

# EMPLOYEE HANDBOOK



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## SECTION 1. INTRODUCTION

### 1.1 About the Company

Safehands Recruitment was established by Katie Armstrong, James Gibbs and Richard East as an employment agency that specialises solely within the Health and Social care industry.

Katie Armstrong has worked in the Care Recruitment industry for the past 7 years and has gained an unparalleled knowledge regarding the business. She understands the pitfalls and weaknesses some of her competitors may have and is determined with her new company, Safehands Recruitment, to create a caring environment with the utmost dedication to her clients and personnel she recruits.

Safehands Recruitment was founded by Katie Armstrong in March 2013. The company's long-term goal is to grow organically and is currently operating in Gloucestershire, Herefordshire, Worcestershire, Shropshire, Cardiff and Wiltshire with the plan to rollout into areas such as Bristol in the near future.

Safehands Recruitment specialise in positioning temporary and permanent staff to the Care industry. They provide staff for nursing homes, Residential Care Homes, Day Services, Supported Living Settings, Schools and Colleges. They supply Health Care Assistants, Support Workers and Nurses. Operating 7 days a week - 24 hours a day. No longer will a business, face the problematic task when someone calls in sick, at 6am. Safehands Recruitment will have a highly experienced, trained replacement to cover roll, even if it is just for a one off shift.

All Care personnel have been through a rigorous recruitment process and must have experience with a 5 year reference history. After an initial half hour telephonic interview, suitable personnel will progress to an hour's face-to-face interview before all references and an enhanced DBS check is approved. Candidates are only then selected to proceed for the training and induction program before being allowed into the workplace.

Each Client will receive regular review meetings, usually every 3-6 months. This is to ensure that they are satisfied with the quality of staff and the customer service they are receiving from Safehands Recruitment. This is also an ideal time to update the overview that Safehands Recruitment holds with any changes at the establishment.

Staffing solutions are the core of Safehands Recruitment business. It is the company's policy to gain a thorough understanding of a client's needs to enable them to offer an efficient and reliable service. Safehands Recruitments experienced staff are totally prepared and will have been given a thorough briefing as to where they will be working. This in turn enables them to arrive ready for their shift and work with the full knowledge of what is expected of them. They can hit the ground running.

### 1.2 Company Philosophy

Safehands Recruitment delivers individually tailored staffing solutions for each contract. Our approach is centred on ensuring our clients are able to concentrate on running their business. The success of Safehands Recruitment derived from initially listening to the clients and from then on building long term business relationships with the clients.

Our reputation has been developed through providing quality staff, with a quality service and we believe wherever we supply staff, whichever contract it is, the clients should expect and receive the same high standards of service every time.

The Safehands brand is strong and established and represents the company and those who represent it. Whilst the clients receive the professional, courteous and efficient service from the Managers, this is supported by a highly efficient office team, who are responsible for recruitment, registration and co-ordination of the temporary workforce.

- **Good quality** – High standards, attention to detail, honesty and above all delivering on our promises.
- **Excellent customer service** – Friendly, professional and empathetic.
- **Innovation** – Constantly striving for new recruitment avenues, to provide a quality service
- **Trust** - Confidential, honest and commitment to our clients



- **Win through teamwork** – we encourage individual ownership but work as a team. We value skills, individuality and contribution of all our colleagues, working in support of each other and readily sharing good practise, in pursuit of shared goals.

Our core values are at the basis of any activity the team at Safehands Recruitment are involved in, coupled with a structured recruitment process. This is vital to ensure that all the recruitment team are following the same procedures and they are all working towards the core values.

### **1.3 About this Handbook**

This handbook, together with your Employment Contract, has been produced as a guide for you during your employment with Safehands Recruitment, and provides you with all the details for the basis of your employment and explains how the contract is to be carried out. You should keep your copies of these documents safely and refer to them for guidance.

The information, procedures and policies contained within this handbook are not contractual or legally binding and may be amended at any time. The information is also not exhaustive and if there are any areas where you require further clarification, please do not hesitate to contact your Manager.

The Company reserves the right to make changes to the handbook and your Contract of Employment from time to time. You will be notified of any minor amendments by written correspondence while any major changes will result in either an amendment to your Contract of Employment or, in the case of this handbook, individual amendment pages for you to insert.

## **SECTION 2. ABOUT YOU**

### **2.1 Probationary Period**

The normal probationary period is three or six months. During this period, your work will be assessed and reviewed on an ongoing basis and you and your Manager will have the opportunity to determine whether the work is suitable for you. In exceptional circumstances, the probationary period may be extended. After the satisfactory completion of your probationary period, you will receive a letter confirming your appointment as a member of our permanent staff. Should your performance be unsatisfactory or you decide you do not wish to continue in your role, either party will be expected to provide written notice as described in your Contract of Employment.

### **2.2 Pay**

A starting salary is agreed on appointment and will depend on qualifications and experience, together with your level of responsibility. It will also meet the requirements under National Minimum Wage and reflect current market rates for the job.

All salaries are paid monthly and will go directly into your bank or building society account on the last Friday of each month, except when the day is a Public Holiday, when the payment will be made on the preceding last normal working day. All employees will receive a payslip giving details of the amount received and deducted.

All salary payments will be subject to PAYE Income Tax and National Insurance contributions and any other deductions the Company is required to make.

Should you wish to change the bank account into which your salary payment is made, you must submit an on-line bank details form available from the HR system.

### **2.3 Overtime**

Your contract of employment stipulates whether you are eligible for overtime payments.

### **2.4 Deductions**

You agree that the Company may deduct from your salary, or any other payment or award arising during your employment, any sums that you may owe the Company including but not limited to:

- An amount in respect of excess holiday entitlement
- Reimbursement for Company property not returned, or not returned in an adequate condition, when requested or at the time of leaving.

### **2.5 Expenses**

You will be reimbursed for out of pocket expenses incurred whilst on Company business (i.e. parking and petrol etc), providing that you follow the Company procedure for claiming expenses and a valid VAT receipt is obtained and submitted.

**No parking or speeding fines will be paid by the Company under any circumstances.**

### **2.6 Salary Reviews**

Salaries are assessed and reviewed using a combination of individual performance, related salaries within the Company, general salaries within the industry, inflation and, of course, the Company performance. Such reviews will not necessarily result in a pay increase. Salary reviews will be carried out at the discretion of the Directors, usually each year. During probationary periods employees will not usually receive a salary review; however it is at the absolute discretion of the Company to do so.

## **2.7 Hours of Work**

### **2.7.1 General**

Your normal working hours are detailed in your contract of employment, however, you will be required to work the hours necessary to complete your duties as specified by your Manager. Part time employees are entitled to the same hourly rate of pay and the same entitlements to annual leave as equivalent full-timers but on a pro-rata basis.

You will be expected to be flexible to meet the requirements for the business and customers. The Company retains the right to alter your working hours, whether on a temporary or permanent basis, to suit the changing needs of the business.

### **2.7.2 Timekeeping**

You are expected to be at work during the hours detailed in your Contract of Employment unless prior permission to change these hours has been granted by your Manager. Persistent poor timekeeping will be discussed and may be subject to disciplinary action.

### **2.7.3 Working Time Regulations**

The Working Time Regulations 1998 provide that, in order to protect the health and safety of employees, employers should take reasonable steps to ensure that employees do not work more than an average of 48 hours per week.

Whilst you may be required to work overtime from time to time, you are not required to work more than an average of 48 hours per week, unless you confirm in writing in advance that you are prepared to do so. If you have any concerns as to the number of hours you are actually working in each week, you should discuss this with your Manager or a Director.

For the purposes of calculating 'working time' it is agreed that lunch breaks and time spent travelling to and from your normal place of work at the beginning and end of the working day, do not count.

## **2.8 Fixed Term Contracts**

On occasions the Company may offer employment under a fixed term contract for a defined period of time or for the completion of a particular task/project. If, you are employed on this basis and, on reaching its expiry, the contract is not to be renewed and there is no other suitable work available, you may be dismissed. If you have been employed for more than one year the Company will follow a suitable and fair process to determine whether dismissal is appropriate in that instance.

## **2.9 Review of Performance**

A performance review will be carried out in relation to you at least once in each year. The timing of that review will vary depending upon your job and, in any event, is at the discretion of the Company. You will be given details of any review procedures relating to you and you are required to comply with them in order to assist in making the process worthwhile.

Your performance will also be reviewed, independently of the annual review process, during and at the end of the probationary period.

## **2.10 Training**

The Company considers its employees to be its greatest asset. By providing the opportunities, facilities and financial help, the Company aims to ensure that you are in possession of the knowledge, skills and experience necessary to perform your job to the competency level required.

Training needs can be identified at any time, and can be highlighted by you, your Manager or a specific business need. You must discuss proposed work-based learning and vocational learning with your Manager fully prior to a training request being approved. This is to ensure that the training request meets a business need. If you feel that you would like to request assistance from the Company for your own personal development, you must discuss this with your Manager in the first instance. In all instances a Training Request Form must be completed and authorised.

If you require support by way of a loan to cover the costs of training or time off to attend a course, this will need to be authorised and agreed by your Manager. In all cases the terms of the agreement between you and the Company will be confirmed in writing.

If you receive training that is paid for by the Company, you will be required to reimburse some or all of the associated costs of your training if you fail to complete the course through your own fault or choice, or if you leave the Company within the following timescales of completing the course:

<b>Leaves within</b>	<b>Repayment Due</b>
Less than 6 Months	75%
Less than 12 Months	50%
12 Months to 24 Months	25%
24 Months or more	0%

Where the Company makes a payment for training you will be required to complete and sign a Training Costs Agreement form, a copy of this form can be obtained from the HR Department.

On your leaving the Company in both cases any amount due will be deducted from your salary / final salary payment.

## **2.11 Place of Work**

Your normal place of work will be as stipulated in your Contract of Employment, but if necessary you will work at, and if requested, change your normal place of work to any client site, or other office which the Company has already set up or may set up. Any change of location will be subject to prior discussion with you.

## **2.12 Annual Leave & Absence**

### **2.12.1 Annual Leave**

The Company's annual leave year operates from April to March. Your leave entitlement is detailed in your Contract of Employment.

For starters and leavers, holiday entitlement is calculated on a pro rata basis at 2.3 days per month for each complete month worked.

You should develop a plan with your Manager to ensure that the time is taken within this timescale. Any leave not taken will be lost.

Should you leave the Company during the year, you will receive payment for any outstanding holiday entitlement. If, however, you have taken more holiday than your accrued entitlement, an appropriate deduction will be made from your final salary payment.

You are required to apply for holidays, giving notice equivalent to 4 weeks, in order that the Company has adequate time to consider your request and that no department becomes understaffed. This also means that applications will be granted on a first come first served basis. Exceptional circumstances requiring more imminent holiday allowance will be granted only at the discretion of your Manager. A maximum of two weeks' consecutive holiday may be granted at any time. Exceptions to this may only be approved at the Manager's discretion.

Employees failing to return to work on the agreed date following a holiday period may be classed as being absent without authorisation and may be treated as such.

Requests for annual leave must be made by completing an on-line Holiday Request Form. Any requests to change booked leave must be made to your Manager using the appropriate form.

Your Manager must approve annual leave. Please ensure that you discuss your intended leave dates with him/her prior to making any bookings. If you make a booking without your Manager's prior authority, the Company will not be liable for any loss you suffer if the annual leave has to be refused due to business needs.

### **2.12.2 Religious Holidays**

Subject to complying with the relevant provisions in respect of the notice required to be given when applying for holiday, and to the requirements of the Company's business, you will normally be allowed to use your annual leave entitlement to observe special religious holidays.

### **2.12.3 Medical Appointments**

Appointments with Dentists and GPs, hospitals, out patient clinics, physiotherapy etc should be arranged outside normal working hours, wherever possible. If this is not possible, you should seek the prior approval of your Manager and try to arrange appointments at times that cause the least disruption to your work for example at the start / end of the working day or around lunch breaks, and efforts should be made to make up any work time lost. Your Manager may ask to see written confirmation of appointments.

### **2.12.4 Compassionate Leave**

In the unfortunate event that you need to take time off due to bereavement, you should contact your Manager.

Leave may be granted for bereavement of a close relative or family member or where a close relative or family member is seriously ill at the discretion of a Director of the Company (with or without pay).

### **2.12.5 Jury Service**

If you are asked by the Crown Court to serve on a jury or as a witness, you must inform your Manager before replying to the summoning office. Requests for jury service or witness duty leave must be made by completing an on-line Absence Request Form via the HR system. You should also pass to your Manager all court correspondence, which will be completed as appropriate and returned to you to take to the court on your first day.

The Company will, in accordance with the law, release you for jury service when required to do so however you have no right to be paid during jury service. You will be able to claim for loss of earnings directly from the court. Any payment made during jury service shall be at the discretion of a Director and shall be considered a loan which you will have to repay from any compensation you recover by way of Financial Loss Allowance from the court.

If any days on which you attend court you are told your services are not required, you must return to work and report to your Manager.

### **2.12.6 Public Duties**

If you are a Justice of the Peace, a member of the TA or a member of certain public bodies you are entitled to reasonable time off without pay, subject to the requirements of the business. Your Manager must approve this time off.

The right to time off for public duties covers roles such as Councillor, members of probation boards; members of court boards; and youth offender panel members. Roles in the housing sector, such as board members of registered social landlords and tenant management organisations are also covered by time off entitlements.

On joining the Company you must declare your involvement in any public bodies. If you wish to undertake any public duties subsequently you must inform your Manager at that time.

### **2.12.7 Reserved Armed Forces**

If you are a member of the reserved armed forces, you may use your entitlement to paid annual leave to carry out your duties, provided that you comply with the provisions relating to annual leave as set out within this handbook. Any further time off is at the absolute discretion of the Company and will be unpaid leave.

### **2.12.8 Sickness**

#### **2.12.8.1 Reporting absence**

If you are unable to attend work due to sickness or for any other reason, you must do the following:

- Telephone your Manager before 9.30am
- Give an indication of the reason for the absence, it's likely duration and a proposed return date
- Provide a self certificate for sick absence up to 7 days and a Doctors certificate for sick absence of more than 7 days
- Advise your Manager if there are any customers or colleagues who should be informed of your absence for work purposes
- Always phone in person rather than getting a friend or family member to phone on your behalf

- Keep in contact with your Manager every day that you are absent unless you are signed off by your GP or aware that you will be off for a specific period of time, in either case your Manager should agree with you when you will next phone

### **2.12.8.2 Payment**

Assuming that you have complied with the Company's notification and certification rules outlined above you are likely to qualify for

#### Statutory Sick Pay (SSP)

SSP is a statutory right and is paid at the standard rate set by the Government on an annual basis. SSP is payable to employees earning over the lower earnings limit set by the government and is subject to the deduction of income tax and class 1 National Insurance contributions and any other lawful deductions. If you receive Company sick pay, you cannot receive SSP as well.

SSP is paid through the normal payroll for a maximum of 28 weeks in respect of any one period of incapacity for work or linked periods. SSP is paid from the fourth day of continuous sickness onwards, including weekends and bank holidays, as the first three days are regarded as 'qualifying days'. Periods of incapacity for work (PIW) separated by less than eight weeks count as one single period of incapacity. Spells of sickness lasting less than four days do not count and cannot be linked with other spells.

You will not be eligible for SSP if you fall into any of the following categories on the first day of a PIW:-

- Your average weekly earnings over the last eight weeks are less than the lower earnings limit set by the government.
- Your PIW links with a claim for certain Social Security benefits.
- You have just started work and have done no work for the Company when you fall sick.
- You fall sick when away from work due to a trade dispute.
- You are pregnant and fall sick within the disqualifying period.
- You have already received 28 weeks SSP in a single PIW or linked PIW.
- You are in prison or being held by the police or other lawful authority.

