance with the reasons set out in section 2 above.

Personal data stored in hard copy will be stored in locked filing cabinets, storage cupboards or offices. Access to information will be limited to those members of the Company who require access to it in accordance with the reasons set out in section 2 above.

4. Third parties

It may be necessary for the Company to share some employee personal data with third parties. Where it does share personal data with a third party the Company will take measures to ensure that:

- the security of the personal data is maintained; and
- that it is not used unlawfully.

Circumstances where personal data may be shared include:

- With a third party payroll or pension provider in order to process wage payments and pension contributions
- With HMRC for PAYE purposes
- With employment law and HR advisors in order to obtain advice in relation to any contractual or legal employee relations issue
- In order to obtain a criminal records or DBS disclosure
- In order to provide employment references
- In order to comply with our statutory reporting duties to HMRC, the Health and Safety Executive etc.

If you consider that any third party has unlawfully used your personal data then you should notify the Company as soon as possible in order that we can investigate the matter and take steps to protect your personal data.

5. Updating your personal data

We are required to update personal data to ensure it is accurate and up to date. Therefore if any of your details change then you must notify us promptly of the change.

6. Accessing your personal data

You have the right of access to the personal data we have possession of, subject to certain legal limitations (e.g. in order to protect the rights and freedoms of other individuals).

If you wish to access your personal data then you should submit a written subject access request which:

- Identifies who you are (we may seek confirmation of identity); and
- States what personal data you wish to access

We will normally comply with subject access requests within one month of receiving the request unless it is a complex request.

Subject access requests should be made using the contact details below.

7. Deletion of personal data

We will delete personal data once we no longer have a lawful reason to hold and use it, unless you ask us not to delete it.

You have the right to have personal data deleted in certain circumstances. If you wish for personal data to be deleted then you should contact us in writing setting out what data you wish to be deleted. Requests should be submitted using the contact details below

8. Objection to processing of personal data

You have the right to object to the processing of personal data which we hold about you. Any such objection should be made in writing using the contact details below.

We have the right to refuse your objection in certain circumstances; where we refuse a an objection to the processing of personal data we shall inform you in writing, setting out the reasons for our refusal.

9. Complaints

Any complaints in relation to the Company's use of your personal data should be addressed to the contact below or through the Company's grievance procedure. You may also report data protection concerns to the Information Commission on 0303 123 1113 or by using this link:

<https://www.ico.org.uk/concerns>.

10. Contact information

If you wish to make a subject access request, ask for data to be deleted or make a complaint about data protection then please do so in writing to:

ENTER NAME OR DEPARTMENT

ENTER EMAIL ADDRESS

ENTER POSTAL ADDRESS

12. Disciplinary Procedure

INTRODUCTION

This procedure is not contractual.

This procedure is designed to ensure that all employees are aware of and understand their rights and responsibilities relating to discipline. It aims to facilitate satisfactory standards of conduct and performance, to encourage improvements where appropriate and to ensure that cases of alleged misconduct, unacceptable performance or other acts or omissions considered by management to warrant consideration of disciplinary action are dealt with consistently and fairly within a reasonable timescale.

Company rules, relating to the conduct of employees have been drawn up to set standards of behaviour and performance at work, and to deter acts of misconduct. They are included in the Staff Handbook and aim to encourage and guide staff in achieving and maintaining high standards of discipline, behaviour and performance. Any breaches of the standards or rules outlined may be dealt with as a disciplinary matter under the provisions of this procedure.

This procedure aims to ensure good practice, by applying the standards set out in the relevant sections of the ACAS Code of Practice on Disciplinary and Grievance Procedures.

Note: The procedure does not apply to termination of employment:

- arising from the conclusion of the employment, for which an employee was specifically appointed where the term or need for such an appointment has expired or is about to expire;
- during or at the end of a period of probationary service;
- by reason of redundancy;
- arising from ill-health.

PRINCIPLES

1. All line managers and supervisors are responsible for identifying promptly any deficiencies in conduct or performance, discussing the matter with the individual employee and assisting him/her to improve. Minor matters will normally be dealt with informally.
2. No formal disciplinary action will be taken unless there is sufficient evidence to warrant such action and until the case has been carefully investigated.
3. Each case will be considered on its own merits, in order that any decision should be reasonable in all the circumstances.
4. At each stage of the procedure, employees will be informed of the nature of the complaint(s) and/or allegation(s) against them and will be given the opportunity to state their case before disciplinary decisions are made.
5. Employees will be provided, where appropriate, with written copies of evidence and relevant witnesses.
6. At each stage of the formal procedure (except investigation meetings) employees have the right, if they wish, to be accompanied by a fellow member of staff or by an appropriate representative of a trade union (recognised or non-recognised) as defined in the Employment Relations Act 1999. Employees may not be accompanied by anyone acting as a legal representative at any stage of the procedure without the express permission of the management.
7. If the employee's chosen trade union representative or colleague is unable to accompany them at the time of the scheduled meeting then the employee must notify the manager of this. The manager will then postpone the meeting by a maximum of 5 working days (beginning on the working day immediately after the day the meeting was scheduled to be held) to a convenient time.
8. Employees will not be dismissed for a first breach of discipline except in case of gross misconduct when dismissal may take effect without notice or pay in lieu of notice.
9. Employees have the right of appeal against any formal disciplinary action taken.
10. The procedures may be implemented at any stage according to the nature and seriousness of the complaint.
11. Formal disciplinary action will not normally be taken against an official of a recognised trade union, until the circumstances of the case have been discussed with a senior trade union representative or full-time official of the union concerned.
12. All proceedings and associated documentation will be kept confidential as far as practicable.

STAGE 1 INFORMAL PROCEEDINGS.

1. In many circumstances, it will not be appropriate to proceed immediately to formal disciplinary procedures.
2. Minor cases of misconduct may best be dealt with by informal advice, coaching and support rather than through the formal disciplinary procedure. Managers should discuss problems with employees with the objective of encouraging and helping them to improve. It is important that employees understand what needs to be done, how conduct will be reviewed and over what period. Employees should also be made aware of what action may be taken if they fail to improve their conduct. Informal warnings are not part of the formal disciplinary procedure and the employee should be informed of this.
3. As a general rule a record, of any informal discussion regarding conduct and the details of any informal warnings will be placed on the employee's personal file.

STAGE 2 FORMAL PROCEEDINGS.

If conduct or performance does not meet acceptable standards after attempts to resolve minor matters informally have been made, or in more serious situations, the formal procedure should be followed at the appropriate stage.

1. Before contemplating disciplinary action, the manager should satisfy him/herself of the facts. It may be necessary to hold a preliminary investigation which will be carried out in such manner as the manager deems appropriate.
2. In all but exceptional circumstances, employees will be informed of any investigation of which they are the subject at the outset and they may be required to attend an investigatory meeting.
3. No formal disciplinary action will be taken during any investigation meeting and the employee has no legal right to be accompanied at an investigation meeting. The investigating manager may permit the employee to be accompanied at an investigatory meeting where reasonable and practicable if the employee makes a request to be accompanied. The employee should notify the investigating manager who he/she wishes to be accompanied by. Normally this should be a colleague or accredited trade union representative.
4. Where practicable, disciplinary decisions will not be made by the person conducting the preliminary investigation.
5. Where it is decided that formal disciplinary proceedings should be convened the employee will be notified of this in writing.
6. Full written details of the allegation(s), and where possible all of the evidence supporting them, will be made available to the member of staff concerned at least 3 working days in advance of the hearing.
7. The member of staff against whom disciplinary action is being brought will be given the opportunity to state his/her case and to make any representations before a disciplinary decision is made.
8. The employee will be informed of the decision following any disciplinary hearing and the reasons for the decision at the earliest opportunity. In exceptional circumstances where it has not been possible to reach a decision following the hearing, an indication will be given within three working days of the likely timescale for a decision to be reached.
9. The decision will be confirmed in writing to the employee, normally within three working days after the decision has been made, together with the name of the person to whom any appeal should be lodged and the timescale for doing so.
10. Notwithstanding the timescales indicated above, the management may accede to a request made by the individual against whom allegations have been made to conduct a disciplinary hearing within a longer or shorter period. The employee should where possible make the request in writing and should give reasons in support of the request.

THE FORMS OF DISCIPLINARY ACTION THAT MAY BE TAKEN

LEVEL 1 VERBAL WARNING

After conducting a disciplinary hearing and considering the evidence and representations made, a Verbal Warning may be given to the employee in cases of first cases of minor misconduct.

A Verbal Warning will give details of the complaint, the improvement required and the timescale. It will warn that further disciplinary action will be considered if there is no satisfactory improvement. It will also advise of the right of appeal.

A written copy of the Verbal Warning will be placed on the member of staff's personal file, but will be removed from the personal file and disregarded for disciplinary purposes after a period of 6 months, subject to satisfactory conduct and performance within that period.

LEVEL 2 FIRST WRITTEN WARNING

After conducting a disciplinary hearing and considering the evidence and representations made, a First Written Warning may be given to the employee.

A First Written Warning will give details of the complaint, the improvement required and the timescale. It will warn that further disciplinary action will be considered if there is no satisfactory improvement. It will also advise of the right of appeal.

A copy of the written warning will be placed on the employee's personal file, but will be removed from the personal file and disregarded for disciplinary purposes after a period of 12 months, subject to satisfactory conduct and performance within that period.

LEVEL 3 FINAL WRITTEN WARNING

If there is still a failure to improve and conduct or performance remain unsatisfactory, or if the misconduct is sufficiently serious to warrant only one written warning but not to justify dismissal, a Final Written Warning will normally be given to the employee.

A Final Written Warning will give details of the complaint, will warn that dismissal is likely to result if there is insufficient improvement and will advise of the right to appeal.

A copy of this Final Written Warning will be placed on the employee's personal file held in the Personnel Department. Final Written Warnings will be removed from the personal file and disregarded for disciplinary purposes after a period of 12 months, subject to satisfactory conduct and performance within that period.