#### Social Security Benefit (SSB)

When, after 28 weeks of continuous sickness absence, your entitlement to SSP has ended, you may be entitled to SSB. It is your responsibility to claim these benefits.

### **2.12.8.3 Termination of Employment**

The Company reserves the right to terminate employment for incapacity due to ill health before you have received your full sick pay entitlement.

For further information relating to absence, including unauthorised absence and absence management procedures, please refer to the absence policy contained in section 7 of this handbook.

### **2.12.9 Maternity/Paternity/Adoption**

As the provisions for Maternity, Paternity and Adoption are complex, you should clarify the relevant procedure with your Manager/HR Department. For further information on entitlements regarding the above, please refer to the policies in section 7 of this handbook.

### **2.12.10 Parental Leave**

If you have a child under the age of five years (or under the age of 18 if your child is disabled) or adopted within the last five years, you are entitled to take parental leave. For further information, please refer to the parental leave policy contained in section 7 of this handbook.

### **2.12.11 Flexible Working**

The Company aims to comply with your right to request flexible working as set out in legislation. For further information, please refer to the flexible working policy contained in section 7 of this handbook.

### **2.12.12 Time Off for Dependants**

Reasonable unpaid time off will be granted for unexpected domestic emergencies, e.g. time off to make arrangements for the provision of care for a dependant who is ill or injured. For further information, please refer to the time off for dependants policy contained in section 7 of this handbook.

### **2.13 Change of Personal Circumstances**

It is your responsibility to advise the Company in writing of any changes in personal circumstances such as change of address, name, next of kin, contact phone number, bank details, etc. An on-line form is available to change your personal details.

Release of this information to third parties (e.g. mortgage companies) will be given only with your written permission.

### **2.14 Loss or Damage to Personal Property**

You are responsible for your personal property and the Company does not accept liability for any loss or damage to it on Company premises, other than as provided by the statutory requirements. You are advised not to bring valuables or large sums of money to work.

### **2.15 Leaving the Company**

#### **2.15.1 Notice Entitlement**

Details of the notice period given by you or the Company in the event of termination of employment are contained within your Contract of Employment. Should you wish to resign, your letter of resignation should be addressed to your Manager.

#### **2.15.2 Exit Interviews**

Should you resign from the Company, you may be invited to take part in an exit interview. The objective of this discussion is to establish the reason for your resignation and identify improvements, if any, that can be made by the Company to improve working conditions for employees.

#### **2.15.3 Retirement**

Your Contract of Employment will automatically end on the day before your 65<sup>th</sup> birthday. However the Company may, at its complete discretion, agree to offer work beyond retirement age subject to the recommendation of your Manager.

The Company will write to you at least six months before your retirement age to notify you of the intended date of your retirement. At this time, you will have a right to request to work beyond retirement age. This request should be put in writing at least three months prior to your retirement date, addressed to your Manager, for the Company to consider. It will be at the Company's complete discretion to agree or refuse your request. If your request is refused, you will have a right to appeal against the decision. The Company's decision at appeal stage will be final.

#### **2.15.4 Annual Leave Entitlement on Termination**

When you leave the Company you will be paid pro rata for any leave accrued but not taken. The Company may deduct, from any money due to you, a pro rata sum for any holiday taken by you in excess of your accrued entitlement.

#### **2.15.5 Documentation & Company Equipment**

Any documentation or equipment obtained during your employment is, and remains, the property of the Company. On your termination date, or earlier, if requested by the Company, you should return this property to the Company. You agree to warrant at that time that, to the best of your knowledge, you have returned all such information and equipment.

## **SECTION 3. YOUR WORK PLACE**

### **3.1 Dress Code**

All employees are required to be neat and tidy in appearance. Whenever there is any possibility that you will have direct contact with customers, suppliers, or third parties you must be dressed appropriately. If you are unclear as to what the Company regards as an appropriate standard of dress, you should seek guidance from your Manager.

The first time an employee's appearance is, in the Company's view, unacceptable, the employee will be required to return home to change. No pay will be given for the duration of this absence from work. If there is any further breach of acceptable standards, you may be required to return to home as above, but may also be disciplined in accordance with the disciplinary procedure.

### **3.2 Company Equipment**

It is your responsibility to care for Company equipment, e.g. computers, tools, phones, cars issued to you in the course of Company business. This equipment should be used solely for business purposes.

### **3.3 Computers**

The following list provides examples of activities which must not be engaged in. This list is not exhaustive:

- Downloading, using or distributing unlicensed or copyrighted materials from any source without proper authorisation from and/or payments of applicable user fees to the owner of the intellectual property rights of the material. You should note that you will be held personally liable for any such software you install or data you obtain. You will be personally liable for any license fees payable and any penalties incurred, which sums you agree may be deducted from any moneys due to you from the Company
- Uploading or copying software or data from a Company computer which does not preserve the rights of the software vendor or owner of the data
- Downloading, using or distributing software or executable programs from any source without verifying its operational integrity e.g. scanning for computer viruses
- Connecting external companies to the Company network thereby enabling them to access it.

With regards to e-mail and Internet use, please refer to the E-mail and Internet Access policy in section 7 of this handbook.

### **3.4 Security**

It is the individual's responsibility to ensure all Company premises, vehicles, lock ups etc are left in a secure position.

### **3.5 Drugs & Alcohol (inc. prescribed drugs)**

It is important in terms of your relationships with colleagues, customers and suppliers, and essential in terms of danger to all parties that you are in full command of your faculties. Accordingly, the Company operates a strict drugs and alcohol policy.

Illegal drugs and alcohol are not permitted on Company premises. Any employee found in breach of this rule will be dealt with in accordance with the disciplinary procedure.

It is your responsibility to seek advice from your Doctor when being prescribed medicine as to whether the drugs are likely to affect your work. If you are taking prescription drugs, which may affect you at work, you should inform your Manager.

The Company will not allow employees to work when it believes they are under the influence of alcohol or drugs. Any employee suspected of being incapacitated at work due to alcohol or drugs, regardless of whether consumed on or off the premises, will be dealt with in accordance with the disciplinary procedure.

You should inform the Company if you believe you have a dependency on drugs or alcohol. The Company may provide appropriate support under such circumstances. If the Company is unaware of the dependency it will be unable to consider it in any disciplinary action that may be taken.



### **3.6 Smoking**

In order to minimise the risks to health and maintain a comfortable and safe working environment, and in order to comply with the provisions of the Health Act 2006, all Safehands Recruitment buildings and grounds, with the exception of specified outside areas, have been designated as NON SMOKING. Employees found to be in violation of this ruling will be dealt with in accordance with the disciplinary procedure. Smoking in prohibited areas is considered gross misconduct.

For further Information please refer to the detailed smoke free policy in section 7.

### **3.7 Gifts & Commissions**

Any gift or commission given to you by a customer or supplier of the Company must be reported to your Manager. Failure to inform your Manager will be dealt with in accordance with the disciplinary procedure. In addition, this may be considered a taxable benefit.

### **3.8 Collections & Gambling**

Gambling is not permitted, except for raffles, private trading, lotteries and sweepstakes which have been given specific permission by a Manager. You are strongly advised not to borrow from, or lend money to, your colleagues. The Company does not accept any liability for private loans.

Collections must be authorised by your Manager. The Company does not accept liability for the administration, loss or theft of such collections.

### **3.9 Lost Property**

If you find any articles or money, which are obviously lost or mislaid, please pass them to your Manager stating where and when found. If you lose any articles or money, you should advise your Manager, again stating where and when lost.

## **SECTION 4. COMMUNICATION**

### **4.1 Keeping you Informed**

The Company uses many communication methods including Company wide presentations, briefings, e-mail, notice boards and meetings to ensure that you are kept abreast of all information relevant to you at work. It is your responsibility to take advantage of these communications to keep up to date with Company information. If you have any queries, please refer them to your Manager in the first instance.

The Company will from time to time monitor communications, whether paper, electronic, telephonic or any other media emanating from the Company's equipment or offices.

### **4.2 Changes to Company Policies & Procedures**

Company policies and procedures may be changed and new ones issued from time to time. Employees are therefore required to acquaint themselves with all Company notices as displayed or circulated, in order to ensure that they comply with the requirements of the Company and changing legislation.

### **4.3 Telephone Calls**

Employees are discouraged from receiving and making personal telephone calls during working hours. However, where they are necessary, calls must be kept short to ensure they do not interfere with your duties.

### **4.4 Mobile Phones**

#### **4.4.1 Company Mobile Phones**

If you are issued with a Company mobile phone, this must be used for business purposes only. At the absolute discretion of the Company, you may use your Company mobile phone for reasonable personal use. The Company reserves the right to determine 'reasonable personal use'.

You should not use the mobile phone whilst driving or in situations where your safety or that of others may be placed at risk.

#### **4.4.2 Personal Mobile Phones**

Personal mobile phones should be turned off at all times except during official breaks when they may be used in rest areas only.

### **4.5 Talking to the Media**

If you are approached by a journalist or other media representative concerning matters involving the Company, you should make no statement and refer the enquiry to your Manager.

## **SECTION 5. ON THE ROAD**

### **5.1 Company Vehicles**

Employees who drive Company vehicles will be required to hold a full driving licence without disqualification. Regular drivers will be provided with a form to complete for insurance purposes.

### **5.2 Private Vehicles**

If you use your own private car for business purposes, you must ensure that it is insured for business use. The Corporate Manslaughter & Homicide Act 2007 allows employers to conduct routine checks on private & company vehicles and vehicle documentation (such as MOT, insurance certificates, and driving licences) in order to ensure compliance with this law.

Reimbursement for its use will be made at the current private mileage rate set by the Company. This reimbursement will be paid on submission of a monthly mileage claim form approved by your Manager.

Under no circumstances are you able to use your own vehicle to drive temporary workers to their workplace.

### **5.3 Losing your Driving Licence**

Where you are expected to drive a vehicle as part of your job and you are disqualified from driving, the Company reserves the right to terminate your employment. You should inform the Company of any driving offence, endorsement or points.

### **5.4 Parking**

Vehicles are parked at your own risk and the Company accepts no liability in respect of damage to, loss from, or loss of the vehicle.

## **SECTION 6. SAFEGUARDING INFORMATION**

### **6.1 Data Protection**

In the course of your work you may come into contact with or use confidential information about employees, clients, customers and suppliers, for example names and home addresses. The Data Protection Act 1998 contains principles affecting employees' and other personal records. Information protected by the Act includes not only personal data held on computer but also certain manual records containing personal data, for example employee personnel files that form part of a structured filing system.

The Company is under an obligation to protect the confidentiality of information held. Further information about the Company's policy can be found in section 7 of the handbook.

### **6.2 Confidentiality**

The Company has a duty to ensure that all its affairs and information held on behalf of and relating to its clients is kept confidential. You agree that you will not disclose any client data or Company information that you may receive, unless it is a necessary part of your job to do so and is done in the proper performance of your duties for the Company. Failure to comply with the confidentiality rules will be dealt with in accordance with the disciplinary procedure.

### **6.3 Conflict of Interest**

It is a requirement of your employment that you will not engage in activity, which impairs, or might reasonably be thought by the Company to impair, your ability to act in its best interests. This includes, but is not limited to, working in any way for any person or organisation, which the Company may reasonably believe to be in competition with it. If you are in any doubt as to what you may or may not do, you should refer to your Manager. You are required to inform your Manager if you have additional employment.

You may carry out private work in your own time provided that:

- it does not adversely affect your work for the Company;
- it could not lead to suspicion or favour or influence in relation to any contracts from the Company;
- it is not contrary to the interests of the Company, in particular any work that indirectly or directly competes with the Company;
- you do not use your position in the Company to make any private gain;
- no fee should be accepted in return for any favour to any Company or individual;
- any fees for work/lectures/interviews undertaken in normal working hours should be paid into the Company funds, unless agreed otherwise by a Director.

## **SECTION 7. COMPANY POLICIES & PROCEDURES**

The following policies and procedures are provided for guidance. Should you require further information or have any queries please do not hesitate to contact your Manager in the first instance.

### **7.1 Recruitment & Selection Policy**

The Company adheres to a policy of equal opportunities and therefore recruits and selects the best person for each vacancy by considering only factors relevant to the job.

The Company aims to recruit high calibre employees and maintain a low staff turnover. The recruitment and selection process is designed to match as closely as possible an individual's skills, knowledge and experience against resource requirements, as well as taking into account an individual's character, your ability to work as part of the Company team and your flexibility to respond to changing conditions.

The Immigration (Restrictions on Employment) Order 2007 and The Immigration (Employment of Adults Subject to Immigration Control) Order 2008 require specified documents to be checked for employees with time-limited leave to be in the UK. As such, employees may be required to provide documentation in order to comply with the law. Please refer to your administration Manager for further information if required.

### **7.2 Disciplinary Policy**

This procedure is not contractual or legally binding and may be amended or shortened. Specifically the Company reserves the right to shorten the process for employees who have passed their probationary period, but who have less than 12 months service.

This policy will not apply in any way to employees who are within their probationary period. Please see your Contract of Employment for further details.

#### **7.2.1 Purpose**

Disciplinary rules and procedures are designed to ensure consistent treatment of employees whose job performance and/or conduct is below an acceptable level, ensuring they are informed of the Company's concerns and given the opportunity to put forward any mitigation.

The Company regards disciplinary procedures primarily as a means of helping and encouraging improvement amongst these individuals, rather than a means of imposing sanctions.

In general, we believe that our employees are motivated by a sense of responsibility and commitment to meet the required standards of behaviour and performance. We hope that any work-related issues can be resolved speedily and informally, with no need for the Company to resort to the disciplinary procedure. However, where an employee falls short of the Company standards of behaviour or performance, the Company will take appropriate action including, if necessary, invoking the disciplinary procedure.

This policy is a statement of our current and ongoing commitment to operate a fair, consistent and non-discriminatory procedure in relation to all of our employees. It complies with the statutory minimum requirements for dismissal and disciplinary policies and takes into account the recommendations of ACAS. To ensure that this procedure complies with the law and remains effective and relevant the Company reserves the right to amend it as necessary from time to time.

#### **7.2.2 Rules**

The following list of rules is a guide to the type of offences which would constitute misconduct or unsatisfactory performance that could result in disciplinary action. The list is not intended to be either exclusive or exhaustive. The rules listed are divided into the following:

- Those that could result in disciplinary action being taken and may ultimately lead to dismissal; and
- Those which constitute gross misconduct, which carries a penalty of dismissal without notice or pay in lieu of notice.