LEVEL 4 DISMISSAL

If conduct or performance is still unsatisfactory and the employee continues to fail to reach the standards required following a Final Written Warning, dismissal is likely to result.

Except in cases of gross misconduct, dismissal will normally be with notice or with pay in lieu of notice. The employee will be provided with written reasons for dismissal, the date on which employment will terminate and details of the right of appeal.

LEVEL 5 SUMMARY DISMISSAL

If, on completion of an investigation and a disciplinary hearing, the disciplinary manager is satisfied that gross misconduct has occurred, the employee may be dismissed with immediate effect without any notice or pay in lieu of notice.

In such cases, the employee will be provided with written reasons for dismissal, confirmation of the date on which employment terminated and details of the right of appeal.

Examples of offences which are normally regarded as gross misconduct are given in the Company Rules.

ALTERNATIVE PENALTIES

If the disciplinary manager considers appropriate, s/he may impose reasonable additional or alternative penalties including, for example, transfer to a different post/location. They may also require an employee to undertake relevant training or other measures in order to improve performance or conduct where appropriate.

As an alternative to dismissal, the disciplinary manager may decide to issue a final written warning and to demote or reduce the salary of the individual. This offer will be confirmed in writing and the employee will be asked to confirm whether or not s/he accepts the alternative penalty.

STAGE 3 APPEALS AGAINST DISCIPLINARY ACTION.

1. Employees against whom formal disciplinary action has been taken may appeal in writing within 5 working days of receiving notification of the decision.
2. An appeal manager will be appointed and an appeal hearing will normally be convened within 15 working days of receipt of notice of appeal. Where the employee's chosen companion will not be available at the time proposed for the hearing, s/he may propose a reasonable alternative time within a period of 5 working days following the day of the originally scheduled hearing.
3. The appeal hearing may not subsequently be postponed unless the appeal manager decides that it would be appropriate to do so in the particular circumstances (e.g. absence through illness certified by a medical practitioner).
4. The appeal hearing will be chaired by the appeal manager. Present at the meeting will be a note taker, the employee and, if the employee chooses, his/her representative. The appeal manager may also request that the disciplinary manager attend the hearing (or another management representative) to present the management case.
5. At the appeal hearing, the employee or representative will be given the opportunity to present their case without interruption, although the appeal manager may seek clarification and further information on particular points.
6. When the employee or representative has completed presenting the case, the appeal manager may seek further information or clarification on any relevant point.
7. If in attendance, and requested to do so by the appeal manager, the disciplinary manager (or management representative) will then present the management case without interruption, subject to the appeal manager's right to seek clarification and further information as before. When the disciplinary manager (or management representative) has completed presenting the case, the employee or representative and the appeal manager may seek further information or clarification on any relevant point.
8. The employee or representative will then have the opportunity to summarise the case, and make any representations as appropriate.
9. The appeal manager may adjourn to seek advice at any time during the appeal process but any such advice will remain confidential to the appeal manager.
10. The appeal manager will, whenever possible, announce the outcome of the appeal at the conclusion of the hearing, following an adjournment to consider the evidence. In exceptional circumstances, where it has not been possible to reach a decision s/he will indicate the likely timescale for a decision to be reached. The decision will be confirmed in writing, normally within five working days and will be final.
11. The appeal decision shall be final and the employee will have no further internal right of appeal.

13. Employment records - retention periods

Introduction

This Record retention schedule accompanies our Data Protection Policy. It sets out the time periods that different types of employment-related business records must be retained for business and legal purposes.

The retention periods are based on business needs and legal requirements. If you maintain any types of records that are not listed in this Schedule, and it is not clear from the existing record types in this Schedule what retention period should apply, please contact **the Company's data protection officer or a director** for guidance.

Any deviation from the retention periods in this Schedule must be approved in advance a director.

Employment Records: personnel records

Record	Recommended retention period	Storage format	Reference
Rejected job applicant records, including: contact details application letters or forms CVs references certificates of good conduct interview notes assessment and psychological test results	Six months after applicant is notified of rejection	Paper or electronic	ICO Employment Practices Code para 1.7 Equality Act 2010, s 123

Record	Recommended retention period	Storage format	Reference
Copies of identification documents (e.g. passports)	Not less than two years from date of termination of employment	Paper or electronic	Immigration (Restrictions on Employment) Order SI 2007/3290, Art 6(1)(b)
Identification documents of foreign nationals (including right to work)	Not less than two years from date of termination of employment	Paper or electronic	Immigration (Restrictions on Employment) Order SI 2007/3290, art 6(1)(b)
Records concerning a temporary worker	Six years after employment ceases	Paper or electronic	LA 1980, s 5
Employee performance and conduct records, including:			LA 1980, s 5
probationary period reviews			See Practice Note:
review meeting and assessment interviews	Six years after employment ceases	Paper or electronic	Regulatory references under the SM&CR and SIMR
appraisals and evaluations			
promotions and demotions			
Records relating to and/or showing compliance with Working Time Regulations 1998 including:	Two years from the date on which the record was made	Paper or electronic	Working Time Regulations 1998, SI 1998/1833, reg 9
registration of work and rest periods			
working time opt-out forms			
Redundancy records	Six years from date of redundancy	Paper or electronic	LA 1980, s 5
Annual leave records	Six years after the end of each tax year	Paper or electronic	LA 1980, s 5
Parental leave records	Six years after the end of each tax year	Paper or electronic	LA 1980, s 5
Sickness records	Six years after the end of each tax year	Paper or electronic	LA 1980, s 5
Records of return to work meetings following sickness, maternity etc	Six years the end of each tax year	Paper or electronic	LA 1980, s 5

Employment records: pay-roll and salary records

Record	Recommended retention period	Storage format	Reference
Records for the purposes of tax returns including wage or salary records, records of overtime, bonuses and expenses Pay As You Earn (PAYE) records, including: wage sheets	Six years	Paper or electronic	Taxes Management Act, 1970 s 12B Finance Act 1998, Schedule 18, para 21
deductions working sheets	Three years	Paper or electronic	Income Tax (Pay As You Earn) Regulations 2003, SI 2003/2682, reg 97
calculations of the PAYE income of employees and relevant payments Income tax and NI returns, income tax records and correspondence with HMRC	Three years after the end of the financial year to which they relate	Paper or electronic	Income Tax (Employments) Regulations 1993, SI 1993/744, reg 55
Records demonstrating compliance with national minimum wage requirements	Three years beginning with the day upon which the pay reference period immediately following that to which they relate ends	Paper or electronic	National Minimum Wage Regulations 2015, SI 2015/621, reg 59
Details of benefits in kind, income tax records (P45, P60, P58, P48 etc), annual return of taxable pay and tax paid	Six years (but general time limit under the TMA 1970 is reducing to four years from 1 April 2012)	Paper or electronic	Taxes Management Act 1970
Employee income tax and national insurance returns and associated HMRC correspondence	Three years from end of tax year to which they relate	Paper or electronic	Income Tax (Pay as You Earn) Regulations 2003, SI 2003/2682, reg 97
Statutory sick pay (SSP) records	Three years after the end of the tax year to which they relate	Paper or electronic	The requirement to maintain SSP records for three years after the end of the tax year to which they relate was revoked in 2014, but an employer may still be required by HMRC to produce such records as are in his possession or power which contain, or may contain, information relevant to satisfy HMRC that statutory sick pay has been and is being paid. The Statutory Sick Pay (General) Regulations 1982, SI 1982/894, reg 13(A)
Wage or salary records (including overtime, bonuses and expenses)	Six years	Paper or electronic	Taxes Management Act 1970, s 43

Record	Recommended retention period	Storage format	Reference
Records relating to hours worked and payments made to workers	Three years	Paper or electronic	National Wage Act 1998, s 9 The National Wage Regulations 1999, reg 38
Statutory maternity, paternity and shared parental pay records, calculations, certificates or other evidence	Three years after the end of the tax year in which the period of statutory pay ends	Paper or electronic	Statutory Maternity Pay (General) Regulations 1986, SI 1986/1960, reg 26

Health and Safety records

Record	Recommended retention period	Storage format	Reference
Records of reportable injuries, diseases or dangerous occurrences			
reportable incidents	Three years from date of the entry	Paper or electronic	The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR 2013), SI 2013/1471, reg 12
reportable diagnoses			
injury arising out of accident at work (including the Company accident book)			
Lists or register of employees who have been exposed to asbestos dust, including health records of each employee	40 years from the date of the last entry made in the record	Paper or electronic	Control of Asbestos Regulations 2012, SI 2012/63, reg 22(1)
Medical records and details of biological tests under the Control of Lead at Work Regulations	40 years from the date of the last entry made in the record	Paper or electronic	The Control of Lead at Work Regulations 2002 (CLAW 2002), SI 2002/2676, reg 10
Medical records as specified by the Control of Substances Hazardous to Health Regulations (COSHH)	40 years from the date of the last entry made in the record	Paper or electronic	The Control of Substances Hazardous to Health Regulations 2002 (COSHH 2002), SI 2002/2677, reg 11
Records of monitoring of exposures to hazardous substances (where exposure monitoring is required under COSHH)	Where the record is representative of the personal exposures of identifiable employee—40 years from the date of the last entry made in the record Otherwise, five years from the date of the last entry made in the record	Paper or electronic	COSHH 2002, reg 10(5)
Records of tests and examinations of control systems and protective equipment under COSHH	Five years from the date on which the record was made	Paper or electronic	COSHH 2002, reg 9
Medical records under the Ionising Radiations Regulations 1999	Until the person to whom the record relates reaches or would have reached 75 years of age, but in any event for at least 50 years from the date of last entry	Paper or electronic	Ionising Radiations Regulations 1999, SI 1999/3232, reg 24

14. Equal Opportunities Policy

INTRODUCTION

This is a policy statement setting out the company position on equality in the workplace. This document is not contractual but describes the way the company is committed to equality and equal opportunities, and how it will implement that commitment.

The company is committed to the principles of equality in employment and to fostering a work place where all employees are able to prosper and advance based on the suitability and quality of their work alone.

This policy is based on the principle that all employees should be treated with dignity and respect. There should be no unfair discrimination of employees, workers or associates of the company on the basis of gender, race, ethnicity, nationality, health, age, sexual orientation, marital status, religious belief or philosophical belief.

The company seeks to ensure that this policy is implemented in practice in all and every aspect of the business and its activities. The policy is supported by all senior management and all employees are encouraged to read it and abide by it. The company will take all reasonable steps to ensure that all decisions relating to recruitment, training, promotion, opportunities, provision of benefits and selection are made on the basis of objective and job related criteria alone.

The company will take all reasonable steps to ensure that any stakeholders and contractors comply with this policy.

All employees, workers and associates of the company are asked to read this policy and are expected to comply with the provisions at all times.

LEGISLATION

There are a number of pieces of legislation making provision for equal opportunities and the company will always comply with the relevant law as required. However, the company is committed to exceeding the minimum expected standards for equal opportunities wherever possible.

The company will review and update this policy in line with any changes to the relevant legislation.

DISCRIMINATION

The company is opposed to all unfair and unjustified discrimination. Discrimination is defined by the Equalities Act 2010 and can take the form of direct or indirect discrimination, harassment and victimisation. It is unlawful to discriminate against a person on the grounds of the following 'protected characteristics'

- Gender
- Race, ethnicity and nationality
- Disability
- Age
- Sexual orientation
- Marital status
- Religious or philosophical belief
- Gender Reassignment
- Pregnancy and Maternity

RESPONSIBILITIES

Directors / Partners

The directors / partners of the company have collective responsibility for the content, implementation and review of this policy. They are also responsible for leading by example in matters of equality and diversity and encouraging good practice across the organisation.

HR leader

The director or manager with day-to-day responsibility for HR matters is required to ensure this policy is distributed to all employees and operatives. They shall also ensure managers have received equal opportunities training and that the provisions of the policy are implemented on a day to day basis.

Contract managers, site managers and supervisors

All employees who have line management responsibilities shall ensure that those employees and operatives under their control comply with the requirements of this policy. They shall ensure that any breaches of the policy are investigated, recorded and, where necessary, formal disciplinary action taken. Where in doubt, the matter should be referred to the HR leader or a director.

Employees and operatives

All employees, agency workers and contract labourers are required to comply in all respects with the provisions of this policy. Where an employee is subject to or witnesses a breach of this policy they should report the matter without delay to his/her line manager, or where not appropriate, the HR leader or a director.

1. IMPLEMENTATION OF OUR COMMITMENT TO EQUAL OPPORTUNITIES

This policy applies to:

1. Recruitment and Selection
2. Training and Development
3. Appraisal, Promotion and Transfers
4. Terms of Employment, Benefits and Facilities
5. Grievance and Disciplinary Procedures
6. Dismissals, Restructuring and Redundancies

Recruitment and Selection

All vacancies will be advertised internally and will be made accessible to all employees, including those on maternity, paternity or adoption leave. However, in circumstances of restructuring or redundancy it may be necessary to ring fence available vacancies for those employees whose positions are at risk.

All recruitment decisions will be based on fair and objective criteria. The company will not make assumptions that only certain types of person will be able to perform certain types of work. Any decision will be made on the basis of an individual's suitability to perform the role.

All selection tests will be job specific and should be devised to test an individual's suitability to perform that particular role.

The company will take all reasonable steps to remove barriers to the recruitment process or employment, where these may disadvantage applicants who have a certain protected characteristic. This may include making recruitment materials available in alternative formats, making adjustments to recruitment assessments and making sure that vacancies are advertised in the local community in a manner that is visible to all demographic groups.

Where an applicant has a disability and believes that they will be disadvantaged by the company recruitment process they should make the company aware of this as soon as possible in order that the company can make reasonable adjustments to the process with the objective of removing that disadvantage.

The company will seek to ensure that those persons who make decisions on recruitment have read and understood this policy and where possible received relevant training on the principles of equal opportunities.

Training and Development

The company will reflect its commitment to equal opportunities through equality of access to training and career development opportunities.

The availability of training and development opportunities will be determined by business needs, an employee's ability and the availability of suitable training courses.

All internal training and development programs will be designed to comply with the provisions of this policy and to ensure that they do not discriminate against or prejudice employees who have a particular protected characteristic.

Appraisal, Promotion and Transfers

All appraisal processes and criteria will be devised to ensure that they are compliant and consistent with the provisions of this policy.

An employee's appraisal results should be based on individual merit, performance and ability. Appraisal results will be reviewed where there is evidence that opportunities for training, promotion and transfer are being offered disproportionately to one group of employees.

Opportunities for promotion or transfer will be offered to employees on the basis of the individual's ability and suitability for the new role only.

The company will seek to eliminate or reduce the impact of any provision, criterion or practice relating to appraisal, promotion or transfer, which indirectly puts employees of a particular protected characteristic at a disadvantage.

Terms of Employment, Benefits and Facilities

The company will ensure that the terms of employment, benefits and access to facilities available to employees are provided in a way which is not unlawfully discriminatory.

In particular, part time and / or fixed term employees will receive the same terms (pro-rata where appropriate) of employment, benefits and access to facilities as full time and / or permanent employees.

Any discrepancy in rates of pay, benefits, bonus or commission will be dependant on an employee's ability and merit only.

The company is legally obliged to make reasonable adjustments for employees who have a disability and to consider requests for flexible working conditions from certain employees and therefore it may be necessary, in order to comply with those obligations, to offer terms of employment or facilities to those employees which are preferential. To do so will not be in breach of the company's commitment to equal opportunities, but rather is a manifestation of that commitment.

Pay and bonus criteria will be developed and reviewed to ensure that they do not disadvantage employees who have a particular protected characteristic.

Grievance and Disciplinary Procedures

An employee will not be disciplined, dismissed or otherwise subjected to less favourable treatment for raising, in good faith, a grievance complaining of a breach of this policy, or otherwise making a complaint in relation to equal opportunities and discrimination. Likewise, if an employee assists another person, in good faith, in relation to such a grievance they will not be subjected to disciplinary procedures.

Employees are also directed to the company Whistle Blowing Policy where they believe in good faith that a member or associate of the company is acting in a manner which is unlawfully discriminatory.

No employee having a particular protected characteristic will be disciplined or dismissed for conduct or performance for which a person who did not have that particular protected characteristic would not be disciplined or dismissed, unless there is a genuine and lawful justification for different treatment.

Dismissals, Restructuring and Redundancies

Redundancy and restructuring processes will be developed to ensure that they are not in themselves unlawfully discriminatory.

The company will take all reasonably practicable steps to ensure that those employees responsible for

administering restructuring and redundancy processes do not apply the relevant criteria in a way which it is unlawfully discriminatory.

The company will review its redundancy and restructuring procedures and criteria where there is evidence that it is prejudicing employees who have a particular protected characteristic.

DISABILITY POLICY

The company will, wherever possible, seek to make adjustments to accommodate issues relating to any employee's health, regardless of whether or not they have a disability.

The company is committed to making available to employees who have a disability the same opportunities for recruitment, training, development and promotion. The company is aware of, and committed to, complying with its duty to make reasonable adjustments where a physical feature of the workplace, a provision, or circumstances puts a disabled employee at a substantial disadvantage. The company will provide auxiliary aids to a disabled employee where necessary and reasonable, and will make any further adjustments which are reasonable and which would reduce or negate the substantial disadvantage suffered.

The company will take into account the impact of any disability on an employee's conduct, performance and attendance when assessing those matters.

The company will seek to consult with an employee in relation to any matter upon which his / her disability will have an impact and employees are encouraged to bring to the attention of their designated manager or other appropriate manager any concerns or issues arising in the work place as a result of the disability.

FAMILY FRIENDLY POLICY

The company is committed to providing terms and conditions of employment that are compatible with an employee's family commitments.

The company therefore encourages employees who have children or the responsibility for the upbringing of a child to use the company flexible working policy which supports their statutory right to flexible working.

Employees are also directed to the company policies which cover leave and pay in circumstances of maternity, paternity and adoption.

SUBCONTRACTOR ORGANISATIONS

It is a requirement of the company that all subcontractor organisations, who employ one or more members of staff, have in place a suitable equal opportunities policy and that they agree to comply with the company's commitment to equality and diversity.

15. Flexible Working Policy

INTRODUCTION

This policy sets out the procedure to be used by employees when applying for flexible working conditions. The company is committed to providing working conditions that both meet business needs and suit its employees.

The company is obliged by law to consider in a reasonable manner flexible working requests from employees who are eligible to do so for a prescribed reason, namely those who have parental responsibility for a child or those who have to care for an adult.

This policy sets out who can make a request, how a request should be made and how they will be dealt with.

1. Entitlement to make a request for flexible working:

The following employees have a statutory right to make a request for flexible working conditions:

- Employees who have at least 26 weeks' continuous service on the date they make the application; and
- Who have not made a flexible working request to the same employer in the 12 months immediately prior to making the application; and
- Who are not agency workers.

2. Flexible working patterns:

An employee may request flexible working conditions in the following forms:

- A change to the number of hours worked each week by the employee; and/or
- A change to the times the employee works; and/or
- A change of the place the employee works (e.g. from home or at different premises operated by the company).

There is no restriction on how the changes are made or accommodated and they may be requested on a permanent or temporary basis.

3. Making a flexible working request:

An employee must make his / her request in writing and must provide prescribed information when doing so. In order to ensure compliance with the statutory requirements the employee should complete the company 'Flexible Working Application Form' when making an application. A copy of the form is available from the employee's designated manager.

The employee should submit the completed form to his / her designated manager, who will provide the employee with written acknowledgment that the form has been received.