### **7.2.2.1 Unacceptable behaviour or performance**

Unsatisfactory or negligent conduct / work performance, e.g.:

- Below standard work performance
- Insubordination
- Unreasonable refusal to follow instructions / carry out tasks in connection with your employment
- Negligent behaviour causing damage to, or loss of, Company property or reputation

Poor Standards of behaviour, e.g.:

- Poor time keeping
- Unacceptable or unauthorised absence
- Poor attendance (see Company Absence Policy)
- Failure to meet the Company's standards in relation to personal appearance
- Poor relationships with other members of staff

### **7.2.2.2 Gross misconduct**

Acts which constitute gross misconduct are those resulting in a serious breach of contractual terms, such acts include but are not limited to:

- Physical violence, fighting, assault on another person or against another employee on Company premises or away from the workplace, anti social activities such as brawling, indecency, serious verbal abuse
- Deliberate and serious damage to, or misuse of, Company property or reputation or property belonging to a fellow worker, customer, client or supplier
- Serious acts of discrimination, harassment and/or bullying of a fellow worker or customer (internal and external) on the grounds of gender, sexual orientation, marital status, race, colour, nationality, ethnic origins, disability, religion of belief, age
- Personal misconduct that causes or might cause offence to any worker, customer, client or supplier
- Being under the influence of alcohol or illegal drugs at work
- Possession, custody or control of illegal drugs on Company premises
- Theft, fraud or deliberate falsification of Company documents
- Misappropriation, attempted misappropriation or unauthorised possession of Company money or property or the money or property of another worker, customer, client or supplier
- Serious negligence which causes or might cause unacceptable loss or damage or injury
- Serious acts of insubordination
- Contravention of the licensing, customs and excise, food hygiene, or illegal substances legislation
- Serious breach of Health & Safety Regulations (including smoking in a non-smoking area)
- Breach of civil or criminal law. In the case of criminal offences, where such offences (whether committed during or outside work hours) adversely affects the Company's reputation, suitability for the type of work the employee is employed/retained by the Company to perform or the employee's acceptability to other workers, customers or clients
- Actions that severely jeopardise the Company's relationship with its customers / suppliers / business partners, or bring the Company's name into disrepute
- Serious breach of confidence (subject to the Public Disclosure Act 1998) including deliberately divulging to the media or a competitor confidential and/or business sensitive information
- Deliberately making false statements, or dishonest conduct in relation to the Company, other workers, customers, clients or suppliers
- Serious abuse of email and internet policy

- Serious infringement of any Company rules, policies and procedures, as set out in the Contract of Employment, Employee Handbook or in Company policy documents

### **7.2.3 Process**

If your performance or conduct is in question the process to be undertaken is as follows:

Investigation; followed by either:

No action                  Informal procedure                  Formal procedure:

Where the formal procedure is followed you have the right to appeal if you are unhappy with the decision. The procedure to be followed in each case will depend on the outcome of the investigation.

### **7.2.4 Investigation**

In accordance with the ACAS Code of Practice when necessary an investigation will be undertaken to ascertain the relevant facts. Section 7.2.14 details who can undertake an investigation. Wherever possible the Investigating Officer will be independent from the persons involved in any subsequent hearing or appeal.

#### **7.2.4.1 Suspension pending the outcome of the investigation**

If the issue in question appears sufficiently serious, you may be immediately suspended from work whilst an investigation is carried out. You will continue to receive full pay and contractual benefits until the investigation is completed and a decision taken.

The Company will ensure that any suspension is only for as long as necessary to carry out a proper investigation and is not unnecessarily lengthened. Suspension pending the outcome of the investigation is a neutral precautionary act, which does not imply guilt or prejudgment, nor is it regarded as disciplinary action. If, after investigation, it transpires that the allegations made against you are unfounded, no further action will be taken by the Company and you will resume work as normal.

If, however, after investigation it is suspected that an act of misconduct has been committed or your performance is found to be unsatisfactory, a formal disciplinary meeting will be arranged as outlined in the "Formal Procedure" paragraph. Please note that acts of gross misconduct may result in your summary dismissal.

### **7.2.5 Informal Procedure**

In general, first offences of minor misconduct or unsatisfactory performance will usually best be dealt with informally by your Manager. The issue(s) will be discussed on an informal basis with the objective of supporting and encouraging you and helping you to improve or in some cases agreeing a change in working practices. A note of any such discussion may be kept on your personnel file.

### **7.2.6 Formal Procedure**

If informal action does not bring about an improvement in performance, or conduct or the misconduct or unsatisfactory performance is considered to be too serious to be dealt with informally, formal action will be taken. Under these circumstances, the Company will follow the procedure as follows:

#### **7.2.6.1 Step one – The Invite**

The Company will write to you informing you of the allegations against you, the basis of the allegations, what you are alleged to have done which is not acceptable and the possible consequences. The letter will invite you to a meeting at which the issue can be discussed, explaining the proposed date time and venue for the hearing. It will also inform you of your right to be accompanied at the meeting by a work colleague or trade union representative. Where possible, you will be given copies of any documents that will be produced at the meeting. If the Company is considers dismissal is a potential outcome this will also be stated.

You should ask your Manager (or whoever is dealing with the disciplinary matter) to read them to you if you find it difficult to understand any of the written allegations or the reasons given by the Company for contemplating disciplinary action. Alternatively you could seek help from a work colleague, trade union or other employee representative (if any) but you should ensure that the matter remains confidential.

### **7.2.6.2 Step two – The Meeting and The Sanction Applied**

A meeting will be held to discuss the allegations, at which you have the right to be accompanied. The length of time between the written notification and the meeting will usually be at least 48 hours and every effort will be made to accommodate reasonable requests regarding time and location of the meeting. Wherever possible the meeting will be held in a private location free from interruptions.

You are legally required to take all reasonable steps to attend the meeting but if you cannot attend you must inform your Manager in advance whenever possible. If you cannot attend due to circumstances beyond your control and unforeseeable at the time the meeting was arranged the meeting will be rearranged. If you fail to attend the rearranged meeting without good reason, a decision may be taken in your absence. If your companion cannot attend on a proposed date, another date can be suggested so long as it is reasonable and not more than five working days after the date originally proposed. This five day limit can be extended by mutual agreement. If you persistently fail or refuse to attend a disciplinary hearing the Company has the right to make a decision on the evidence available.

At the meeting the complaint against you will be explained and the evidence will be examined. You will be given the opportunity to set out your case and answer the allegations that have been made. You will also be allowed to ask questions, present evidence, call witnesses and raise points about any information provided by witnesses. If it appears necessary or desirable to do so (including to gather further information), the meeting may be adjourned and reconvened at another time.

As soon as possible after the conclusion of the disciplinary meeting, you will be notified, in writing, of the decision taken by the Company. This could either be to take no further action or to apply an appropriate sanction. The types of sanctions which could be taken are outlined below.

### **7.2.6.3 Step three – The Appeal**

You will be informed of your right to appeal against the decision made. Should you choose to do so, an appeal meeting will be held at which you have the right to be accompanied. (Please refer to the 'Appeal Procedure' section for details of the appeal procedure).

## **7.2.7 Types of Disciplinary Sanction**

In deciding the appropriate level of disciplinary sanction to be applied a number of factors will be taken into consideration. Such factors include (but are not limited to) the following:

- The impact of the alleged misconduct / unsatisfactory performance on the business and/or other employees;
- Any live sanctions for previous instances of misconduct / unsatisfactory performance;
- Your defence and any explanation given by you;
- Any mitigating circumstances; and
- Whether the disciplinary action is reasonable under the circumstances.

## **7.2.8 First Written Warning**

This will be issued to you explaining your offence, stating the expected standard or improvement required and describing the consequences if there is no improvement. You will also be advised that you have the right of appeal. This warning will be disregarded for disciplinary purposes after 12 months from the date of its issue, subject to satisfactory conduct, attendance or performance.

## **7.2.9 Final Written Warning**

This will be issued to you explaining your offence, stating the expected standard or improvement required and describing the consequences if there is no improvement. You will also be advised that you have the right of appeal. This warning may be applied to you for repeated or very serious disciplinary offences. This warning will be disregarded for disciplinary purposes after 12 months from the date of its issue (in exceptional circumstances the period may be longer), subject to satisfactory conduct, attendance or performance.

## **7.2.10 Dismissal**

If your conduct, behaviour, attendance or performance is still unsatisfactory, you still fail to reach the prescribed standards or the Company reasonably believes that you have committed gross misconduct, dismissal will result.



This will be communicated to you in writing, providing written reasons for dismissal, the date on which your contract with the Company will terminate (or has terminated) and the appropriate period of notice or pay in lieu of notice (if any). You will also be provided with information about your right to appeal, including how to make the appeal and to whom.

The Company reserves the right to apply any of the above disciplinary actions, not necessarily in the order in which they appear here, dependent upon the perceived severity of the offence. For example, if the offence is sufficiently serious, a Final Written Warning or Dismissal may be issued even in the case of a first offence.

#### **7.2.11 Other forms of disciplinary sanction**

The Company may decide to impose other sanctions, in conjunction with, or as an alternative to the various disciplinary actions outlined above (i.e. warnings and dismissal). These sanctions could include demotion, disciplinary transfer and exclusion from Company pay review and bonus schemes for such a period as the Company thinks fit in the circumstances.

#### **7.2.12 Appeal Procedure**

You have the right of appeal against any formal disciplinary action taken against you. If you wish to appeal you must do so in writing within five working days of receiving the written disciplinary decision, specifying the grounds on which you are appealing. You will then be invited to attend an appeal meeting, which will be held within ten working days of receipt of the written appeal, unless circumstances lead the parties to agree that an extension of time is necessary. You must take all reasonable steps to attend the hearing. You have the right to be accompanied to the appeal meeting by a fellow employee or trade union representative. The appeal will be heard by a Manager who has had little or if possible no involvement in the early stages of the process and/or the disciplinary action taken. As far as is reasonably practicable, the Manager appointed to hear the appeal will also be more senior than the one who has been involved in the disciplinary procedure up to that point. However, whatever the seniority of the Manager appointed to hear the appeal, the Company will ensure that they have the right level of knowledge and experience to handle the process in a professional manner. On completion of the appeal meeting you will be notified, at the earliest opportunity, in writing of the Company's decision as to whether or not to uphold the disciplinary sanction. This decision is final.

#### **7.2.13 Right of Accompaniment**

At any form of disciplinary meeting or appeal you have the right to be accompanied by a work colleague or a trade union representative. We do not consider that legal representation is either appropriate or necessary, in what essentially is an internal matter. It is your responsibility to arrange to be accompanied. However there is no duty on a work colleague or trade union representative to accept a request to accompany you and no pressure should be put on an individual if they do not wish to do so. The chosen representative may participate in the hearing, ask questions, confer with you and sum up your case but they may not answer questions on your behalf or continue to address the hearing if you instruct them not to.

#### **7.2.14 Disciplinary Authority**

The following people, or their nominated deputies, are authorised to take disciplinary action.

#### **PERSON AUTHORISED TO TAKE DISCIPLINARY ACTION IN THE CASE OF:**

<b><u>DISCIPLINARY ACTION</u></b>	<b><u>MANAGEMENT</u></b>	<b><u>OTHER EMPLOYEES</u></b>
INVESTIGATION	Director	Director
FIRST WRITTEN WARNING	Director	Director
FINAL WRITTEN WARNING	Director	Director
DISMISSAL	Director	Director
APPEAL	Director	Director

### **7.2.15 Grievances**

If a grievance is raised during the course of a disciplinary matter about the behaviour of the Manager dealing with the case, it may be appropriate to suspend the disciplinary procedure (depending on the circumstances) until the grievance can be considered. Where the grievance and disciplinary cases are related the Company may deal with the issues concurrently. Consideration will be given, where possible and/or appropriate, to bringing in another Manager to deal with the disciplinary case.

## **7.3 Capability Policy**

Where there is a concern about the capability of an employee, who has successfully completed his or her probationary period, to perform the duties required, the aim is to improve competence to a minimum level wherever possible, rather than to penalise.

### **7.3.1 Purpose**

The Company recognises that poor job performance due to incapability cannot always be treated as a disciplinary offence. There can be reasons for poor job performance other than misconduct. In the interests of dealing with such problems the Company has the procedures set out below which are not part of the disciplinary procedure which applies to misconduct. These procedures will usually be adopted in the interests of fairness but they are not contractually binding and the Company reserves the right to dismiss you without following these procedures.

It is a normal managerial function to monitor and evaluate an individual's performance of their job. The role of a Manager necessarily includes taking appropriate action to ensure that employees are performing the duties which they are employed to do to the best of their abilities. Every effort will therefore be made to ensure that you have help and support when you need it. You are therefore encouraged to talk to your Manager and/or a Director and ask for help when you need it. Similarly Managers and/or Directors are trained to try and detect problems and take action when necessary. This may take the form of informal discussion or it may lead to use of the procedures set out below.

### **7.3.2 Application**

These procedures will only apply to employees who have completed 12 months service. Employees with less than 12 months service will be subject to the shortened disciplinary procedure mentioned above.

### **7.3.3 General Procedure**

The first stage in dealing with poor job performance is to determine whether the matter is a disciplinary matter or a capability/performance matter. The cause of poor performance will be investigated and established by a Manager and/or the appropriate Director. You will be asked for your explanation and that explanation will be checked. Where the reason is lack of required skills you, where practicable, will be assisted with training and given a reasonable time to reach the required standard of performance.

Incapability/poor performance will arise where you have been set realistic targets and objectives and cannot achieve them through no fault of your own, e.g. due to medical conditions. If targets and objectives are highlighted but you fail to take action of which you are capable, it may be treated as misconduct under the disciplinary procedure.

## **7.4 Grievance Procedure**

### **7.4.1 Purpose**

This procedure is not contractual or legally binding.

A grievance can be defined as a complaint by an employee about an action which their employer has taken or is contemplating taking in relation to them.

The grievance procedure is designed to ensure that you are fully aware of the steps available to you as an individual seeking redress for any grievance related to your employment. The procedure also ensures that your grievances can be properly considered and are dealt with fairly, consistently and promptly.

This procedure is a statement of the Company's current policy and ongoing commitment to operate a fair, consistent and non-discriminatory procedure in relation to all employees. To ensure that this procedure complies with the law and remains effective and relevant the Company reserves the right to amend it as necessary from time to time.

## **7.4.2 Grievance Types**

This policy is designed to enable you to raise issues with management about your individual rights concerning your employment. Issues that may cause grievances include, but are not limited to:

- Terms and conditions of employment
- Health and safety
- Work relations
- New working practices
- Working environment
- Organisational change
- Bullying and harassment
- Equal opportunities

## **7.4.3 Informal Procedure**

It is in everyone's best interests to ensure that employees' grievances are dealt with quickly and fairly. Many issues can be addressed effectively during an informal discussion between you and your Manager or another member of the management team. You are advised to raise any issues informally first, as soon as they arise, so that a timely resolution can be achieved.

## **7.4.4 Formal Procedure**

If a grievance cannot be settled informally you can raise a formal grievance which will be dealt with by an appropriate member of the HR/Management team. Under these circumstances, the standard statutory 'three step' procedure should be used as follows:

### **7.4.4.1 Step one – Putting your Grievance in Writing**

You must put your grievance in writing and refer it to your Manager and/or HR representative. The written statement of grievance should include the following:

- The date of the letter;
- Your full name and department;
- A summary of your grievance;
- Details of the circumstances / incident and people involved;
- Any witnesses or supporting evidence;
- Any steps taken to resolve the matter informally; and
- What resolution you would like.

If you submit a complaint letter or a letter of resignation detailing problems, concerns or complaints regarding your employment, even if you do not specify that you are raising a grievance, these documents should be construed as written statements of grievance for the purpose of the Company grievance procedure. Where a document of this nature is received it should be followed by step two of the 'three step' procedure.

### **7.4.4.2 Step two – The Grievance Hearing**

Upon receipt of your written statement of grievance, you will be invited to a meeting to discuss the matter with an appropriate Manager and/or HR representative. You will be informed of your right to be accompanied to the meeting by a work colleague or trade union representative. The meeting will be held where possible within 10 working days of the Company receiving the grievance in writing at a date and time agreed with you and will take place in a private location free from interruptions.

You are legally required to take all reasonable steps to attend the meeting but if you cannot attend you must inform your Manager in advance whenever possible. If your companion cannot attend on a proposed date, another date can be suggested so long as it is reasonable and not more than five working days after the date originally proposed. This five day limit can be extended by mutual agreement.

At the meeting you will be given the opportunity to explain your complaint and say how you think it should be settled. You may bring witnesses or documentary evidence where appropriate to support your argument.

Following the meeting careful consideration will be given to your grievance and a decision will be made as to the appropriate action to take in order to resolve the matter. You will be notified of the decision in writing as soon as possible after the meeting and where possible within 10 working days. If it is not possible to comply with this timescale, you will be informed of the delay, the reason for it and when you can expect to receive the decision.