4. Considering a flexible working request:

Where an employee has a statutory right to make a flexible working request and has provided the correct information then the company is legally bound to consider the request and will do so in line with the following procedure.

Where an employee has a statutory right to make a request but has not provided the correct information then the company will return the application form to the employee and ask him / her to re-submit it with the missing information entered. The request will not be deemed to have been made until all correct information has been provided.

Where the employee does not have a statutory right to make a request, either because they do not meet the eligibility criteria or because they have made a request within the last 12 months, then the company may

decide to give full consideration to the application, but reserves the right to reject the request with no further consideration.

5. The procedure:

On receipt of a correctly completed form the company may:

1. Accept the request for flexible working without the need for further consideration. If the company does so then they will confirm this in writing, including providing a statement of how the employee's terms and conditions have changed and the date on which the change will become effective; or
2. Hold a meeting to discuss the request further, normally within 28 days of the date the application was received or within such time period as agreed between the company and the employee.

At any meeting held to discuss the application for flexible working we will normally allow the employee to be accompanied by either a colleague or certified trade union representative. The employee should notify the person holding the meeting the name and position of the person, if any, that they are to be accompanied by at least 24 hours prior to the meeting.

The person accompanying the employee may confer with the employee and make representations on his / her behalf but may not answer questions which have been put to the employee. If the accompanying person is, in the view of the company, disrupting the meeting then s/he may be asked to leave.

The company will write to the employee confirming the outcome of the application, normally within 14 days of the meeting. Where the company has agreed, in whole or part, to the application then a statement of how the employee's terms and conditions have changed and the date on which the change will become effective.

Where the company rejects, in whole or part, the employee's application then they will confirm in writing the grounds on which the application was rejected, and the reasons why those grounds apply.

6. The right of appeal:

Where an employee's application is rejected, in whole or part, then they have the right to appeal against that decision. The appeal must be made in writing within 14 days of receipt of the written outcome from the company.

The appeal must contain certain prescribed information and therefore the employee should complete the company 'Flexible Working Appeal Form' which is available from the employee's designated manager.

Where an employee does not provide the correct information then the company will return the form to the employee and the appeal will not be deemed to have been received until all information has been provided.

Wherever possible the appeal will be dealt with a manager who was not involved in the original application.

On receipt of a correctly completed Flexible Working Appeal Form the company will either:

1. Accept the appeal for flexible working without the need for further consideration. If the company does so then they will confirm this in writing, including providing a statement of how the employee's terms and conditions have changed and the date on which the change will become effective; or
2. Hold a meeting to discuss the appeal further, normally within 14 days of receipt of the appeal or such other timescale as agreed by the company and the employee.

At any meeting held to discuss the appeal the employee is entitled to be accompanied by either a colleague or certified trade union representative. The employee should notify the person holding the meeting the name and position of the person, if any, that they are to be accompanied by at least 24 hours prior to the meeting.

The person accompanying the employee may confer with the employee and make representations on his / her behalf but may not answer questions which have been put to the employee. If the accompanying person is, in the view of the company, disrupting the meeting then s/he may be asked to leave.

The company will write to the employee confirming the outcome of the appeal, normally within 14 days. Where the company has agreed, in whole or part, to the appeal then a statement of how the employee's terms and conditions have changed and the date on which the change will become effective.

Where the company rejects, in whole or part, the employee's appeal then they will confirm in writing the grounds on which the appeal was rejected, and the reasons why those grounds apply.

There is no further right of appeal.

16. Grievance Procedure

Introduction

All employees have the right to raise grievances where they have a genuine complaint about an aspect of their job or work environment, without the fear of reprisal.

We believe that a happy and content work force is vital to the success of the business. We will take all grievances seriously and endeavour to achieve an outcome to each grievance which is reasonable, appropriate and satisfactory to the person bringing the grievance, the business and all other parties involved.

Where appropriate, this Grievance Procedure should be read in conjunction with other procedures and policies contained within the Staff Handbook, such as the Equal Opportunities or Bullying and Harassment policies.

STAGE 1 – INFORMAL GRIEVANCE MANAGEMENT.

1. The employee should attempt to deal with any grievance informally in the first instance, either by speaking to the person(s) with whom they have a grievance, or the employee's line manager. Where the grievance concerns the employee's line manager then the employee may wish to speak to another manager.
2. When informally raising a grievance the employee should act at all times in a constructive and non-confrontational manner. The employee should at all times avoid language which is insulting or abusive. The Grievance Procedure is a means of achieving an effective resolution to an issue and is not a forum for the confrontation or intimidation of other employees.
3. The parties involved in the grievance should attempt to reach an agreement as to what action will be taken as a result of the grievance. Where appropriate any manager involved will make a note of such agreed action in writing, which will be signed and dated by the parties involved and placed on their personnel file(s).

STAGE 2 – FORMAL GRIEVANCE PROCEDURE.

1. Where the employee has been unable to resolve their grievance to their satisfaction under Stage 1 of this procedure then they can raise a formal written grievance. The employee may wish to raise a formal written grievance in the first instance, where their complaint is of a serious nature.
2. A formal written grievance should be submitted to the employee's direct manager. Where the grievance involves the employee's direct manager, then the grievance should be submitted to the appropriate manager as specified in the employee's contract of employment, who will either deal with the grievance personally or assign it to another appropriate manager.
3. Any written grievance should be as specific as possible giving the names of relevant parties and dates, time and details of particular incidents. Again, the grievance should be written in a constructive and non-confrontational manner and should set out what resolution(s) to the grievance the employee is seeking. The employee should at all times avoid language which is insulting or abusive.
4. The recipient of the grievance will acknowledge receipt in writing and will inform the employee of the next steps and time scales for progression of the grievance.
5. In most circumstances, the next step will be to hold a formal grievance hearing at which the employee will have the opportunity to provide, and the grievance manager to seek, further information in order for the grievance to be fully and properly investigated.
6. At any grievance hearing, the employee has the right to be accompanied by a trade union

representative or colleague of their choice. If the employee's chosen representative is unable to attend the scheduled grievance, hearing the employee should notify the investigating manager as soon as practicable. We will postpone any grievance hearing by up to a maximum of 5 working days in order to allow the employee's chosen representative to attend.

7. The employee's representative will be permitted to make representations on behalf of the employee and to confer with the employee during any grievance hearing. The representative will not be permitted to answer questions on behalf of the employee at the grievance hearing.

8. At the end of the hearing, the grievance manager will inform the employee of the next steps in their grievance. This will depend on the particular circumstances of the grievance but this may involve further investigations or a decision on the outcome of the grievance. The next steps or outcome will be confirmed to the employee in writing within 5 working days of the grievance hearing.

9. When the final outcome of the grievance is notified to the employee in writing they will be given 5 working days in which to appeal the grievance. If the employee appeals the outcome of the grievance then Stage 3 of this procedure will be implemented.

STAGE 3 – APPEALS AGAINST GRIEVANCE OUTCOME.

1. If the employee is unhappy with the outcome to Stage 2 of this procedure then they have the right to appeal.

2. Wherever possible the appeal will be dealt with by a manager who was not involved in Stage 1 or 2 of the grievance and who is more senior than the person who made the decision at Stage 2 of the grievance.

3. All appeals should be made in writing within 5 working days of receipt of the written outcome to Stage 2 to the person specified in the written outcome. The appeal should state the specific outcome to Stage 2 against which they are appealing and the reasons for appealing.

4. The appeal manager will acknowledge receipt of the appeal in writing and will inform the employee of the next steps and timescales for the progression of the appeal.

5. In most circumstances, the next step will be for the appeal manager to review the grievance documentation and then hold a formal appeal hearing at which the employee will have the opportunity to provide, and the appeal manager to seek, further information in order for the appeal to be fully and properly considered.

6. At any appeal hearing, the employee has the right to be accompanied by a trade union representative or colleague of their choice. If the employee's chosen representative is unable to attend the scheduled appeal hearing, the employee should notify the investigating manager as soon as practicable. We will postpone any appeal hearing by up to a maximum of 5 working days in order to allow the employee's chosen representative to attend.

7. The employee's representative will be permitted to make representations on behalf of the employee and to confer with the employee during any appeal hearing. The representative will not be permitted to answer questions on behalf of the employee at the appeal hearing.

8. At the end of the hearing, the appeal manager will inform the employee of the next steps in their appeal. This will depend on the particular circumstances of the appeal but this may involve further investigations or a decision on the outcome of the appeal. The next steps or outcome will be confirmed to the employee in writing within 5 working days of the appeal hearing.

9. The final outcome of the appeal will be communicated to the employee in writing as soon as is practicable. The final decision on the appeal will represent the end of the internal grievance procedure and there will be no further right of appeal.

17. Information Security Policy

1 Introduction

The Company is committed to the highest standards of information security and treats confidentiality and data security extremely seriously.

This purpose of this policy is to:

- protect against potential breaches of confidentiality;
- ensure all our information assets and IT facilities are protected against damage, loss or misuse;
- support our Data Protection Policy in ensuring all staff are aware of and comply with UK law and our own procedures applying to the processing of data; and
- increase awareness and understanding in the Company of the requirements of information security and the responsibility of staff to protect the confidentiality and integrity of the information that they themselves handle.

The Company's data protection officer, NAME AND JOB TITLE (**PLEASE EDIT**), is responsible for the monitoring and implementation of this policy. If you have any questions about the content of this policy or other comments you should contact the data protection officer.

2 Scope

The information covered by the policy includes all written, spoken and electronic information held, used or transmitted by or on behalf of the Company, in whatever media. This includes information held on computer systems, hand-held devices, phones, paper records, and information transmitted orally.

This policy applies to all staff, which for these purposes includes employees, temporary and agency workers, other contractors, interns and volunteers.

All staff must be familiar with this policy and comply with its terms.

This policy does not form part of any employee's contract of employment and the Company may supplement or amend this policy by additional policies and guidelines from time to time. Any new or modified policy will be circulated to staff before being adopted.

3 General principles

All Company information must be treated as commercially valuable and be protected from loss, theft, misuse or inappropriate access or disclosure.

Staff should discuss with line managers the appropriate security arrangements which are appropriate and in place for the type of information they access in the course of their work.

Staff should ensure they attend any information security training they are invited to unless otherwise agreed by line managers.

Information is owned by the Company and not by any individual or team.

Company information must only be used in connection with work being carried out for the Company and not for other commercial or personal purposes.

4 Information management

Information gathered should not be excessive and should be adequate relevant, accurate and up to date for the purposes for which it is to be used by the Company.

Information will be kept for no longer than is necessary. All confidential material that requires disposal must be shredded or, in the case of electronic material, securely destroyed, as soon as the need for its retention has passed.

5 Human resources information

Given the internal confidentiality of personnel files, access to such information is limited to those members

of the Company who need access to it for operational reasons in compliance with our Data Protection Policy. Except as provided in individual roles, other staff are not authorised to access that information.

Any staff member in a management or supervisory role must keep personnel information confidential.

Staff may ask to see their personnel files in accordance with the relevant provisions of the Data Protection Act 2018.

6 Access to offices and information

Office doors must be kept secure at all times and visitors must not be given keys or access codes. Documents containing confidential information and equipment displaying confidential information should be positioned in a way to avoid them being viewed by people passing by, e.g. through office windows.

Visitors should be required to sign in at reception, accompanied at all times and never be left alone in areas where they could have access to confidential information.

Wherever possible, visitors should be seen in meeting rooms. If it is necessary for a member of staff to meet with visitors in an office or other room which contains Company information, then steps should be taken to ensure that no confidential information is visible.

At the end of each day, or when desks are unoccupied, all paper documents, backup systems and devices containing confidential information must be securely locked away.

7 Computers and IT

Use password protection and encryption where available on Company systems to maintain confidentiality. Computers and other electronic devices must be password protected. Passwords should not be written down or given to others.

Computers and other electronic devices should be locked when not in use to minimise the risk of accidental loss or disclosure.

Confidential information must not be copied onto floppy disk, removable hard drive, CD or DVD or memory stick/ thumb drive without the express permission of a director or the data protection officer. Data copied onto any of these devices should be deleted as soon as possible and stored on the Company's computer network in order for it to be backed up.

All electronic data must be securely backed up in accordance with company policy.

Staff should ensure they do not introduce viruses or malicious code on to Company systems. Software should not be installed or downloaded from the internet without it first being virus checked.

8 Communications and transfer

Staff should be careful about maintaining confidentiality when speaking in public places. Confidential information should be marked 'confidential' and circulated only to those who need to know the information in the course of their work for the Company.

Confidential information must not be removed from the Company's offices except where that removal is temporary and necessary.

In the limited circumstances when confidential information is permitted to be removed from the Company's offices, all reasonable steps must be taken to ensure that the integrity of the information and confidentiality are maintained. Staff must ensure that confidential information is:

- not transported in see-through or other un-secured bags or cases;
- not read in public places (e.g. waiting rooms, cafes, trains); and
- not left unattended or in any place where it is at risk (e.g. in conference rooms, car boots, cafes).

Postal, document exchange (DX), fax and email addresses and numbers should be checked and verified before information is sent to them. Particular care should be taken with email addresses where auto-complete features may have inserted incorrect addresses.

All sensitive or particularly confidential information should be encrypted before being sent by email, or be sent by tracked DX or recorded delivery.

Sensitive or particularly confidential information should not be sent by fax unless you can be sure that it will not be inappropriately intercepted at the recipient fax machine.

9 Home working

Staff should not take confidential or other information home without authority and only do so where appropriate technical and practical measures are in place within the home to maintain the continued security and confidentiality of that information.

In the limited circumstances in which staff are permitted to take Company information home, staff must ensure that:

- confidential information must be kept in a secure and locked environment where it cannot be accessed by family members or visitors; and
- all confidential material that requires disposal must be shredded or, in the case of electronic material, securely destroyed, as soon as any need for its retention has passed.

Staff should not store confidential information on home computers (PCs, laptops or tablets).

10 Transfer to third parties

Third parties should only be used to process Company information in circumstances where written agreements are in place ensuring that those service providers offer appropriate confidentiality, information security and data protection undertakings.

Staff involved in setting up new arrangements with third parties or altering existing arrangements should consult the data protection officer or a director for guidance and authority.

11 Overseas transfer

There are restrictions on international transfers of personal data. Staff must not transfer personal data internationally at all without first consulting the data protection officer or a director.

12 Reporting breaches

All staff have an obligation to report actual or potential data protection compliance failures to the data protection officer, a director or appropriate manager. This allows the Company to:

- investigate the failure and take remedial steps if necessary; and
- make any applicable notifications.

13 Consequences of failing to comply

The Company takes compliance with this policy very seriously. Failure to comply puts both staff and the Company at risk. The importance of this policy means that failure to comply with any requirement may lead to disciplinary action, which may result in dismissal.

Staff with any questions or concerns about anything in this policy should not hesitate to contact the data protection officer.

18. Long Term Sickness Management Policy

INTRODUCTION

Where an employee is unable to carry out his or her job role properly due to long term ill health then it will be necessary to investigate what, if any, action can be taken to resolve those issues and if not, what alternative action needs to be taken.

Each long term illness will be unique and therefore should be dealt with according to its own particular circumstances. Managers should treat each case individually and with sensitivity to the employee's situation and needs. Some employees may be able to attend work as normal but their performance at work may be impaired, others may be absent on a recurring basis dependant on the day to day progress of the ill health and others may be absent from work on a long term and continuing basis.

Where performance issues arise out of recurring sort term absences for unconnected reasons then this should be dealt with under the company's Capability Policy.

1. INITIAL STAGE

Before considering how to deal with an instance of long term absence the manager should take appropriate steps to obtain the necessary information.

Normally this will involve holding an initial meeting with the employee. No formal action will be taken at this meeting and accordingly the employee does not have a statutory right to be accompanied at this meeting but the manager may, at his/her discretion, allow the employee to be accompanied by a suitable person. This will normally be a trade union representative or colleague but may also include a friend or family member.

Where the employee is absent from work and a return to work is not imminent then it may be appropriate to meet with the employee and his or her home. No manager should attend a home meeting unaccompanied by another member of staff and the employee should be permitted to be accompanied by a person of their choice at any home meeting.

The purpose of the meeting should be to:

- Check on the employee's welfare;
- Update the employee on any significant workplace developments that they ought to be aware of;
- Obtain an up to date prognosis and other relevant information including a possible return to work date if the employee is absent from work;
- Discuss any adjustments to the employee's role that may assist the employee in performing their role or which will facilitate a return to work; and
- Consult with the employee about what steps will be taken next, such as an occupational health referral.

If it is agreed with the employee that an occupational health referral or other form of medical assessment / report is required then the manager should explain the process for doing this and if necessary obtain the employee's consent in writing.

If there is a strong possibility that the employee will not be able to return to his or her normal role then they should be advised that redeployment or termination of employment on the grounds of ill health may be necessary.

The manager should confirm the details and outcome of the meeting in writing.

2. PHASED RETURNS, TEMPORARY REDEPLOYMENT AND ADJUSTMENTS

Where a return to the employee's normal role is envisaged some form of temporary measures may need to be implemented to enable the return. These may take the form of:

- A phased return to work. This will normally be done in conjunction with medical advice (usually from occupational health or the employee's own GP). A timetable for the return should be produced and measures for monitoring the employee's well being and performance during the period of return implemented.
- Temporary redeployment. Where an employee is unable to perform their normal working role for a temporary period, e.g. during recovery from an operation or injury then consideration should be given as to whether or not alternative work is available which the employee is able to perform. Normally medical advice (e.g. from an occupational health professional) should be obtained to ascertain whether or not the alternative work is appropriate.
- Adjustments. The employee's ill health may have a limited impact on the employee's ability to perform his or her role to the required standard. It may be possible to implement adjustments that will negate or mitigate the limiting factor. These may be permanent or temporary adjustments.

Any adjustment should be reasonable and the manager should consider the following factors before deciding whether or not to authorise the adjustment:?

- How effective will the adjustment be;
- What is the cost of making the adjustment;
- Does the duty to make reasonable adjustments under the Equality Act 2010 apply?
- For how long will the adjustment be necessary?
- Current business needs.

Professional advice may be required to determine what adjustments could be made, what will be the requirements of implementing them and whether or not they will be effective.

It is recommended that wherever a measure is implemented to support an employee's return to work after long term illness a performance action plan should be agreed and implemented by the manager with the input of the employee. This should normally be done during the return to work interview.

3. PERMANENT REDEPLOYMENT

Where the nature of the employee's illness prevents them from returning to his / her normal role and no reasonable adjustments can be made then consideration should be given to redeployment of the employee to suitable alternative work within the company.

The manager should consider what, if any, other work is available and may need to liaise with management from other departments accordingly.

Consideration should be given to whether or not the employee is a suitable candidate for the role, what (if any) training will be required and if any temporary or permanent adjustments will be necessary.

The employee's views should be sought in respect of the intention to redeploy them and any role identified.

4. TERMINATION ON THE GROUNDS OF ILL HEALTH

Where it is considered that the employee is unable to return to his or her normal role in the foreseeable future and redeployment has not been possible then it will be necessary to consider termination of employment on the grounds of ill health.

Where the employee is eligible for ill health retirement then a referral should be made to the trustees of the relevant scheme for a determination as to whether or not the requirements for ill health retirement are met.

Where termination of employment on the grounds of ill health is being considered then the employee should be informed of this in writing and they should be invited to a meeting to discuss this.

The employee should receive a written notification of the meeting setting out the reason for the meeting and the potential outcomes of it. Copies of any relevant information that the manager will rely on should also be sent to the employee in advance of the meeting.