#### **7.4.4.3 Step three – The Appeal**

You will be informed of your right to appeal the decision if you feel that your grievance has not been satisfactorily resolved. Should you choose to do so, an appeal meeting will be held at which you have the right to be accompanied by a work colleague or trade union representative. (Please refer to the 'Appeal Procedure' section for details of the appeal procedure).

#### **7.4.5 Appeal Procedure**

If you are dissatisfied with the outcome, you have the right to appeal and must do so within five working days of receiving the written Company decision. You must appeal in writing, specifying the grounds on which you are appealing. You will then be invited to attend an appeal meeting, which will be held where possible within 10 working days of receipt of the written appeal, unless circumstances lead the parties to agree that an extension of time is necessary. You have the right to be accompanied to the appeal meeting by a fellow employee or trade union representative.

The appeal will be heard by a Manager who has had little or if possible no involvement in the early stages of the process and/or the decision taken. As far as is reasonably practicable, the Manager appointed to hear the appeal will also be more senior than the one who has been involved in the procedure up to that point. However, whatever the seniority of the Manager appointed to hear the appeal, the Company will ensure that they have the right level of knowledge and experience to handle the process in a professional manner.

On completion of the appeal meeting you will be notified in writing of a Company decision as to whether or not to uphold the original decision. This decision is final.

#### **7.4.6 Right of Accompaniment**

At any form of grievance meeting or appeal you have the right to be accompanied by a work colleague or a trade union representative.

It is your responsibility to arrange to be accompanied. However there is no duty on your chosen representative to accept a request to accompany you, and no pressure should be put on an individual if they do not wish to do so.

The chosen representative may participate in the hearing, ask questions and confer with you but they may not answer questions on your behalf.

### **7.5 Harassment Policy**

#### **7.5.1 Purpose**

Harassment pollutes the working environment and can have a devastating effect on the health, confidence, morale and performance of those affected by it. It may also have a damaging effect on other employees not themselves the object of unwanted behaviour, but who are witness to it or who have knowledge of the behaviour. All employees are entitled to a working environment which respects their personal dignity and which is free from objectionable conduct. Harassment is a disciplinary offence and may be considered as gross misconduct. Incidents of harassment will be dealt with under the disciplinary procedure.

#### **7.5.2 Definition**

The following list provides examples of harassment, but is not exhaustive:

- Unwanted conduct whether verbal or not, which is of a sexual or racial nature, or other conduct based on someone's race and/or gender which affects the dignity of men or women at work.
- Bullying of colleagues, especially junior colleagues by intimidating behaviour.
- Unfavourable conduct at work, whether verbal or non-verbal, towards someone based on his/her disability which could affect his/her dignity at work.

- Sexual or racial banter, the display of material with sexual or racial overtones (even if not directed at the complainant), sarcastic personal remarks about colleagues, and unreasonable work demands.
- A single incident can amount to harassment if sufficiently grave.
- Conduct becomes harassment if it persists and it has been made clear that it is regarded as offensive by the recipient.

### **7.5.3 Prevention of Harassment**

#### **7.5.3.1 Informal stage**

It is entirely in order for a recipient of unwanted conduct amounting to harassment to try to resolve the problem if they prefer, by explaining to the individual concerned that the behaviour is not welcome, that it offends or makes the recipient uncomfortable and that it interferes with their work.

If you have been subjected to harassing or bullying behaviour, you may seek confidential assistance from your Manager, or where appropriate another senior Manager. This person will advise and assist you in devising means of preventing a re-occurrence of the unwanted behaviour. An informal approach to this person will be treated as confidential. Confidentiality will only be broken in cases where the Manager believes that you might harm yourself or someone else, a court compels them to or you give them permission to break the confidentiality.

If you prefer, where you find it too difficult or embarrassing to take up the matter yourself, the Manager will participate in an informal meeting between you and the individual concerned or will, at your request, approach the individual on your behalf.

The informal stage will not result in any formal internal investigation or disciplinary action but is intended to enable you to resolve the matter yourself without it going any further.

#### **7.5.3.2 Formal stage**

Where informal resolution is not appropriate or where the informal outcome has been unsatisfactory, then you may bring a formal complaint to your Manager. All complaints will be thoroughly investigated. Investigations will be conducted in an independent and objective manner by someone unconnected with the allegations. Wherever possible, investigations will be completed within 10 working days of the complaint being made.

Investigations will be carried out with sensitivity and with due respect for the rights of both the complainant and the alleged harasser. All those interviewed will be permitted to be accompanied. The importance of confidentiality will be stressed to all those interviewed and everyone will be strictly required not to discuss the complaint with colleagues or friends. Breach of confidentiality may give rise to disciplinary action.

The investigation will focus on the facts of the complaint. Notes will be kept of all stages of the investigation and those interviewed will receive notes of the interview for them to agree. Parties will not be required to repeat distressing or embarrassing details any more than is necessary. We will endeavour to ensure that investigation into sexual harassment is conducted by a worker of the same sex as the complainant.

Wherever possible, consideration will be given to ensuring that the complainant and the alleged harasser are not required to work together whilst the complaint is under investigation. The complainant will be kept informed of the general process of the investigation and will be informed whether the complaint has been upheld and is to result in disciplinary action.

Where a complaint has been upheld, consideration will be given, wherever possible, to permitting the complainant to choose whether they wish to remain in their current post or to transfer. The Company will seek to ensure that the complainant is not in any way penalised whether directly or indirectly, for bringing a complaint and the situation will be monitored to ensure that the harassment has stopped. Even when a complaint is not upheld, for example where the evidence is inconclusive, consideration will be given to effecting arrangements which will enable the parties not to continue to work together against the wishes of either party.

Any complaint that is unfounded and not made in good faith, for example a malicious complaint will be treated as a disciplinary offence.

The aim throughout is to resolve the complaint of harassment sensitively, impartially, effectively and quickly.

## **7.6 Equal Opportunities Policy**

### **7.6.1 Purpose**

The Company is an equal opportunities employer. We are committed to ensuring, within the framework of the law, that our workplace is free from unlawful or unfair, direct or indirect, discrimination on the grounds of sex, disability, marital status, gender reassignment, sexual orientation, age, race, religious belief, ethnic or national origin, or trade union membership or non-membership.

It is our policy to afford equal treatment to all existing and potential employees and to promote equality of opportunities. We have decided that the Company should adopt the approach set out below in dealing with discriminatory issues. It is important that all employees recognise discrimination and bring to the attention of management anything that may inadvertently be discriminatory.

Any employee considered to be discriminating against any other person will be dealt with in accordance with the Company's disciplinary procedure.

### **7.6.2 How to Recognise Discrimination**

Direct discrimination occurs where someone is put at a disadvantage on discriminatory grounds in relation to his or her employment. Direct discrimination may occur even unintentionally.

Indirect discrimination occurs where the individual's employment is subject to a condition which one sex or race/nationality finds more difficult to meet than another although it might appear that the condition has no discrimination.

Disability discrimination occurs where an individual is disadvantaged in employment or during recruitment for a reason connected with his/her disability, unless the discrimination cannot be avoided by making reasonable adjustments to the working practices or physical environment.

Victimisation occurs where an individual is treated less favourably than their colleagues because they have taken action to assert their statutory rights or assisted a colleague with information in that regard.

### **7.6.3 Implementing the Policy**

Recruitment and selection will be made on the basis of fair and objective criteria. The Company's selection procedures are reviewed from time to time to ensure that they are appropriate for achieving our objectives and for avoiding unlawful discrimination. Person and job specifications shall be limited to those elements, which are necessary to do the job effectively.

The needs of job applicants and existing employees who have a disability will be monitored to ensure that, wherever possible, reasonable adjustments are made to enable them to enter into or remain in employment with us.

Promotion opportunities, training and other employee benefits will be considered without discrimination.

All employees have a right to equality of opportunity and a duty to ensure that right is given to other employees by implementing this policy. Employees who do not act in accordance with this policy will be deemed to be in breach of their terms and conditions of employment and will be dealt with in accordance with the disciplinary procedure. Anyone who believes that he or she may have been a victim of discrimination or in any way disadvantaged on discriminatory grounds is entitled to raise the matter through the Company's grievance procedure.

### **7.6.4 Monitoring and Review Arrangements**

The Company will regularly monitor its policies to ensure that it pursues an effective policy of equal opportunity.

### **7.6.5 Rehabilitation of Offenders**

It is the Company's policy not to discriminate against anyone who has a spent conviction under the Rehabilitation of Offenders Act 1974. Under that Act it is unlawful to refuse, to engage or to dismiss on the grounds of a spent conviction. A conviction becomes spent after a period of time that runs from the start of the sentence. It is the Company's policy to comply with the Act.

### **7.6.6 Equal Pay**

The Company acknowledges that men and women are entitled to be paid equally without any bias on the grounds of sex and that this right is set out in the Treaty of Rome and is enforceable under UK Law. All reasonable steps will be taken to

ensure that male and female staff receive equal pay for the same work and for work rated as equivalent and for work of equal value.

The Company will review existing and future pay policies and structures and continue to monitor the impact of such policies and structures.

## **7.7 Absence Policy**

### **7.7.1 Purpose**

The Company recognises that a satisfactory attendance at work is essential for the effective and efficient operation of the business. High absence rates from employees negatively affect customers, colleagues, and ultimately the efficiency and productivity of the business.

By implementing this policy, the Company seeks to maximise employees' level of attendance at work whilst recognising that employees will, from time to time, be unable to attend work.

The Company Absence policy is based upon the following procedure:

- A fair and consistent approach to attendance management
- Accurate and detailed systems of attendance measurement and target setting
- Maximising levels of employee involvement, education and motivation through clear communication and guidance
- Continuous research into best practice aimed at tackling the underlying causes of absenteeism

It is the Company policy to support employees who are genuinely sick and unable to come to work. Full support and assistance will be offered to employees by their Manager during their absence as well as on their return to work. In return, employees are expected to act sensibly and honestly and to do their utmost to facilitate a speedy return to work. Any non-genuine or unauthorised absence, whether of short or long-term nature, will not be tolerated by the Company and will be addressed under the Company's Disciplinary Policy.

Absence is monitored on a regular basis and a number of measures are in place to ensure that absence is managed effectively and kept to a minimum. The responsibility for managing absence is with Managers. Employees are responsible for the following:

- Attending work in accordance with your contract of employment
- Complying with the requirements of this policy
- Keeping your Manager informed of progress throughout any periods of absence

### **7.7.2 Unauthorised Absence**

If you are absent from work without your Manager's permission and without having followed the reporting/notification procedure above then this is considered to be unauthorised absence. In cases of unauthorised absence sick pay may be withheld from you, however before making this decision Managers must take into consideration individual circumstances which may have made it difficult for you to make contact.

#### **7.7.2.1 Contacting the employee**

The following action will be taken in cases of unauthorised absence where the employee has more than 12 months service. The Company reserves the right to revert to a shortened process for employees with less than 12 months service.

This policy will not apply in any way to employees who are within their probationary period. Please see your Contract of Employment for further details.

##### **➤ Day one**

If you fail to turn up for work, your Manager will try to make contact with you to ascertain the reason why. A record should be kept of all attempts at contact, including messages left on answering machines and those left with friends or relatives. Both your mobile phone and landline should be tried if known. If these attempts at contact prove unsuccessful, your Manager will attempt to call your stated emergency contact numbers.

➤ **Day two**

If nothing has been heard from you, your Manager will again attempt to contact you by telephone to ask why you are not at work. If this proves unsuccessful, a letter should be sent by recorded delivery to you requesting that you make contact within 48 hours of its receipt and that failure to do so may result in sick pay being withheld. You should be advised that unauthorised absence without good cause is a serious disciplinary offence, which may amount to gross misconduct. If you live alone and your Manager is unable to make contact, they may consider it appropriate to arrange a personal visit to your home address

➤ **Day five**

If no contact is received during the 48 hour period a further letter should be sent by recorded delivery inviting you to a disciplinary meeting approximately 48 hours after receipt of the letter (on day eight). The letter will be a standard invite to a disciplinary hearing which informs you of your right to be accompanied. The letter will also inform you that if you fail to attend the meeting it will go ahead in your absence, the likely outcome being that you will be deemed to have gone AWOL and as such have committed gross misconduct, which normally carries a penalty of summary dismissal (dismissal without notice or pay in lieu of notice).

➤ **Day eight**

If you turn up for the disciplinary meeting then the Company Disciplinary Policy will be followed. If you do not attend the disciplinary meeting and no contact is received during the second 48 hour period a letter should be sent by recorded delivery to you advising you of the decision that was made at the disciplinary meeting. It is likely that the company will consider that you had committed gross misconduct, the result being that your contract of employment will be terminated with immediate effect. The letter should offer you the right of appeal.

### **7.7.2.2 Returning to work**

If you return to work following a period of unauthorised absence your Manager should carry out a return to work interview and ask you for a thorough explanation. If there are no acceptable reasons for the absence then the matter should be dealt with under the Company's disciplinary procedure.

If you inform your Manager that the reason for your absence was sickness, you will still need to explain why you did not follow the Company's absence reporting procedure and if no acceptable reason is given this matter should also be dealt with under the Company's disciplinary procedure.

If your Manager doubts the reason given by you for your sickness absence they may investigate the matter further, and if they believe that the absence was not genuine, again it should be dealt with under the Company's disciplinary procedure.

### **7.7.3 Certification of Absence**

#### **7.7.3.1 Self Certification forms**

When you return to work following a period of absence you must complete a self-certification form, which are available on the HR system. Self certification forms must be completed on your first day back at work and must give full details of your sickness ("unwell" and "felt ill" are not acceptable).

Self certification forms are required no matter how long the period of absence and you must pass them to your Manager for signing once they have been completed. The form must then be passed to payroll for processing.

It is your responsibility to ensure that a self certification form is completed and failure to do so may result in the payment of SSP being withheld.

#### **7.7.3.2 Doctor's certificates**

When you are sick for longer than seven calendar days, you must supply your Manager with a certificate from your Doctor, which must arrive on or before day 8 of your sickness and must cover day 8 onwards. If you continue to be sick you must telephone your Manager as often as practicable (and no less than weekly). You must provide consecutive Doctor's certificates to cover the whole period for which you are absent. Your Manager will forward your certificates to payroll to ensure you are paid what you are entitled to.

If you wish to return to work before your Doctor's certificate has expired, the Company will require a covering note from your Doctor to confirm that you are fit to return. The Company also reserves the right to request a Doctor's note to confirm that you are fit to return to work following a period of long term absence and for absences of less than 8 days.



The Company may request that you remain at home beyond the date on which your Doctor has confirmed you are fit to return to work. This could happen in circumstances where your Manager is waiting for a medical report to provide guidance as to whether any adjustments need to be made in order to accommodate your return to work.

If a Doctor's note is not provided for periods of absence in excess of 7 days it may result in the payment of SSP being withheld from you.

The Company will not accept Doctor's certificates from relatives.

#### **7.7.4 Return to Work Interviews (RTWIs)**

Each time you return to work following a period of absence your Manager must conduct a RTWI with you. The interview should take place as soon as possible following your return to work and preferably on your first day back. If a Manager is unable to meet with you within three days of your return to work then the discussion may take place on the telephone but this should only happen in exceptional circumstances.