The employee has the right to be accompanied at the meeting by either an accredited trade union representative or colleague. The manager may, at his/her entire discretion, allow the employee to be accompanied by another person such as a family member or friend. The employee must seek the permission of the manager to be accompanied by someone other than a trade union representative or a colleague.

It is the responsibility of the employee to arrange for someone to accompany them to the meeting and they should notify the manager in advance of the person who will accompany them.

If the employee's chosen trade union representative or colleague is unable to accompany them at the time of the scheduled meeting then the employee must notify the manager of this. The manager will then postpone the meeting by a maximum of 5 working days (beginning on the working day immediately after the day the meeting was scheduled to be held) to a convenient time.

At the meeting the employee should be given the opportunity to make representations and propose an alternative to termination of employment.

The manager should consider the points made by the employee and make a decision in light of the available evidence.

Where the decision to terminate employment on the grounds of ill health is taken then this should be confirmed in writing giving the reason for dismissal, the effective date of termination and explaining the employee's right of appeal.

5. APPEAL PROCEDURE

An employee who has their employment terminated on the grounds of ill health has the right to appeal that decision.

An appeal must be submitted within 5 working days of receiving written confirmation of the formal capability action taken.

An appeal manager will be appointed and an appeal hearing will normally be convened within 15 working days of receipt of notice of appeal. Where the employee's chosen companion will not be available at the time proposed for the hearing, s/he may propose a reasonable alternative time within a period of 5 working days following the day of the originally scheduled hearing.

The appeal hearing may not subsequently be postponed unless the appeal manager decides that it would be appropriate to do so in the particular circumstances (e.g. due to illness certified by a medical practitioner).

The appeal hearing will be chaired by the appeal manager. Present at the meeting will be a note taker, the dismissing manager (or other management representative), the employee and, if the employee chooses, his/her representative.

At the appeal hearing, the employee or representative will be given the opportunity to present their case without interruption, although the appeal manager may seek clarification and further information on particular points.

When the employee or representative has completed presenting the case, the appeal manager may seek further information or clarification on any relevant point.

The dismissing manager (or management representative) will then present the case without interruption, subject to the appeal manager's right to seek clarification and further information as before.

When the dismissing manager (or management representative) has completed presenting the case, the employee or representative and the appeal manager may seek further information or clarification on any relevant point.

The dismissing manager (or management representative) will have the opportunity to summarise the case, i.e. to present the relevant points and information and to respond to matters of principle, detail

or fact that have been raised. The employee or representative will then have the opportunity to summarise the case, and make any representations as appropriate.

The appeal manager may adjourn to seek advice at any time during the appeal process but any such advice will remain confidential to the appeal manager.

The appeal manager will, whenever possible, announce the outcome of the appeal at the conclusion of the hearing, following an adjournment to consider the evidence. In exceptional circumstances where it has not been possible to reach a decision s/he will indicate the likely timescale for a decision to be reached. The decision will be confirmed in writing, normally within five working days and will be final.

19. Modern Slavery and Human Trafficking Policy

1. Policy statement

- a. Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.
- b. We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our disclosure obligations under the Modern Slavery Act 2015. We expect the same high standards from all of our contractors, suppliers and other business partners, and as part of our contracting processes, we include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.
- c. This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.
- d. This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Responsibility for the policy

- a. ENTER JOB TITLE has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.
- b. ENTER JOB TITLE has primary and day-to-day responsibility for implementing this policy, monitoring its use and effectiveness, dealing with any queries about it, and auditing internal control systems and procedures to ensure they are effective in countering modern slavery.
- c. Line managers at all levels are responsible for ensuring those reporting to them understand and comply with this policy and are given adequate and regular training on it and the issue of modern slavery in supply chains.
- d. You are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries are encouraged and should be addressed to the person responsible for this policy.

3. Compliance with the policy

- a. You must ensure that you read, understand and comply with this policy.
- b. The prevention, detection and reporting of modern slavery in any part of our business or supply chains is the responsibility of all those working for us or under our control. You are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- c. You must notify your manager as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future.
- d. You are encouraged to raise concerns about any issue or suspicion of modern slavery in any parts of our business or supply chains of any supplier tier at the earliest possible stage.
- e. If you believe or suspect a breach of this policy has occurred or that it may occur you must notify your manager or report it in accordance with our Whistleblowing Policy as soon as possible.
- f. If you are unsure about whether a particular act, the treatment of workers more generally, or their working conditions within any tier of our supply chains constitutes any of the various forms of modern slavery, raise it with your manager or Head of Procurement.
- g. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken. We are committed to ensuring no

one suffers any detrimental treatment as a result of reporting in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of our own business or in any of our supply chains. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the Head of Procurement immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

4. Communication and awareness of this policy

- a. Training on this policy, and on the risk our business faces from modern slavery in its supply chains, forms part of the induction process for all individuals who work for us, and regular training will be provided as necessary.
- b. Our zero-tolerance approach to modern slavery must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and reinforced as appropriate thereafter.

5. Breaches of this policy

- a. Any employee who breaches this policy will face disciplinary action, which could result in dismissal for misconduct or gross misconduct.
- b. We may terminate our relationship with other individuals and organisations working on our behalf if they breach this policy.

20. Paternity Leave and Policy

PATERNITY LEAVE

1. The law provides for periods of paternity leave for employees who are to have parental responsibility for a new born or newly adopted child. These are called Ordinary Paternity Leave (OPL) and Additional Paternity Leave (APL).

ORDINARY PATERNITY LEAVE

ENTITLEMENT

2. An employee is eligible for Ordinary Paternity Leave (OPL) if they have been continuously employed by the company for at least 26 weeks before the end of the 15th week before the expected week of childbirth and are either:
 - a. The father of the child and will have responsibility for the upbringing of the child; or
 - b. The husband or partner of the child's mother and will have main responsibility for the upbringing for the child (apart from any responsibility of the child's mother).
3. An employee who is eligible for OPL may take either a single block of one week or a single block two weeks' paternity leave. Employees cannot take odd days or two separate weeks of paternity leave.
4. The leave can begin on or after the day on which the child was born and must end on or before the later of either the 56th day after which the child was born or the 56th day after the first day of the expected week of childbirth.
5. The employee may choose to begin his period of OPL on;
 - a. The day on which the child is born; or
 - b. A day which is a predetermined number of days after the date on which the child is born (for example 7 days after the date the child is born); or
 - c. A predetermined date which is later than the date of the first day of the expected week of childbirth (for example, where the first day of the expected week of childbirth was 5th June the employee could choose that the OPL begins on 6th of June 2012).

NOTIFICATION

6. In order to be eligible for OPL the employee must notify the company of the pregnancy by no later than the end of the 15th week before the expected week of childbirth. If this is not reasonably practicable then the employee must give notice as soon as possible.
7. The employee must give the following information when giving notice that they wish to take OPL:
 - a. The dates of the expected week of childbirth;
 - b. Whether the employee wishes to take one or two weeks' paternity leave; and
 - c. The point at which they would like the paternity leave to begin as per paragraph 57 above.
8. The employee may be requested by the company to complete a paternity leave declaration when he requests to take a period of OPL.
9. An employee may vary the date on which he wishes his OPL to begin. The employee should give notice of the variation as soon as possible and, as a minimum, in compliance with the timescales set out below:
 - if they want to change their leave so it starts on the date of birth, at least 28 days before the first day of the expected week of childbirth
 - if they want to change their leave so it starts on a particular date, 28 days before that date
 - if they want to change their leave so it starts a specified number of days after the birth, at least 28 days before the date falling the same number of days after the first day of the EWC, eg if the employee wants to start their leave 14 days after the birth and the EWC begins on 16 July, they must notify you of the new date on 2 July, ie 28 days before 14 days after 16 July

Where an employee is unable to give notice in compliance with the above minimum timescales then they must give notice as soon as reasonably practicable.

Where an employee has given a predetermined date on which to commence his paternity leave and the child has not been born by that date then the employee must select a later date and give the employer notice of that date as soon as is practicable.

10. An employee must give notice as soon as is practicable of the date on which the child is born.

COMMENCEMENT OF PATERNITY LEAVE

11. The employee's paternity leave will begin on the date on which the employee has specified unless they have chosen to commence paternity leave on the day the child is born and they are at work on that day. In such a case the paternity leave will commence on the next day.

RETURN TO WORK

12. All employees are entitled to return to work after a period of paternity leave.
13. If an employee returns to work after OPL then he is entitled to return to his existing position on the same terms and conditions.
14. If an employee returns to work after a period of OPL followed immediately by a period of parental leave of four weeks duration or more then they he is entitled to return to his existing position on the same terms and conditions, unless this is not reasonably practicable, in which case the employee will be permitted to return to a suitable alternative position on terms and conditions that are no less favourable than those for his original position.
15. Where it is not reasonably practicable for an employee to return to his existing position then the company will consult fully with the employee about the reasons for this and the alternative options.

TERMS AND CONDITIONS WHILST ON PATERNITY LEAVE

16. An employee who is on paternity leave will retain the same benefits and be bound by the same obligations arising from the terms and conditions of employment that he was on prior to the paternity leave, except in relation to those terms and conditions relating to remuneration.
17. For the purposes of the above paragraph entitlement to use of a company car, mobile phone or other equipment will be classified as remuneration if it is provided solely for business use.

PATERNITY PAY

18. All employees who take OPL are entitled to receive Ordinary Statutory Paternity Pay (OSPP) providing that:
 - a. they have been employed continuously by the company for at least 26 weeks by the end of the 15th week before the expected week of childbirth;
 - b. they meet the eligibility criteria set by the government (the company will work out if the employee meets these criteria);
 - c. they have completed an SC3 form (available from the employee's designated manager) at least 28 days before they want the payment of OSPP to begin; and
 - d. they have met the notification requirements set out above.
19. If an employee has entitlement to Company Paternity Pay (CPP) then this will be detailed in the Employee Benefits and Entitlement Schedule.
20. Payment of CPP may be dependant on certain criteria relating to the employee's return to work. Where an employee does not meet these criteria and the company has the right to reimbursement of all or part of any CPP paid then the company has the right to make deductions from any monies owing to the employee by the company including, but not limited to, any wages, bonus, commission or payment in lieu of holiday pay.
21. In order to be eligible to receive CPP the employee must notify the company of the wish to take paternity leave in compliance with the notification requirements set out above.
22. OSPP will be paid at the rate determined by HMRC. Further information on the rate of OSPP which will be paid can be obtained by your designated manager.
23. Entitlement to OSPP is determined in part by the employee's average earnings over the 8 weeks up to the 15th week before childbirth. The company will assess the employee's eligibility for OSPP after the end of the 8 week period and will accordingly notify the employee whether or not they are eligible for OSPP.
24. If an employee does not meet the eligibility criteria for OSPP then the company will complete and provide to the employee an OSPP1 form explaining why they are not entitled to OSPP.
25. An employee who is not entitled to receive OSPP may be entitled to receive Income Support during any period of paternity leave and should contact his local Jobcentre Plus as soon as possible.

ADDITIONAL PATERNITY LEAVE (APL) AND PAY (APP)

ENTITLEMENT

26. APL and APP will no longer be available where the baby is due on or after 5 April 2015. Parents may instead be entitled to Shared Parental Leave under the Shared Parental Leave policy.

21. Smoking At Work Policy

Introduction

All employers are under a legal duty to provide a safe working environment for all employees, workers and contractors pursuant to the Health and Safety at Work Etc. Act 1974. Much research has shown that smoking and passive smoking causes greatly increased vulnerability to lung and heart disease and illness.

Restrictions to the right to smoke in public and work places have been implemented recently and since 1 July 2007 have covered the whole of the United Kingdom.

This policy sets out the Company policy on smoking and the rules that we have implemented to ensure that we comply with our legal obligations and protect the health of our clients, employees, workers and contractors.

1. Definitions

Smoking:	smoking or being in possession of a lit substance such as tobacco or any other substance that may be smoked.
Enclosed or substantially enclosed place:	a place that has a ceiling or roof and walls (including doors and windows etc.) around all or at least half the perimeter.
Workplace:	enclosed or substantially enclosed places where more than one person works, even if those people do not work at the same time.
Company vehicle:	any vehicle used to transport members of the public or used by more than one person for work, even if only one person is in the vehicle at any one time.
Site of work:	any site, enclosed or not, where the business of the company is carried on.

2. Smoking at work

Smoking is prohibited at all times in workplaces, company vehicles or public places which are enclosed or substantially enclosed and in any private premises belonging to or controlled by a client of the company.

Employees, workers and contractors working on behalf of the Company who wish to smoke must do so in an open area away from other employees or clients who are not smoking and not at the entrance or exit of any workplace or site of work.

Smoking may be permitted at certain designated points on a site of work which is not enclosed or substantially enclosed. Details of such points will be notified to employees and other workers as appropriate.

The company respects the right of employees and other workers / contractors who smoke to do so and will allow those persons reasonable opportunity to smoke during working hours.

3. E-cigarettes

E-cigarettes, personal vaporizers (PVs) and electronic nicotine delivery systems (ENDS) are devices that mimic the smoking of tobacco and are battery operated. These devices are frequently used as a cigarette replacement.

There are currently no regulations surrounding the use of E-cigarettes in the workplace. Whilst devices such as these fall outside of the smoke free legislation the possible long term effects are unknown and vapours within the workplace can create an unpleasant environment.

Smoking of E-cigarettes, as with standard cigarettes, may be permitted at certain designated points. The smoking of any electronic device indoors requires the prior approval of the individual's line manager who, in making their decision as to an appropriate site, will consider the other members of staff.

Use of an E-cigarette indoors without authority is misconduct under Company Rules.

4. Responsibilities

Employees, workers and contractors

All persons working for or on behalf of the company must ensure that they:

- Are aware of the provisions of this policy and that they comply with them at all times.
- If necessary, politely remind any visitor, worker or contractor on site that smoking is not permitted within workplaces and company vehicles.
- Act with respect for the health and comfort of all other people they come into contact with whilst at work.

Managers

Any person with managerial responsibilities working for or on behalf of the company must support the implementation of this policy and in particular should:

- Ensure that those employees, workers and contractors for whom the manager has responsibility are aware of this policy;
- Take appropriate steps in response to breach of this policy by any person for whom the manager has responsibility;
- Provide support and direction should an employee, for whom the manager is responsible, indicate that they wish to give up smoking;
- Ensure that visitors to an area or workplace for which the manager holds some responsibility are made aware of the policy;
- To ensure that all non-smoking signage in areas for which the manager has responsibility is kept visible and in good condition.

5. Breaches of this policy

Where a person acts in breach of this policy then the matter will be dealt with under the Company disciplinary policy and serious or repeated breaches may result in dismissal. Where the individual is a worker or contractor who is not subject to the Company disciplinary policy then the breach will be referred to the company or organisation who are responsible for that individual and may result in the individual being asked not to work for or on behalf of the Company.

22. Redundancy Procedure Policy

Introduction

The Company will at all times seek to ensure security of employment and avoid compulsory redundancies. However, it may become necessary from time to time for the Company to consider a reduction in staff levels. In such circumstances the provision of this policy shall be implemented to ensure that all employees are fully informed and treated fairly.

1. Consultation

Where the Company is considering making redundancies full consultation will be held with all affected employees or representatives of those employees.

Where affected employees are members of a recognised Trade Union then consultation will take place with the Union(s) in accordance with agreed procedures. In other circumstances consultation will take place in accordance with the provisions of this section.

Where, due to the number of redundancies considered, regulation requires minimum periods of consultation and / or notification of designated governmental departments the Company will comply with those regulations.

The Company will commence consultation at least two weeks before the date on which the first redundancy may take effect. The Company will have undertaken a comprehensive review of the current position of the business and projected trade when considering whether or not redundancies may be necessary. The Company will disclose:

- the relevant details of that review;
- the total number of redundancies considered;
- which areas of the workforce are affected;
- any alternative action being considered; and
- the projected timescales for the process.

The affected employees (or their representatives) will be given the opportunity to seek clarification of any point and to make representations in respect of the information disclosed by the Company. Such representations may include making alternative suggestions to compulsory redundancies.

The Company will respond meaningfully to any query or suggestion made by or on behalf of the affected employees and will confirm the action which the Company intends to take following the consultation process.

Individual consultation will also take place with any employee who is provisionally selected for compulsory redundancy.

2. Assessment and selection

Following the consultation process if the Company has decided to proceed with the redundancy process then each affected employee will be assessed against a defined set of criteria by at least one member of the management team.

The Company will seek to ensure that the selection criteria are as far as possible capable of objective assessment.

On completion of the assessment process those employee's who have been identified as at risk of redundancy will be informed of this and provided with a copy of their scores.

Those employees shall be invited to an individual consultation where they will be given full opportunity to seek clarification and make representations in relation to the scores given.

Following consultation those employees who have been selected for redundancy will be given formal notice of redundancy. This will include confirmation of the date of termination and a calculation of any

redundancy payment due to the employee.

3. Appeal

An employee who has been given formal notice of redundancy will be given the right to appeal that decision. The appeal should be submitted in accordance with the instructions contained in the formal notice of redundancy.

Where possible the appeal will be held by a manager who has not been involved with the decision to select the employee for redundancy.

The appeal manager will acknowledge receipt of the appeal in writing and will inform the employee of the next steps and timescales for the progression of the appeal.

In most circumstances the next step will be for the appeal manager to review the redundancy process documentation and then hold a formal appeal hearing at which the employee will have the opportunity to provide, and the appeal manager to seek, further information in order for the appeal to be fully and properly considered.

At any appeal hearing the employee has the right to be accompanied by a trade union representative or colleague of their choice. If the employee's chosen representative is unable to attend the scheduled appeal hearing the employee should notify the appeal manager as soon as practicable. We will postpone any appeal hearing by up to a maximum of 5 working days in order to allow the employee's chosen representative to attend.

The employee's representative will be permitted to make representations on behalf of the employee and to confer with the employee during any appeal hearing. The representative will not be permitted to answer questions on behalf of the employee at the appeal hearing.

At the end of the hearing the appeal manager will inform the employee of the next steps in their appeal. This will depend on the particular circumstances of the appeal but this may involve further investigations or a decision on the outcome of the appeal. The next steps or outcome will be confirmed to the employee in writing within 5 working days of the appeal hearing.

The final outcome of the appeal will be communicated to the employee in writing as soon as is practicable. The final decision on the appeal will represent the end of the redundancy procedure and there will be no further right of appeal.

4. Alternative work

The Company will seek to find suitable alternative work for any employee who has been given notice of redundancy during his / her notice period. The Company may require the employee to undertake an application process for any alternative work depending on the particular circumstances.

Where suitable alternative work is identified the employee will complete a four week trial in that role after which:

- The employee may decide whether or not to accept the alternative work.
- The Company may decide whether or not to offer the alternative role to the employee on a permanent or ongoing basis.

During the notice period the Company will allow the employee reasonable time off to look for new employment or make arrangements for training for future employment.

The employee will be paid a maximum of forty percent of a normal week's earnings in respect of all time taken off by the employee during the notice period to look for new employment.

5. Redundancy payments

An employee who has been made redundant will be entitled to a statutory redundancy payment subject to the following provisions:

- On the date the employee's employment terminates the employee has completed two or more years' continuous service;
- The employee did not unreasonably reject an offer of suitable alternative work made after they were given formal notice of redundancy;
- The employee has not refused to work his/her full notice period having been asked to do so on giving earlier notice of termination; and
- The Company did not become entitled to dismiss the employee without notice during the notice period by virtue of the employee's conduct.