RTWIs should be informal and carried out in a positive and supportive way. They should be held in a quiet location and should cover the following areas:

- Welcome back
  - Welcome you back to work and explain that the purpose of the interview is to manage and monitor your absence and attendance in order to identify any problem areas, offer support where appropriate and manage performance
- Absence
  - Ask you how you are feeling and check that you are fit to return to work
  - Establish what the reason was for the absence and ask if there is anything that can be done to support you
  - Ask you if you have consulted a Doctor or attended hospital
  - Identify whether there is anything medical or non-medical that may be affecting your work
- Responsibility
  - If the Manager has concerns as a result of your responses they may consider it appropriate to discuss with you any further action they may wish to take
  - If your absence is identified as having a definite pattern or is becoming more frequent, the Manager should discuss this at the stage, making it clear that your level of absence is causing them concern
- Move on
  - Update you on any work related issues you missed while you were absent
  - Review work objectives
  - Ensure that any action required by the Manager is identified
  - Ensure that a self-certification form has been submitted

#### **7.7.5 Absence Management**

##### **7.7.5.1 Persistent short term absence**

Absence is monitored on a rolling 12 month basis. When you have had four separate occasions or 10 days of absence in any 12 month period your Manager will arrange a meeting with you to discuss your absence.

During the meeting your Manager will do the following:

- Try to establish any underlying reasons for the absences
- Put their observations about any apparent pattern of absence to you directly
- Check whether the absences are in part because of personal or family problems
- Check whether your absences are in any way work related
- Seek to identify ways in which the Company could assist you to improve future attendance

- Consider whether it would be helpful or appropriate to seek medical advice
- Set reasonable targets and time limits for improvement in attendance
- Inform you that continuing high levels of absence are unacceptable and that if an improvement in your attendance is not achieved and sustained you may be subject to formal disciplinary action
- Schedule a follow up meeting for the end of the agreed time limit to review the situation.

At the review meeting outlined above, your Manager will do the following:

- Discuss your absence levels since the previous meeting
- Where there has not been an improvement in your absence levels the Manager should inform you of the next steps that will be taken, which will be one of the following:
  - Inviting you to a formal disciplinary hearing
  - Extending the review period by an agreed length of time and arranging a further follow up meeting.

It is important that your Manager keeps confidential records of all absences, medical certificates and discussions. These records will be kept on your personal file.

#### **7.7.5.2 Long term absence**

Long term absence is defined as absence of more than 4 weeks. The management of your long term absence should be carried out proactively the main aim being to support you and facilitate your return to work as soon as possible.

Once you have been off work for a period of 4 weeks, your Manager must contact you to arrange an informal meeting. Wherever possible, the meeting should be held in person in a location that you are comfortable with. You should be offered the opportunity to bring a companion with you to the meeting if you wish. The main purpose of the meeting is to discuss the following:

- Your state of health and progress
- Your perspective on the likelihood of a return to work
- Whether it would be beneficial for the Company to obtain a GP report or request that you to visit an Occupational Health Adviser
- Any rehabilitation requirements that you have to help you return to work
- Any reasonable adjustments that the Company could make to facilitate your return to work.
- Any additional support that you may require
- The possibility of dismissal on grounds of ill health should you be unable to return to work having exhausted all rehabilitation and reasonable adjustment options

All subsequent meetings with you will be formal in nature and will follow a similar format to the initial meeting outlined above but will include an update of any developments that have taken place since the previous meeting. You must receive a written invitation to each meeting and must be offered the opportunity to bring a companion with you. It will depend on the individual case as to whether dismissal is considered and at what stage the dismissal procedure is initiated.

While you are on long term sickness absence it is important for your Manager to keep in regular contact with you, ensuring that they speak to you at least once a month. This will enable your Manager to keep up to date with your welfare and progress, whilst keeping you informed about the business and preventing you from feeling isolated.

Once your Doctor or Occupational Health Advisor has indicated that you may soon be ready to return to work your Manager will consider steps that could be taken to support your return. These may include the following:

- A phased return to work
- Discuss with you whether you will be fit to perform all the duties of the job
- Check whether you are still taking medication and whether there are any likely side effects
- If possible, arrange a social visit for you shortly before the proposed return date
- Discuss your capabilities with you
- Plan to give you meaningful work to do

- Agree with you what support will be available during the first weeks after your return
- Actively monitor the situation

#### **7.7.5.3 Medical advice and examinations**

Depending on the nature and length of your sickness absence, medical advice may be requested from your GP, in which case your written consent will be sought prior to this. You will also agree that your GP or the Doctor carrying out the examination can disclose and discuss the results as well as any relevant medical information, in so far as this relates to your employment.

The Company reserves the right to require you to undergo a medical examination at any time (at the Company's expense) by Doctor(s) appointed by the Company.

#### **7.7.5.4 Conduct During Periods of Sickness Absence**

In all cases of sickness or injury which necessitate taking time off work, you are expected to do your utmost to facilitate a speedy return to fitness and to work. You are expected to act sensibly and honestly.

The Company would not, under normal circumstances, expect any employee who is absent from work due to sickness or injury, to engage in any activity which is inconsistent with the nature of the alleged illness or injury.

Any employee, whose conduct during a period of sickness absence is inconsistent with the above, may not meet the criteria for SSP. You may also be subject to disciplinary action.

## **7.8 Maternity Policy**

### **7.8.1 Purpose**

As the maternity provisions are complex, if you become pregnant you should clarify the relevant procedures with your Manager/HR Department to ensure that they are followed correctly.

The Company recognises that you may have questions or concerns relating to your maternity rights. It is the Company's policy to encourage open discussion with you to ensure that any questions or problems can be resolved or answered as quickly as possible.

It is the Company's aim to support you through your pregnancy and maternity leave, to encourage you to return to work and to ensure that this return is as smooth as possible for both you and the Company. The Company believes that the investment made in you and your knowledge of the organisation is key and retained wherever possible.

The following definitions are used in this policy:

**'Expected week of childbirth' (EWC):** This is the week, starting on a Sunday, during which your Doctor or midwife expects you to give birth.

**'Qualifying week' (QW):** This is the 15<sup>th</sup> week before the EWC.

### **7.8.2 Maternity Rights**

In general terms, a pregnant woman has the following rights:

- Time off for ante-natal care
- Maternity pay – linked to level of earnings
- Maternity leave
- Protection against unfair treatment or dismissal

A further explanation of maternity rights is given below.

### **7.8.3 Notification of Pregnancy**

As soon as possible after week 12 of your pregnancy, you should notify your Manager/HR Department of the following:

- The fact that you are pregnant; and
- Your EWC

By the end of the qualifying week, or as soon as possible after it, you are required to provide your Manager/HR Department with the following:

- The date on which you intend to start your maternity leave; and
- Your MAT B1 certificate, which is a certificate that confirms your expected date of childbirth (EDC) and is provided by your midwife or GP. **Statutory Maternity Pay cannot be paid without receipt of this certificate.**

Once notification of your intended maternity leave start date has been received, you will receive written confirmation of the date on which you will be expected to return to work assuming you take all of your maternity leave entitlement.

You are permitted to bring forward your maternity leave start date provided you advise your Manager/HR department in writing at least 28 days before the new start date, or as soon as possible. You may also postpone your maternity leave start date provided you advise your Manager/HR Department in writing at least 28 days before the original proposed start date, or as soon as possible.

#### **7.8.4 Time Off for Antenatal Care**

You are entitled to take reasonable time off during normal working hours to receive antenatal care, although whenever possible you should try to arrange your appointments as near to the start or end of the working day as possible so that the working week is not disrupted. You should advise your Manager of your appointment at least one week in advance and may be required to produce the appointment card or some other confirmation of the appointment.

Antenatal care includes appointments with the GP, hospital clinics, antenatal and relaxation classes and parent craft classes that your Doctor, midwife or health visitor has advised you to attend. You will be paid in full for this time.

#### **7.8.5 Health and Safety**

The Company has a duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have recently given birth or are breastfeeding. The Company will provide you with information as to any risks identified in the risk assessment.

If the risk assessment reveals that you would be exposed to health hazards in carrying out your normal job duties, the Company will take such steps as are reasonably necessary to avoid those risks, such as altering your working conditions or, if this is not possible, offering you a suitable alternative job for the duration of your pregnancy.

If it is not possible for the Company to alter your working conditions to remove the risks to your health and there is no suitable alternative work available, the Company reserves the right to suspend you on full pay until such time as there are no longer any risks to your health. If you are suspended in these circumstances, you will continue to receive your normal salary and contractual benefits and it will not in any way affect your statutory or contractual employment or maternity rights.

#### **7.8.6 Sickness Absence**

If you are absent from work during pregnancy owing to sickness, you will receive normal statutory sick pay in the same manner as you would during any other sickness absence. If, however, you are absent from work due to a pregnancy-related illness after the beginning of the fourth week before your EWC, your maternity leave will start automatically.

#### **7.8.7 Maternity Leave**

All pregnant employees whose EWC begins on or after 1<sup>st</sup> April 2007 are entitled to take 26 weeks ordinary maternity leave and 26 weeks additional maternity leave, making a total of 52 weeks. This is regardless of the number of hours they work or their length of service.

##### **7.8.7.1 Commencement of maternity leave**

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

- Your chosen start date, originally notified to your Manager/HR Department in writing;
- The day you give birth; or
- The day on which you are absent for a pregnancy-related sickness reason in the four weeks before the EWC

If you give birth before your maternity leave was due to start, you must notify your Manager/HR Department in writing as soon as possible.

### **7.8.7.2 Compulsory maternity leave**

The law obliges all employees to take a minimum of two weeks of maternity leave immediately after the birth of the child. You are not permitted to return to work during this period.

### **7.8.7.3 Maternity leave (ML)**

During the period of ML, your contract of employment continues in force and you are entitled to receive all your contractual benefits, except for salary. In particular, any benefits in kind will continue, annual leave entitlement will continue to accrue. You are also bound by your obligations under your contract of employment subject to your right to take maternity leave.

Salary will be replaced by Statutory Maternity Pay (SMP) if you are eligible to receive it.

You are encouraged to take any outstanding annual leave due to you before the commencement of ML. You are reminded that holiday must be taken in the year that it is earned and therefore if the holiday year is due to end during maternity leave, you should take the full year's entitlement before starting your maternity leave.

## **7.8.8 Statutory Maternity Pay**

Statutory maternity pay (SMP) is payable for up to 39 weeks during maternity leave.

### **7.8.8.1 Entitlement**

You are entitled to SMP if:

- You have been continuously employed by the Company for at least 26 weeks at the end of the QW (assessed at the 15<sup>th</sup> week) and you are still employed during that week.
- Your average weekly earnings in the eight weeks up to and including the QW are not less than the lower earnings limit for National Insurance contributions.
- You are still pregnant 11 weeks before the start of your EWC (or have already given birth).
- You provide a MAT B1 form stating your EWC.
- You give the Company proper notification of your pregnancy in accordance with the rules set out above.
- You work for an employer who is liable (or would be liable but for low earnings) to pay the employer's share of Class 1 National Insurance contributions.

### **7.8.8.2 Payment**

Payment of SMP cannot start prior to the 11<sup>th</sup> week before your EWC. SMP can start from any day of the week in accordance with the date you start your maternity leave.

For the first six weeks, SMP is paid at the higher rate, which is equivalent to 90% of your average weekly earnings calculated over the period of eight weeks up to and including the QW. For the purpose of calculating average weekly earnings, shift allowances, overtime payments, bonuses and commission are all included.

The lower statutory rate of SMP is paid for the remaining 33 weeks. This is paid at a rate set by the Government for the relevant tax year (SMP rates are normally increased in April each year), or 90% of your average weekly earnings calculated over the period of eight weeks up to and including the QW if this is lower than the Government's set weekly rate.

If you become eligible for a pay rise between the start of the original calculation period and the end of your maternity leave (whether OML or AML), the higher and standard rate of SMP will be re-calculated to take account of your pay rise, regardless of whether SMP has already been paid. This means your SMP will be increased retrospectively, or that you may qualify for SMP if you did not previously. You will be paid a lump sum to make up any difference between SMP already paid and the amount payable as a result of the pay rise.

SMP replaces salary and is paid into your bank account on the same day that your salary is normally paid. SMP is treated as earnings and is therefore subject to PAYE and National Insurance deductions.

SMP is payable whether or not you intend to return to work after your maternity leave.

It is important for maternity pay purposes that you notify the Company if, during the maternity pay period, you are taken into legal custody or start to work for another employer.

### **7.8.8.3 Maternity allowance**

If you have been working for the Company for less than 26 weeks at the QW, you are not eligible to receive SMP. You may, however, be able to apply to the Department of Work and Pensions for Maternity Allowance if you meet your qualifying conditions.

To qualify, a woman must:

- be employed but not qualify for SMP, or be self-employed, or recently employed
- have been employed or self-employed on at least 26 weeks of the 66 weeks ending with the week before the expected week of childbirth
- earn at least a specified amount per week on average in any 13 weeks in the test period.

### **7.8.9 Contact During Maternity Leave**

Shortly before your maternity leave starts, your Manager/HR Department will discuss arrangements for you to keep in touch during your leave should you wish to do so. The Company reserves the right in any event to maintain reasonable contact with you from time to time during your maternity leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or simply to update you on developments at work during your absence.

### **7.8.10 Keeping In Touch Days**

Except during the first two weeks after childbirth, you can arrange to work for the Company (or to attend training) for up to 10 days during either OML or AML without that work bringing the period of your maternity leave to an end and without loss of a week's SMP. These are known as 'keeping in touch' days (KIT days). Any work carried out on a day shall constitute a day's work for these purposes.

The Company has no right to require you to carry out any work, and you have no right to undertake any work during your maternity leave. Any work undertaken on KIT days is entirely a matter for agreement between you and your Manager. You will be paid your normal salary (including your SMP) for work undertaken on a KIT day. Any KIT days worked do not extend the period of maternity leave.

### **7.8.11 Notification of Childbirth**

You are required to inform your Manager/HR Department of the date of birth of your child.

### **7.8.12 Returning to Work**

You are not permitted to return to work during the first two weeks after the birth of your child.

You will have been formally advised in writing by the Company of the date on which you are expected to return to work if you take your full 52-week entitlement to maternity leave. You are expected to return on this date, unless you notify the Company otherwise. If you are unable to attend work at the end of your maternity leave due to sickness or injury, the Company's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

Whilst you are under no obligation to do so, it would assist the Company if you could confirm as soon as convenient during your maternity leave that you will be returning to work as expected.

If you wish to return to work earlier than your expected return date, you must give the Company, preferably in writing, at least eight weeks' notice of your proposed date of early return. If you fail to do so, the Company may postpone your return to such a date as will give the Company eight weeks' notice, provided that this is not later than your expected return date.

If you decide not to return to work at all after maternity leave, you must give notice of resignation as soon as possible and in accordance with the terms of your contract of employment. If the notice period would expire after maternity leave has ended, the Company may require you to return to work for the remainder of your notice period.

#### **7.8.12.1 Rights on return to work following ML**

On resuming work after ML, you are entitled to return to the same job as you occupied before commencing maternity leave on the same terms and conditions of employment as if you had not been absent.

If, for health and safety reasons, you were doing a different job from your usual one prior to going on maternity leave, you may be expected to return to that different job for a short time if you are still considered to be at risk when you return to work.

### **7.8.13 Flexible Working Requests**

If you worked full-time prior to your maternity leave you have no automatic right to return to work on a part-time basis or to make other changes to your working patterns. However, all requests for part-time work or other flexible working arrangements will be considered in line with the operational requirements of the Company's business. If you would like this option to be considered, you should write to your Manager setting out your proposals as soon as possible in advance of your return date, so that there is adequate time for full consideration of the request. The procedure for dealing with such requests is set out in the Company's flexible working policy.

## **7.9 Paternity Policy**

Following the birth of a child or placement of a child for adoption, eligible employees have the right to take paid leave to care for their new child.

Paternity leave is granted in addition to an employee's normal annual holiday entitlement.