An employee given formal notice of redundancy will be informed what, if any, redundancy payment they are entitled to and how it has been calculated. Redundancy payments will be paid after termination of employment along with any outstanding wages and accrued holiday pay owed to the employee.

23. Social Media, Internet and IT use Policy

Introduction

The Company acknowledges and accepts the widespread use of social media and other internet platforms by employees. However, the Company must ensure that client confidentiality or the reputation of the business is not compromised by the use of social media and other internet sites and therefore all employees are required to read and comply with this policy.

1. Representing the Company

Employees may indicate on their social media profiles etc. that they are an employee of the Company. However, no suggestion may be made by the employee that they represent the Company or the views of the Company on any social media or other internet site.

The employee may not seek to promote or market the Company in any way on a personal social media platform or internet site without the express authority of the Company.

An employee may not set up a social media profile or other internet site on behalf of the Company without the express authority of the Company unless to do so forms part of the employee's job description.

2. Social media and internet content related to the Company

As a general rule Employees should refrain from making any comment about their employment or the Company, regardless of tone and context.

In particular employees must not make any comment or post any content on their social media profiles or other internet site which can be accessed by members of the public or clients of the Company and which could reasonably be considered to damage the reputation of the Company or any other employee, agent or contractor of the Company.

Employees have the opportunity to raise issues regarding their employment through the Company Grievance Policy and this is the proper course of action where they have a complaint.

Making comments or posting comments on a public profile or forum which may adversely affect the Company may result in formal disciplinary proceedings being commenced against the employee.

3. Social media and internet content related to clients of the Company

Employees must not, unless with the express authority of the Company, make a comment or post content on a social media or other internet site which discloses information relating to any client of the Company or the operations of the Company.

A failure of any employee to comply with this requirement may result in formal disciplinary proceedings being commenced against the employee.

4. Offensive comments or conduct

Where an employee has indicated that they are an employee of the Company on a social media or other internet site and that profile or site is accessible to members of the public or clients of the Company then the employee should refrain from making comments or posting content which could reasonably be considered to cause offence on the basis of race, nationality, gender, age, disability or sexual orientation.

Where the employee makes such comments or posts such content then the formal disciplinary proceedings may be taken against the employee where the Company considers that the comments

or content could adversely affect the reputation of the Company.

5. Privacy Settings

It is recommended that employees ensure that they have appropriate privacy settings applied to their social media profiles where they have indicated that they are employed by the Company and may post comments or content of any form about the Company or any of its agents, employees or contractors.

Such privacy settings should limit access to the profile (or at least content relating to the Company) to your approved 'friends' or 'contacts' and not the public in general.

6. Internet Use

The internet is available for use on Company computers and other devices in order to assist employees in the performance of their job role. The internet should not be used during working hours for personal use in any circumstances.

Employees may use the internet for personal use before and after working hours and whilst on a designated rest break. All use should be reasonable and no offensive, pornographic or other inappropriate internet access should be accessed.

The Company internet service is not to be used to download files for personal use such as music or video files as this will disrupt and slow down the internet connection for other users who are working.

The Company may restrict access to certain sites for all employees, or those who are found to have abused this privilege.

Abuse of the right to use the internet at work may result in formal disciplinary proceedings being commenced against an employee.

7. Monitoring

The Company respects the right of each employee to privacy and it is the preference of the Company that no monitoring should be required of an employee's email and internet use.

However, the Company reserves the right to monitor and review email and internet use where it is in the best interests of the business to do so, for example, to investigate performance and conduct issues or matters of public interest such as activity which is criminal or in breach of health and safety rules.

The Company will only monitor internet and email use in a proportionate manner and those persons carrying out the monitoring activities will be required to treat any information disclosed in the process as confidential.

Only information relating to the matter which has prompted the monitoring process will be obtained and stored unless information which the Company could not reasonably be expected to ignore is discovered, such as that which indicates a crime or breach of health and safety or company rules will be or has been committed.

24. Whistle Blowing Policy

INTRODUCTION

The company recognises that there may be matters of concern to employees within the business which they wish to bring to the attention of the management, or the appropriate authorities, but are reluctant to do so because of fear of reprisal.

The company is committed to the highest standards of honesty, integrity and good practice. If an employee reasonably suspects in good faith that the company, or some employee, agent or associate of the company has acted in an improper or unlawful manner then they are able to do so with confidence that their disclosure will be taken seriously, handled with discretion and that it will not lead to disciplinary proceedings, dismissal or any other detrimental treatment.

1. WHAT IS WHISTLE BLOWING?

Whistle blowing is known officially as making a disclosure that is in the public interest. Issues that should be reported through the Company Whistle Blowing Policy include failures relating to:

- Breaches of health and safety;
- Commission of a crime;
- Breach of a legal obligation;
- A miscarriage of justice;
- Damage to the environment; and
- Attempts to conceal evidence in relation to the above issues.

As a general rule instances of bullying, discrimination and harassment should be reported through the company's Bullying and Harassment Policy and complaints personal to the employee's work should be dealt with through the company Grievance Policy.

Conduct which may give rise to use of the whistle blowing procedures could be committed by the company itself, an employee of the company, a third party working on behalf of the company, a client or customer, supplier or partner in a joint venture.

2. WHO SHOULD THE DISCLOSURE BE MADE TO?

In the first instance, unless not reasonably practicable the disclosure should be made internally. Normally this will be to the employee's designated manager but the employee should feel free to make the disclosure to another member of management if they feel it necessary or appropriate.

Where the employee is unable to make the disclosure internally then they should make it to an appropriate person or body, for example the Health and Safety Executive, the police, HMRC etc.

3. PROCEDURE FOR MAKING A PUBLIC INTEREST DISCLOSURE

Where an employee has reason to make a disclosure they should do so as a matter of urgency so that the company can take immediate action to investigate and handle the disclosure.

The employee is encouraged to make the disclosure in writing and to give specific information such as dates, places and names, along with a concise description of the matters giving rise to the disclosure. The employee may wish to use the company Public Interest Disclosure Form to make a disclosure, a copy of which can be obtained from the employee's designated manager.

• ANONYMOUS DISCLOSURES

Employees who wish to make a disclosure are encouraged as a matter of company and government policy to provide his / her name when doing so and to allow his/her name to be disclosed during the investigation of the disclosure. The company will be able to deal with any disclosure more effectively if they are aware of the identity of the person who made the

disclosure and able to seek further information.

The company will at all times seek to maintain confidentiality in relation to the nature of the disclosure and the person who made it. An employee may expressly request that their identity as a whistleblower is kept confidential. Where the employee requests confidentiality the company will not reveal the employee's name without his/her consent, unless required by law.

The company will not subject an employee who makes a disclosure to any form of detrimental treatment just because they made the disclosure. The company will take all reasonably practicable steps to prevent any other person or party, including other employees, from subjecting an employee to detrimental treatment just because they made a disclosure.

- **MALICIOUS DISCLOSURES**

The company encourages all employees to make disclosures if they have a genuine belief that a failure may have been or may be committed.

Where an employee makes a disclosure in good faith, regardless of whether the disclosure was valid or not, then the employee will not be submitted to any form of detrimental treatment, including disciplinary action, or dismissal.

Where, following investigation of any disclosure, there is evidence that in making the disclosure the employee was acting maliciously or in bad faith then the company reserves the right to refer the matter to the Company Disciplinary Policy.

- **INVESTIGATION OF DISCLOSURES**

The manager who receives a disclosure will handle the matter in line with management procedures. This will normally involve either commencing an investigation personally or referring the matter to another manager for investigation.

It may be necessary to hold a meeting with the person who made the disclosure to seek further information regarding the disclosure. Although this will not constitute a formal grievance hearing the company will, at the discretion of the manager conducting the investigation, allow the employee to be accompanied by a trade union representative or colleague. That person will be allowed to address the investigating manager and confer with the employee but may not answer questions on behalf of the employee.

The investigating manager will also carry out all further enquiries necessary to ensure that the disclosure is fully and properly investigated. This may involve interviewing other employees or associates of the business, collecting and reviewing evidence such as documents, CCTV etc. and conferring with relevant authorities and advisers.

The investigating manager will then produce a report setting out his/her findings in relation to the disclosure and recommendations as to what further action should be taken.

The investigating manager may direct that a copy of the report be disclosed to the employee who made the disclosure, but this will be at the investigating manager's entire discretion. However, wherever possible the company will seek to keep the employee briefed as to the progress and outcome of any disclosure, having regard for the legal obligations and business interests of the company, such as the protection of confidential data.

4. Protection of whistle blowers

Where an employee has made a valid public interest disclosure then the employee shall not be subjected to any detrimental treatment by the company as a result of having made that disclosure.

The company will also take all reasonable steps to prevent any employee of the company from subjecting a person who has made a valid disclosure to detrimental treatment as a result of having made that disclosure.

Employees should be made aware that Employment Tribunal proceedings can be instituted against

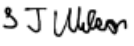
them as an individual where they are alleged to have subjected an individual to detrimental treatment because that person made a valid public interest disclosure.

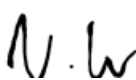
The company may also commence formal disciplinary proceedings under the company disciplinary policy in such circumstances.

5. Further action

If an employee is unhappy with the progression or outcome of the investigation then they should in the first instance raise his/her concerns informally with the investigating manager or their designated manager. If this does not resolve the matter to the employee's satisfaction then they are entitled to raise a formal grievance under the company Grievance Policy.

Sign Off Sheet

<u>Print Name</u>	<u>Signed</u>	<u>Date</u>
Liam Quarrie		26/04/2019
Brandon Matthews		05/06/2019
Liam Quarrie		17/01/2021
Steven Wilson		22/01/2021
Connor McKay		25/01/2021
John Wilson		27/01/2021
Liam Bond		01/02/2021
John Willett		29/03/2022
John Willett		11/11/2022
David Smith		09/03/2023

Daniel McEnvoy		31/10/2024
Liam Quarrie		08/11/2024
John Wilson		08/11/2024
Neil Williams		23/11/2025