### **7.9.1 Paternity Leave**

#### **7.9.1.1 Eligibility**

In order to qualify for paternity leave, you must satisfy the following criteria. You must:

- Have been continuously employed by the Company for at least 26 weeks by the 15<sup>th</sup> week before the baby is due or by the week in which the adopter is notified of being matched with the child;
- Be the biological father of the child, the adoptive father/mother of the child or the mother/adopter's spouse, civil partner or partner;
- Have or expect to have responsibility for the child's upbringing;
- Expect to take time off work to care for the child and/or support the mother/adoptive parent

Employees do not have to be male to qualify for paternity leave. Female employees may take paternity leave in the following circumstances:

- Where they are a female partner in a same sex couple
- Where a mixed couple adopts a child and the adoptive father elects to take adoption leave.

The right to paternity leave also applies in the event of a stillbirth, provided that the baby is born after 24 weeks of pregnancy.

#### **7.9.1.2 Duration and commencement**

You are entitled to choose to take either one week or two consecutive weeks paid paternity leave. You cannot take odd days or two non-consecutive weeks of leave.

Paternity leave can start on any day of the week on or following the child's birth or placement but must be completed within 56 days of the child's date of birth or EWC, whichever is later, or within 56 days of the child's placement.

Only one period of leave will be available to you irrespective of whether more than one child is born as a result of the same pregnancy, i.e. multiple births, or is placed for adoption as part of the same arrangement, e.g. siblings.

#### **7.9.1.3 Notification requirement**

You are required to give advanced written notice of your intention to take paternity leave. In respect of a birth child, notification must be given by the 15<sup>th</sup> week before the baby is due. In the case of an adopted child, notification must be given within seven days of you being notified by your adoption agency that you have been matched with a child. Notification must specify the following:

- The week the baby is due or the date the child is expected to be placed;
- Whether you wish to take one or two consecutive weeks leave; and
- The date on which you want your leave to commence

If you subsequently wish to change the start date of your paternity leave you may do so provided that you give at least 28 days written notice of the new dates (unless this is not reasonably practicable, e.g. if your baby is born early or late).

#### **7.9.1.4 Terms and conditions of employment**

Whilst you are absent on paternity leave you will continue to be:

- Entitled to the benefit of the terms and conditions of employment which would have been applied if you had not been absent
- Bound by any obligations arising under those terms and conditions of employment

#### **7.9.1.5 Right to return to work**

You are entitled to return to work following paternity leave to exactly the same job you left and be treated as if you have never been absent.

### **7.9.2 Paternity Pay**

#### **7.9.2.1 Evidence and entitlement**

You must complete an SC3 *"Becoming a Parent"* form as evidence of your entitlement to paternity leave and statutory paternity pay (SPP). The form includes a declaration that you meet the eligibility criteria set out in the appropriate section above. There is also a place on the SC3 form to provide the information specified above as part of the notification requirement.

The completed form must be given to Manager/HR Department at least 28 days before you want your SPP to begin unless it is not reasonably practicable, in which case it must be provided as soon as possible along with an explanation for why it is late. The Company reserve the right to refuse to pay SPP if no suitable explanation can be given.

You must attach the SC3 form to the Paternity Leave Notification form. The SC3 form is available on the Inland Revenue website (<http://www.hmrc.gov.uk/forms/sc3.pdf>).

#### **7.9.2.2 Payment**

SPP is paid for the entire period of paternity leave. It is paid at a rate set by the Government for the relevant tax year (SPP rates are normally increased in April each year), or 90% of your average weekly earnings if this is lower than the Government's set weekly rate.

For the purpose of calculating average weekly earnings, shift allowances, overtime payments, bonuses and commission are all included.

Employees whose average weekly earnings are below the lower earnings limit for national insurance contributions will not be eligible for SPP.

SPP replaces salary and is paid into your bank account on the same day that salaries are normally paid and will be subject to the usual deductions for PAYE tax and National Insurance.

In the case of a multiple birth or placement, entitlement to SPP is exactly the same as if there were one child.

## **7.10 Adoption Policy**

### **7.10.1 Eligibility**

You will qualify for Adoption Leave if you meet the following criteria:

- Are newly matched with a child for adoption by an approved adoption agency;
- Have been continuously employed for 26 weeks as at the week they are notified of being matched with a child for adoption ('matching week');
- Be the only partner taking adoption leave.

Adoption leave is not available to both parents. If one partner is eligible for adoption leave, the other may be eligible for paternity leave and pay. The entitlement to adoption leave applies to partners of the same sex.

You must be able to demonstrate that you will have responsibility for the upbringing of the child, irrespective of whether you are married.



Adoption Leave has two elements:

- 26 weeks ordinary adoption leave, immediately followed by
- 26 weeks additional adoption leave, giving a total of 52 weeks.

#### **7.10.2 Timing of Adoption Leave**

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

#### **7.10.3 Notice Requirements**

In order to be entitled to take adoption leave and receive statutory adoption pay, you must notify the Company, in writing, of your intention to take adoption leave within 7 days of the date on which you have been notified of having been matched with a child for adoption purposes, or if this is not reasonably practicable, as soon as possible thereafter.

You will need to tell the Company:

- The date the child is expected to be placed with you;
- The date you wish your adoption leave to commence.

The Company will write to you within 28 days of receiving your written notice, to confirm your expected return to work date. You may bring forward your adoption leave start date provided you advise your Manager/HR Department in writing at least 28 days before the new start date, or as soon as possible. You may also postpone your adoption leave start date provided you advise your Manager in writing at least 28 days before the original proposed start date, or as soon as possible.

The Company may request documentary evidence of your entitlement to adoption leave, e.g. a 'matching certificate' from the adoption agency.

As with maternity leave, employees are required to give 8 weeks written notice of the date they intend to return to work following adoption leave, if it is earlier than the end of the adoption leave period. No notice is required if the employee intends to return to work at the end of the full adoption leave period.

#### **7.10.4 Statutory Adoption Pay (SAP)**

Employees who qualify for adoption leave will also qualify for SAP provided that your average weekly earnings are not less than the lower earnings limit for national insurance contributions.

SAP is payable for up to 39 weeks at a rate set by the Government for the relevant tax year, or at 90% of your average weekly earnings, if this figure is lower than the Government's set weekly rate.

SAP is treated as earnings and is therefore subject to PAYE and national insurance contributions.

#### **7.10.5 Rights During Adoption Leave (AL)**

During AL, your contract of employment continues in force and you are entitled to receive all your contractual benefits, except for salary. In particular, any benefits in kind will continue, annual leave entitlement will continue to accrue. You are also bound by your obligations under your contract of employment subject to your right to take adoption leave.

Salary will be replaced by SAP if you are eligible to receive it.

You are encouraged to take any outstanding annual leave due to you before the commencement of AL. You are reminded that holiday must be taken in the year that it is earned and therefore if the holiday year is due to end during adoption leave, you should take the full year's entitlement before starting your adoption leave.

#### **7.10.6 Contact During Adoption Leave**

Shortly before your adoption leave starts, your Manager will discuss arrangements for you to keep in touch during your leave, should you wish to do so. The Company reserves the right in any event to maintain reasonable contact with you during your adoption leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or simply to update you on developments at work during your absence.

### **7.10.7 Keeping In Touch Days**

You can arrange to work for the Company (or to attend training) for up to 10 days during either OAL or AAL without that work bringing the period of your adoption leave to an end and without loss of a week's SAP. These are known as 'keeping in touch' days (KIT days). Any work carried out on a day shall constitute a day's work for these purposes.

The Company has no right to require you to carry out any work, and you have no right to undertake any work during your adoption leave. Any work undertaken on KIT days is entirely a matter for agreement between you and your Manager. You will be paid your normal salary (including your SAP) for work undertaken on a KIT day. Any KIT days worked do not extend the period of adoption leave.

### **7.10.8 Returning to Work**

You will have been formally advised in writing by the Company of the date on which you are expected to return to work if you take your full 52-week entitlement to adoption leave. You are expected to return on this date, unless you notify the Company otherwise. If you are unable to attend work at the end of your adoption leave due to sickness or injury, the Company's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

Whilst you are under no obligation to do so, it would assist the Company if you could confirm as soon as convenient during your adoption leave that you will be returning to work as expected.

If you wish to return to work earlier than your expected return date, you must give the Company, preferably in writing, at least eight weeks' notice of your proposed date of early return. If you fail to do so, the Company may postpone your return to such a date as will give the Company eight weeks' notice, provided that this is not later than your expected return date.

If you decide not to return to work at all after adoption leave, you must give notice of resignation as soon as possible and in accordance with the terms of your contract of employment. If the notice period would expire after adoption leave has ended, the Company may require you to return to work for the remainder of your notice period.

#### **7.10.8.1 Rights on return to work following AL**

On resuming work after AL, you are entitled to return to the same job as you occupied before commencing adoption leave on the same terms and conditions of employment as if you had not been absent.

### **7.10.9 Adoption Leave when Adopting from Overseas**

To qualify for adoption leave and pay you must have received written official notification, issued by or on behalf of the relevant domestic authority, that the authority is prepared to issue a certificate to the overseas authority concerned with the adoption of the child, or has issued a certificate to confirm that the adopter is eligible to adopt and has been assessed and approved as being a suitable adoptive parent.

You will be eligible for adoption leave when adopting from overseas provided you have completed 26 weeks service ending with week in which official notification is received.

Adoption leave entitlement is the same as when adopting within the UK.

#### **7.10.9.1 Notice**

You must notify the Company of your intention to take adoption leave, when the child is expected to be placed with you and when you wish your adoption leave to commence, within 28 days of receiving the Official Notification.

The Company will write to you within 28 days of receiving your written notice, to confirm your expected return to work date. Adoption leave in these circumstances cannot begin until the child enters Great Britain and the latest adoption leave can commence is 28 days after that date of entry.

The Company may request documentary evidence of your entitlement to adoption leave.

## **7.11 Parental Leave Policy**

Parental leave gives parents or adoptive parents the right to take time off work to look after their child or to make arrangements for the child's welfare.

Parental leave is unpaid.

### **7.11.1 Eligibility**

In order to qualify for parental leave, you must satisfy the following criteria. You must:

- Have one year's continuous service with the Company; and
- Be the parent of, or have acquired formal parental responsibility for, a child under five years of age; or
- Have adopted a child under the age of 18 (the right to parental leave lasts for a period of five years from the date of adoption or until the child's 18<sup>th</sup> birthday, whichever is sooner); or
- Be the parent or adoptive parent of, or have acquired formal parental responsibility for, a disabled child under the age of 18

Parental leave applies equally to male and female staff.

### **7.11.2 Duration of Leave**

Employees who satisfy the above criteria have the right to take up to 13 weeks unpaid leave for each child. An employee who is the parent or adoptive parent of a disabled child is entitled to take up to 18 weeks unpaid leave. For the purpose of parental leave, a disabled child is one who has been awarded Disability Living Allowance.

The maximum weeks' parental leave entitlement includes any parental leave taken for a child with previous employers.

Parental leave can only be taken in blocks of one week or more, except in the case of disabled children where the leave can be taken in multiples of one day. If you choose to take only part of a week off it will be counted as a week and for the purposes of recording the amount of parental leave taken, one whole week will be deducted from the total of 13 or 18 weeks.

The maximum length of parental leave allowed is four weeks in any 12 month period for each child. For these purposes, the 12 month period begins when you first become entitled to parental leave in respect of the child in question, and each successive period of 12 months beginning on the anniversary of that date.

### **7.11.3 Commencement of Leave**

Parental leave can be taken immediately after maternity/paternity leave provided that the notice requirements and qualifying periods are met.

You can choose to take parental leave at any time up to the cut-off point that applies to you, as follows:

- Birth parents (or those who have formal parental responsibility for a child) can take leave up until the child's fifth birthday
- Adoptive parents can take leave for five years from the date that the child is placed with them for adoption (or until the child's 18<sup>th</sup> birthday, whichever is sooner)
- Parents or adoptive parents of a disabled child (or those with formal parental responsibility) can take leave up until the child's 18<sup>th</sup> birthday.

### **7.11.4 Postponement of Leave**

The Company may postpone a period of parental leave if it considers that the business would be unduly disrupted if you were to take leave during the period requested. In such a case, the Company will allow you to take an equivalent period of parental leave beginning no later than six months after the commencement of the period originally requested.

When parental leave is to be postponed your Manager will discuss the circumstances with you and will confirm the postponement arrangements in writing within seven days of your notice to take leave. The written notice should state the reason for the postponement and specify the new dates of parental leave.

### **7.11.5 Notice Requirement**

You must give 21 days notice of your intention to take parental leave. Notice must be given in writing and must specify the date on which the period of leave is to begin and end.

Where you are the father of the child in respect of whom the leave is to be taken and you request parental leave to begin when your child is born, your notice must specify the expected week of childbirth as stated on the MAT B1 form and the duration of the period of leave. Since the start date of leave cannot be determined with any certainty, you must give notice at least 21 days before the expected week of childbirth.

Where the parental leave is in respect of an adopted child and is to begin on the date of the placement, you must give notice 21 days before the week in which the child is expected to be placed for adoption, or as soon as is reasonably practicable thereafter. The written notification must specify the week in which the placement is expected to occur and the duration of the period of parental leave requested.

#### **7.11.6 Evidence of Entitlement to Parental Leave**

You may not exercise any entitlement to parental leave until you have provided evidence as to your entitlement. You will be required to produce evidence that:

- You are the parent/adoptive parent of the child or have parental responsibility; and
- The child is below the age, or was adopted within the timescales, at which the right to parental leave ceases; and, where relevant
- The child is entitled to disability living allowance

Evidence may take the form of the following:

- The child's birth certificate
- Papers confirming the child's adoption and the date of placement
- Papers confirming formal acquisition of parental responsibility for the child
- The award of disability living allowance for the child

#### **7.11.7 Returning to Work after Parental Leave**

At the end of a period of parental leave, you have the right to return to the same job as before leave commenced provided that the leave was for a period of four weeks or less (and provided that it did not follow on immediately from a period of additional maternity or adoption leave). If the period of parental leave was longer than four weeks (or followed on immediately from a period of additional maternity or adoption leave), then you will be entitled to return to the same job or, if that is not reasonably practicable, to a similar job that has the same or better status, terms and conditions as the previous job.

#### **7.11.8 Record Keeping**

The Company will keep records of all parental leave taken by you. Since parental leave taken with previous employers counts towards your total entitlement, the Company will request records from your previous employer and may also seek a declaration from you about how much parental leave you have taken in the past. Likewise, when you leave the Company, a record of the amount parental leave you have taken will be provided to your new employer, if requested.

#### **7.11.9 Terms and Conditions during Parental Leave**

Whilst employees are on parental leave your terms and conditions of employment remain the same, with the exception of your salary. The Company does, however, reserve the right to suspend contractual benefits during this period in exceptional circumstances.

### **7.12 Flexible Working Policy**

The law gives employees who have parental responsibility for young children, or who have responsibility for caring for sick or disabled adults, the right to ask their employer for a change in their working hours or place of work. Employees have a responsibility to think carefully about their desired working pattern when making an application and while there is no obligation on the employer to automatically agree to a request for flexible working, a specific procedure must be followed to ensure requests are considered seriously.

#### **7.12.1 Eligibility**

In order to make a request for flexible working, you must satisfy the following criteria. You must:

- Have been continuously employed by the Company for at least 26 weeks at the time of the application;
- Be the parent, adopter, foster parent or guardian of a child under the age of 16, or 18 if disabled, or be the spouse, civil partner or partner of that person, and be responsible for the upbringing of the child;

or

- Be caring for an adult who is married to or is the partner or civil partner of the employee, or is a near relative\* of the employee, or falls into neither of those categories but lives at the same address as the employee;
- Make the application no later than two weeks before the child's sixteenth birthday or 18<sup>th</sup> birthday if the child is disabled (in the case of requests relating to parental responsibility);
- Have not made another request to work flexibly under the regulations during the past 12 months;
- Be making the application to enable them to care for the child or the sick or disabled adult

\* A near relative will include a parent, parent-in-law, adult child, adopted adult child, siblings (including in-laws), uncles, aunts, grandparents and step-relatives.

### **7.12.2 Scope of a Request**

Eligible employees will be able to request the following:

- A change in the number of hours they work;
- A change in the times when they are required to work;
- A change in their place of work

### **7.12.3 Making a Request**

If you wish to make a flexible working request you must satisfy the following criteria when making your application. You must:

- Make the application in writing to your Manager;
- Explain the relationship between you and the child or the sick or disabled adult;
- Establish a need for care;
- Specify the change applied for;
- Explain what effect you think the proposed change to your working pattern will have on the business and how any such effect might be accommodated;
- Indicate the date on which you would like the change to become effective;
- State whether you have previously submitted a request for flexible working and if so, when;
- Sign and date the request

When making a request for flexible working, you should give careful consideration to which working pattern will help you best care for your child or the sick or disabled adult and to any financial implications it may have on you in cases where the desired working pattern will involve a drop in salary.

A request for flexible working can take up to 12 weeks to complete or longer when difficulties arise and therefore you are advised to submit a carefully thought out application well in advance of the date you wish the request to take effect.

### **7.12.4 Consideration Procedure**

Within 28 days of receiving a request for flexible working, your Manager must arrange a meeting with you. The objective of the meeting will be to discuss the request in greater depth and to consider how best it may be accommodated. It will also provide an opportunity to consider other alternative working arrangements should there be a problem in accommodating the proposal outlined in your application. You have the right to be accompanied by a fellow employee and must be informed of this right in advance of the meeting.

Within 14 days of the meeting the Company must write to you notifying you of the decision. The letter will confirm acceptance of the request for flexible working and specify the contract variation and when it is to take effect, or will reject the request and provide a full explanation.

Requests can be refused in cases where there is a clear business reason for doing so which fits into one of the following categories:

- Additional burden of costs
- Detrimental effect on the ability to meet customer demands
- Inability to re-organise work among existing staff
- Inability to recruit additional staff
- Detrimental impact on quality or performance
- Insufficient work available during the periods the employee proposes to work
- The proposal does not fit in with planned structural changes

#### **7.12.5 Appeal Procedure**

If you are unhappy that your request for flexible working has been refused, you have the right to appeal and you must be informed of this right at the time you are informed of the decision. If you wish to appeal you must do so in writing, giving full details of the grounds for appeal, within 14 days. The appeal must be made to the next line of authority in your department and must be signed and dated.

Within 14 days of receipt of the written appeal a further meeting will be arranged between you, the individual to whom you appealed. The purpose of the meeting will be to discuss the grounds for appeal in more detail, along with the business case put forward by your Manager in response to your original request. Again, you have the right to be accompanied by a fellow employee and must be informed of this right in advance of the meeting.

The final decision will be communicated to you in writing within 14 days of the appeal meeting. If the appeal is upheld, the letter will specify the contract variation agreed to and the date it is to take effect. If the appeal is dismissed, the letter must state the grounds for the decision and contain sufficient explanation as to why those grounds apply.

There will be no further right of appeal.

#### **7.12.6 The Effect of Agreed Changes**

Where changes to your work pattern are agreed as a result of you submitting a request for flexible working, these will be regarded as permanent changes to the terms and conditions of your contract, unless you and your Manager expressly agree otherwise. You will have no automatic right to revert to your previous working arrangement at a future date and neither will the Company be able to insist that you do so if, for example, the child in question reaches sixteen years of age or the sick or disabled adult in question no longer requires a carer.

These provisions do not prevent you and your Manager mutually agreeing further variations to your terms of employment in the future, however they do mean that no such changes can be enforced unilaterally by either party.

#### **7.12.7 Employee Rights**

You have the right not to be dismissed or subjected to any detriment for any reason related to the fact that you have submitted, or are proposing to submit, a request for flexible working, e.g. a refusal to promote you, a denial of training, the removal of a perk or verbal abuse.

### **7.13 Time Off For Dependants**

#### **7.13.1 Eligibility**

You have the right to take a reasonable period of unpaid time off work to deal with an emergency involving a dependant. This right is to enable you to deal with an unexpected or sudden problem and make any necessary longer term arrangements, e.g.:

- if a dependant falls ill or has been involved in an accident or assaulted, including where the victim is hurt or distressed rather than injured physically;
- when a partner is having a baby;
- to make longer term care arrangements for a dependant who is ill or injured;
- to deal with an unexpected disruption or breakdown in care arrangements for a dependant; for example, when the childminder or nurse fails to turn up;

- to deal with an incident involving the employee's child during school hours; for example, if the child has been involved in a fight or is being suspended from school.

A dependant is your partner, child or parent, or someone who lives with you as part of your family. For example, this could be an elderly aunt or grandparent who lives in the household. It does not include tenants or boarders living in the family home, or someone who lives in the household as an employee, for example, a live-in housekeeper.

In cases of illness, injury or where care arrangements break down, a dependant may also be someone who reasonably relies on you for assistance. This may be where you are the primary carer or the only person who can help in an emergency.

The amount of leave which is granted will depend on individual circumstances.

You must tell your Manager as soon as possible about your absence, the reason for it and how long you expect to be away from work. If you are prevented from telling the Company due to the nature of the emergency you must tell your Manager the reason for the absence on your return to work.

This right is intended to cover unforeseen matters. If you know in advance that you are going to need time off, you should arrange to take this time as part of your annual leave entitlement.

## **7.14 Health & Safety Policy**

### **7.14.1 General**

The Company takes its responsibilities under Health and Safety legislation very seriously. The objective is to provide you with a safe working environment and a safe system of work.

Any breach or non-observance of this Health and Safety policy constitutes a disciplinary offence.

The Company will regularly review its working practices including the general working environment and individuals' work stations to ensure that best practices are adhered to or adopted and that safety hazards are identified and accidents so far as reasonably practicable are avoided. In particular we will regularly monitor the safety of any equipment or machinery provided for use by employees. Maintenance is regularly and scrupulously carried out and proper records are kept. All equipment and machinery provided by the Company complies with the appropriate UK standards and is designed or adapted for the purpose for which it is used. All employees who use or supervise the use of such equipment or machinery are properly trained in its use including Health and Safety considerations.

Health and Safety guidance is given to all new employees upon joining the Company and regular refresher updating sessions are held for existing employees. The Company requires the full co-operation and participation of all employees.

Employees too have safety responsibilities. You are obliged to take reasonable care for your own safety and for the others who may be affected by your acts or omissions and to co-operate fully with the Company in the arrangements it makes in relation to Health and Safety matters. For example employees must:

- Adhere to the prescribed safe system of working.
- Report any faults or defects in machinery or equipment immediately to the Company and:
- Report any safety concerns at all immediately to your Manager.

Only those qualified to do so and employed for that purpose may carry out repairs or maintenance to machinery or equipment.

### **7.14.2 Safety Officer**

The Company will appoint a Manager with responsibility as safety officer to ensure that the Company is at all times aware of, and fully complies with its obligations under Health and Safety law.

All accidents and near misses irrespective of triviality must be reported to the Safety Officer who will ensure that any necessary preventative measures are introduced.

### **7.14.3 Evacuation**

You should be familiar with the evacuation procedures, details of which will be displayed throughout the building where you are working.

Should you discover a fire you should immediately sound the fire alarm and notify the senior staff member present.

#### **7.14.4 First Aid**

All accidents must be recorded in the accident book. You will be notified which members of staff act as Appointed Persons, or who have training in First Aid. If any employee becomes ill while at work and requires medical attention arrangements will be made to call a Doctor or emergency services or take the employee to Accident & Emergency at the nearest hospital.

#### **7.14.5 Hazards and Safety Risks**

You have a responsibility to report any potential Health or Safety hazard including infectious or other diseases, accidents or injuries associated with the workplace. Examples are as follows:

- Fire risks, e.g. accumulation of combustible waste, blocking or obstruction of fire doors, corridors, or smoking in non-smoking areas.
- Electrical problems, e.g. worn cables, loose connections, multiple connectors to power sockets, faulty wiring or trailing cables.
- Defective equipment.
- Defective flooring e.g. worn or frayed carpets, uneven or slippery surfaces.
- Unsuitable loading or stacking.
- Broken glass.
- Carelessness by an employee or other person on the premises, e.g. attempting to repair equipment without proper training.

#### **7.14.6 Improvements**

You are encouraged to suggest improvements to the Company's Health and Safety policy and suggestions should be made to the Safety Officer.

#### **7.14.7 General Employer Aims**

So far as is reasonably practicable the Company aims to achieve the following:

- Premises heated to the minimum temperature required by law.
- Safe equipment and systems.
- Safe methods of handling, storage and transport of articles or goods.
- Provide employees with information, instruction and training.
- Ensure the place of work is safe with means of access and egress.
- Provide a safe working environment.
- A no smoking policy other than in designated areas.
- All storage areas are safely laid out with adequate room for access in safety.

#### **7.14.8 Display Screen Equipment**

The Company has particular obligations where employees habitually use display screen equipment as a significant part of normal work. Work stations and work routines will regularly be reviewed to ensure that they comply with the law and to ensure that the employee has adequate breaks from the use of display screen equipment. Regular and proper training will be given to minimise Health and Safety problems. You may submit an expenses claim for eye and eyesight tests if you are appointed to use display screen equipment and you use it at regular intervals. The Company may also make a contribution towards special glasses which are prescribed to an employee specifically for using and operating display screen equipment. The amount of any contributions will be wholly at the discretion of a Director of the Company.



## **7.15 Smoke Free Policy**

### **7.15.1 Purpose**

This policy has been developed to protect all employees, customers and visitors from exposure to secondhand smoke. Exposure to second hand smoke increases the risk of lung cancer, heart disease and other serious illnesses. Ventilation or separating smokers and non-smokers within the same airspace does not completely stop potentially dangerous exposure.

### **7.15.2 Policy**

It is the Company's policy that all our workplaces are smoke free, and all employees have a right to work in a smoke free environment. Smoking is prohibited in all enclosed\* and substantially enclosed\*\* premises in the workplace. This includes Company vehicles. This policy applies to all employees, consultants, contractors, customers and visitors.

\*Premises will be considered 'enclosed' if they have a ceiling or roof and (except for doors, windows or passageways) are wholly enclosed either on a permanent or temporary basis.

\*\*Premises will be considered 'substantially enclosed' if they have a ceiling or roof, but have an opening in the walls, which is less than half the total area of the walls. The area of the opening does not include doors, windows or any other fittings that can be opened or shut.

Smoking is only permitted in clearly marked designated areas.

### **7.15.3 Implementation**

All staff are obliged to adhere to, and support the implementation of the policy. Appropriate 'no-smoking' signs will be clearly displayed at the entrances to and within the premises, and in all smoke free vehicles, which should not be defaced or removed.

### **7.15.4 Non-compliance**

Failure to adhere to this policy will constitute gross misconduct and relevant disciplinary action will be taken in line with the Company's disciplinary procedure. Those who do not comply with the smoke free law may also be liable to a fixed penalty fine and possible criminal prosecution.

## **7.16 Data Protection Policy**

### **7.16.1 Purpose**

Legislation states that the Company can process personal data on employees providing it is relevant to carrying out our business.

The Company is under an obligation to protect the confidentiality of information held and to ensure that personal data is not divulged to others, unless in doing so it strictly follows the purpose for which the information was supplied.

Failure to comply with the Company's data protection policy is a disciplinary offence and will be dealt with in accordance with the disciplinary procedure.

In the course of your work you may come into contact with or use confidential information about employees, clients, customers and suppliers, for example names and home addresses. The Data Protection Act 1998 contains principles affecting employees' and other personal records. Information protected by the Act includes not only personal data held on computer but also certain manual records containing personal data, for example employee personnel files that form part of a structured filing system. The purpose of this policy is to ensure you do not breach the Act. If you are in any doubt about what you can or cannot disclose and to whom, do not disclose the personal information until you have sought further advice from your Manager. You should be aware that you can be criminally liable if you knowingly or recklessly disclose personal data in breach of the Act. If you access another employee's personnel records without authority, this constitutes a gross misconduct offence and could lead to your summary dismissal.

### **7.16.2 General Points**

The Company observes the following data protection principles:

- Processing only as much information as the Company needs;

- Notifying employees and customers when the Company uses information about that individual or business and its intended use;
- Information held will be kept accurate and up to date;
- Information held will be kept secure;
- Information held will be destroyed once the Company has no need or reason to keep it;
- Observing the individuals' rights;
- To not transfer information to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection relating to the processing of personal data.

### 7.16.3 Employment Records

In order to manage its business the Company keeps records about employees that may necessarily include the following information:

Name	Date of birth	Sex	Address
Next of kin	Sickness record	Disciplinary record	CV
References	Qualifications	Rate of pay	Bank details
Performance record	Appraisals	Criminal records	Emergency contact

It is your responsibility to notify the Company of any changes to your personal details. Safehands Recruitment will ensure that once informed all employee records will be kept accurate and up to date. The records will be kept secure and access limited to necessary personnel who have a level of authority.

The Company will respect employees' privacy and will not disclose personal information without the employee's specific consent, unless there is some other justification or legal requirement to do so. If you are a Manager, you must not hold on to any employment or personal information relating to employees, and must always forward it for secure filing.

In accordance with the legislation, you will be entitled to view the records held about you by the Company. To gain access to these records you will need to give 40 days' written notice to your Manager. The Company may, at its discretion, decide to charge an access fee for frequent requests.

### 7.16.4 Employees' Obligations in Relation to Personal Information

You should ensure you comply with the following guidelines at all times:

- Do not give out confidential personal information except to the data subject. In particular, it should not be given to someone, either accidentally or otherwise, from the same family or to any other unauthorised third party unless the data subject has given explicit consent to this;
- Be aware that those seeking information sometimes use deception in order to gain access to it. Always verify the identity of the data subject and the legitimacy of the request, particularly before releasing personal information by telephone;
- Only transmit personal information between locations by fax or e-mail if a secure network is in place, for example, a confidential fax machine or encryption is used for e-mail;
- If you receive a request for personal information about another employee, you should forward this to the person who will be responsible for dealing with such requests;
- Ensure that any personal data which you hold is kept securely, either in a locked filing cabinet or, if it is computerised, it is password protected.

Compliance with the Act is the responsibility of all employees. Any questions or concerns about the interpretation of this policy should be taken up with a Director.

### 7.16.5 Processing Information

The Company can legitimately process information providing that one or more of the following conditions have been met:

- You have given your explicit consent;
- The Company has a contract with the individual involved;

- The Company is legally obliged to do so;
- It is in the individual's interests;
- It is necessary for the administration of justice;
- The Company is required to do so for the legitimate interests of the business.

## **7.17 Internet Access & Email Policy**

The Company operates a strict policy on use of e-mail and Internet. Violation of this policy will result in disciplinary action.

Computers, networks and e-mail systems are the property of the Company. All copies of messages created, sent, received or stored on Company systems shall remain the property the Company.

### **7.17.1 Internet Access Policy**

If appropriate to your job function, you will automatically be assigned an e-mail account and internet access. You will also be shown how to operate both systems. You may request access to the internet from your Manager if this is not automatically given to you, but having an e-mail account is no guarantee that you will be permitted or authorised to use the Internet.

Desktop and other access to the Internet is provided to employees when there is a necessity and access has been specifically approved.

The Company has provided access to the Internet for authorised users to support the business purposes of the Company.

No use of the Internet should conflict with the primary business purpose of the Company or with applicable laws and regulations. As a condition of continued employment, each user is personally responsible to ensure that these guidelines are followed.

The Company may monitor usage of the Internet by employees, including reviewing a list of sites accessed by an individual.

No individual should have any expectation of privacy in terms of your usage of the Internet. In addition, the Company may restrict access to certain sites that it deems are not necessary for business purposes.

Employees are prohibited from encrypting files on your computers or taking any steps that block access to files, other than the use of Company passwords, or approved encryption programs.

The following list provides examples of activities for which the Company's connection to the Internet may not be used. The list is not exhaustive:

- The internet must not be used for social networking during Company time
- The Internet must not be used to access, create, transmit, print or download material that is: derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that may be constructed as harassment or disparagement based on race, colour, national origin, sex, sexual orientation, age, disability, or religious or political beliefs
- The Internet must not be used to access, send, receive, or solicit sexually oriented messages or images
- Downloading or disseminating of copyrighted material that is available on the Internet is an infringement of copyright law. Permission to copy the material must be obtained from the publisher. For assistance with copyright material, contact your Manager
- The downloading or posting of any copyrighted material from any source to the Company's network is an infringement of copyright law. Permission to copy the material must be obtained from the publisher
- Without prior approval from your Manager, software should not be downloaded from the Internet as the download could introduce a computer virus onto the Company's network. In addition the copyright laws may cover the software so the downloading could be an infringement of copyright law
- Employees should safeguard against using the Internet to transmit personal comments or statements through e-mail or to post information to newsgroups that may be mistaken as the position of the Company
- Employees should not disclose confidential information through the use of the Internet or e-mail
- The Internet should not be used to send or participate in chain letters, pyramid schemes or other illegal schemes.

- The Internet should not be used to solicit or persuade others for commercial purposes, causes, outside organisations, chain messages or other non-job-related purposes
- The Internet should not be used for on-line gambling or for personal financial gain
- The Internet should not be used to post statements that are defamatory or information that is false or misleading concerning the Company, our services or our clients
- You must not post protectively marked, Company confidential or proprietary information of the Company or any of its clients or other business associates on the Internet or on bulletin board or disseminating such information that might compromise its confidentiality
- You must not without proper authorisation send an e-mail or any documents attached to an e-mail that commits the Company to any contractual legal commitment to any customer, client or supplier.

## **7.17.2 Electronic Mail Policy**

### **7.17.2.1 Business use only**

The Company reserves the right to monitor the content of e-mails.

The purpose of electronic mail is to facilitate intra as well as external Company transmittal of business-related information. Accordingly, e-mail should be used exclusively for matters of concern to Company operations, and not for communication of a personal, private or non-business nature.

E-mail and other information systems of the Company are not to be used in a way that may be disruptive, offensive to others, or harmful to morale. There is to be no display or transmission of sexually-explicit images, messages, or cartoons, or any transmission or use of e-mail communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on your race, national origin, sex, sexual orientation, age, disability, religious or political beliefs. The e-mail system should not be used to solicit or proselytise others for commercial ventures, religious or political causes, outside organisations, or other non-job-related solicitations.

### **7.17.2.2 Leaving the company**

When you leave the Company, you will be required to review the contents of your electronic "mailbox" with a designated Company representative and, in the presence of the representative, delete any messages that are not relevant to business matters. If you do not comply with this requirement, a designated Company representative will perform the review and make the deletions.

### **7.17.2.3 Delivery of emails**

To avoid confidential messages from being delivered into the wrong hands, users should be very careful when addressing and sending messages. People within the system may share the same last name and first initial, and it is easy to address a message to the wrong person if you do not check the message header to make sure the message is accurately addressed before sending it. Once sent, a message CANNOT be stopped from being delivered to the addressed recipient(s); neither the user nor the e-mail administrator has the power to halt the delivery of a message after the user has sent it into the system.

Confidential information should only be sent to authorised persons. The mere deletion of a message or file may not fully eliminate it from the system. It should be noted that e-mails, however confidential or damaging, might have to be disclosed to a third party in some circumstances.

Unknown files or messages should never be introduced into the system without first being checked for viruses. You must not download, copy or send work protected by copyright via the e-mail system.

You should observe the confidentiality clause at the end of e-mails. If you are unsure about a situation you are advised to seek guidance from your Manager.

## **7.18 Public Interest Disclosures**

The Public Interest Disclosure Act gives legal protection to employees against being dismissed or penalised as a result of disclosing information which is considered to be in the public interest. The Company endorses the principle of the Act in that where an individual discovers information, which he or she believes to show malpractice/wrongdoing within the organisation, then this information should be disclosed without fear of reprisal. Public interest disclosure for the purposes of this procedure is defined as the disclosure of information to the effect that the Company has been, is being, or is likely to be the subject of malpractice. Malpractice indicates wrongdoing, including illegality.

Some examples of misconduct, which may be the subject of a protected public interest disclosure, are outlined below. This list is not exhaustive:

- Financial malpractice, financial impropriety, or fraud
- Failure to observe statutory obligations
- Endangering health and safety
- Damaging the environment
- Criminal activity
- Corruption, bribery, blackmail
- Deliberate miscarriage of justice
- Professional malpractice
- Abuse of authority for illegal or unethical purposes
- Covering up any of the above

This procedure is not intended to cover complaints for which there are existing procedures, such as:

- Discipline
- Grievance
- Equal Opportunities
- Harassment

## **7.19 Company Searches**

In situations where it is necessary to search an employee, the Company will use the following procedure. Refusal to comply with the Company search procedure is considered as gross misconduct which will lead to disciplinary action.

The Company reserves the right to search an employee or any of an employee's property held on Company premises at any time, if the Company has reasonable grounds to believe that its Alcohol and Drug Abuse Policy is being or has been infringed, or that an employee has committed gross misconduct and/or a criminal offence.

Where an employee is required to submit to a search, the following procedure will be used:

- The search will be conducted in a private room
- The employee may be accompanied by a colleague provided that the colleague is available without unreasonable delay
- The search will be conducted by a Senior Manager. The employee may request that the person conducting the search is of the same sex as him/herself
- The search will be witnessed by another member of the management team. The employee may request that the witness is of the same sex as him/herself
- An employee who unreasonably refuses to allow a Company search will be subject to disciplinary action
- Where an employee is found to be in possession of prohibited substances or there is evidence to suggest that he/she has committed a criminal offence, he/she will be suspended on full pay pending a further investigation, which may result in disciplinary action, including dismissal
- The Company reserves the right to inform the police of any suspicion it may have with regard to the use of controlled drugs by any of its employees on Company premises or with regard to any other criminal offence.

## **7.20 Redundancy Policy**

### **7.20.1 Purpose**

The Company acknowledges that change in the business environment is inevitable. The Company will ensure that when redundancy occurs, it is handled in accordance with the law ensuring that appropriate consultation takes place before any redundancy plans are implemented. Selection for redundancies will consider the future operating needs of the business and will seek to maintain an appropriate balance of skills and experience within the remaining workforce. Measures to mitigate compulsory redundancies may include:- restrictions on recruitment, redeployment to other parts of the organisation, reduction of overtime, restriction of temporary / fixed term contracts, enforcing state retirement age and if appropriate voluntary redundancy. Compulsory redundancy will only be used as a last resort.

### **7.20.2 Redundancy Guidelines**

As soon as practical after announcing the possibility of redundancies, and defining the new organisational structure, the Company will identify the impact upon roles within the existing organisation according to the following categories:

CATEGORY A – Existing role which will continue to be required in the new organisation with the same or more numbers to be employed in the role.

CATEGORY B – Existing role which will not be required in the new organisation.

CATEGORY C – Existing role, but fewer numbers in the role to be employed in the new organisation.

CATEGORY D – New roles in the organisation.

The Company will identify the pools of employees who may be provisionally selected for redundancy in category B & C. In seeking to identify the roles for the appropriate pool, the Company will abide by legislation and consider the following factors:

- The type of work the employees within the group are carrying out: the role, scope, responsibilities, technical processes and competencies
- Whether other groups of employees are doing similar work
- Whether any of the jobs are interchangeable
- The results of any consultation process

### **7.20.3 Voluntary Redundancy**

The Company will consider applications from employees for Voluntary Redundancy. The Company reserves the right to accept or reject applications from volunteers based upon the ongoing requirements of the business. Each application will be considered on an individual basis. There will be no appeal against rejection for Voluntary Redundancy.

### **7.20.4 Assessing Employees in the Redundancy Pool**

Selection criteria and associated documentation will be presented during the consultation process.

In circumstances where it is inappropriate to seek volunteers, where insufficient volunteers apply or where volunteers are not selected, selection criteria will be applied to those in the redundancy pools. Selection criteria for redundancy will be fair, consistent, objective and non discriminatory.

Selected employees will have the opportunity to discuss their selection at individual consultation meetings.

### **7.20.5 Individual Consultation**

Individual consultation will take place with affected employees in addition to any obligation to consult collectively.

### **7.20.6 Collective Consultation**

Collective consultation will take place in circumstances where large scale redundancies are anticipated. The Company will consult with elected employee representatives. In such circumstances consultation will begin:

- At least 30 days before the first dismissal takes effect if between 20 and 99 employees are to be made compulsorily redundant over a period of 90 days or less; or
- At least 90 days before the first dismissal takes effect if 100 or more employees are to be made compulsorily redundant over a period of 90 days or less.

### 7.20.7 Redeploying Employees

All **new or vacant roles** within the Company will be posted internally with details of the application process if applicable. The Company will encourage employees to seek alternative employment within the Company during the consultation period. Selection into these roles will be based on a mix of skills, competencies, experience, qualifications, attendance and disciplinary record, as appropriate. If it is the case that an employee unreasonably refuses an offer of suitable alternative employment, the Company reserves the right not to make a redundancy payment.

Successful applicants will be transferred into the new role under its advertised terms and conditions.

Applications from external applicants will only be considered when it has not been possible to fill a vacancy with a redundant employee.

### 7.20.8 Alternative Job Offers

Alternative job offers are considered 'suitable' if the new position is similar in status, type of work, remuneration, shift pattern and proximity. In the case of an employee declining an offer of such a suitable alternative role, no compensation will be payable.

Redundant employees have a legal right to a minimum four week trial period in an alternative job before finally confirming their acceptance of it, if it is significantly different to their previous role.

If, at the end of the trial period the employee declines such an alternative they will be entitled to compensation payments. If they accept it, they will not be entitled to compensation.

***In instances where the salary for the new role is lower than an employee's current salary, the Company will assume the employee has accepted these terms of the new role and as such the lower salary will apply. Employees will receive amendments to your terms and conditions for the new role.***

### 7.20.9 Confirming the Redundancy Decision and Giving Notice of Redundancy

If suitable alternative employment is not found by the expiry of the individual's consultation period, the employee, if selected for redundancy under the terms of the selection criteria, will be given formal written notice of termination of employment.

Unless otherwise requested all employees will be required to attend work during their notice period.

An employee who leaves or is Absent With Out Leave (AWOL) BEFORE the notice of termination expires may lose their right to a redundancy payment and will lose their entitlement to any Payment In Lieu Of Notice (PILON).

An employee who leaves before they have been given notice of redundancy will have been deemed to have resigned and may not receive a redundancy payment.

### 7.20.10 Redundancy Payments

The Company will make redundancy payments to employees who are dismissed as a result of redundancy in accordance with current legislation.

### 7.20.11 Anniversary of Joining

When an employees anniversary date falls within their consultation or notice period, and this would have resulted in service related enhanced benefits (increased holiday, increased redundancy payment) these enhanced benefits will be honoured and accrued in any redundancy payment calculation.

### 7.20.12 Part Time Workers

Part time employees will have their statutory redundancy payments pro rated in accordance with their hours at their leaving date, regardless of whether they have worked full time in the past. With the exception of the following categories of staff:

- Women returnees from maternity leave on a **phased return** to the workplace who have committed to return to full time hours
- Employees who have been absent for health reasons **and** are on a **phased return** to the workplace and have committed to return to full time hours.

### **7.20.13 Time Off to Look for Alternative Employment**

An employee **who has been given notice** of redundancy and who has a minimum of two years service is entitled to reasonable (paid) time off during working hours before the end of his or her notice in order to:

- Look for new employment
- Make arrangements for training for future employment

Requests for time off should be submitted to the employees' Manager as soon as is reasonably practicable. Before authorising the time off the Manager will consider:

- The effect of the employees absence on the running of the business
- The length of the employees notice
- Local job market
- How much advance warning of the proposed time off the employee gives
- Whether the employee is making good use of their time off

### **7.20.14 Appeals Procedure**

Employees who wish to appeal against the application of the selection criteria, or any aspect of the redundancy process may do so in writing within 5 days of being advised of their selection for redundancy to their Manager/HR Department. They will then confirm the selection decision or make appropriate changes to decisions in light of the employees' comments. The appeal level managers' decision in the appeal process is final.



## SECTION 8. OTHER POLICIES

### 8.1 Quality Statement

#### 8.1.1 Scope

The Directors of Safehands Recruitment Limited recognise that the quality of its services is essential to success in business and the Company is committed to meeting customer's quality requirements.

To Safehands Recruitment Limited, quality means supplying a range of workforce solutions, providing the appropriate skills for tightly managed projects and delivering superior performance that can be accurately measured and assessed.

The Directors recognise that it is uneconomic to inspect quality into services and therefore wish to adopt assured methods of working in order to obtain a 'right first time' culture.

#### 8.1.2 Purpose

Everyone within the organisation is responsible for the quality of their work and quality must be the prime objective of all Management.

In order to achieve this Safehands Recruitment Limited will develop, implement, enforce and provide resources to establish and maintain an effective Quality Management System that will include:

- Timely delivery of services which are of a consistent quality and in compliance with customer specification / contract requirements
- Compliance with relevant regulatory and statutory standards
- The identification of quality problems and suitable corrective action to improve the effectiveness of the Management System
- Minimal waste
- Quality Assurance - in the form of regular reviews and records available to clients
- Enhancement of the Company's reputation

The Company recognises the importance of its employees in achieving its business aims and therefore operates a planned system of training within the Quality Management System; to ensure that the necessary skills and motivation exist at all levels in order to meet the Company's policy objectives.

You can contact our quality manager by emailing James Gibbs.

### 8.2 Customer Service Policy Statement

#### 8.2.1 Purpose

Safehands Recruitment is a member of the Recruitment and Employment Confederation (REC) and adheres to their Code of Professional Practice.

At Safehands Recruitment, we endeavour to provide you with the best possible service at all times. If you would like to make any comments, suggestions, raise a query or make a complaint about the service you have received, please contact us, our contact details are set out below. We will respond to your query within 3 – 5 **working days**.

This policy will be kept up to date, to reflect changes in the nature and size of the business. To ensure this, the policy and its effectiveness will be reviewed annually.

#### 8.2.2 Courtesy

All recruitment consultants will be trained in customer service standards; will exhibit customer friendly service skills; and be knowledgeable, professional and courteous in meeting the needs of our customers.

### **8.2.3 Communication**

We, Safehands Recruitment will return all phone calls and emails received from clients and registered candidates and applications in respect of specific vacancies within agreed timescales. Where we are unable to meet this agreement, we will inform you of this as soon as possible and agree a new deadline.

### **8.2.4 Consistency**

As part of our commitment to upholding professional standards, we will review our policies annually to ensure that they continue to meet business needs and the Recruitment and Employment Confederation's Code of Professional Practice; and that they are consistently applied to our customers.

### **8.2.5 Complaints**

Safehands Recruitment seeks fair, just and prompt solutions when possible to any complaints and appeals. All such issues should be directed to the Operations Director in the first instance, where they will be acknowledged and directed to the attention of the appropriate person.

### **8.2.6 Access to Information**

We comply with the provisions of the Data Protection Act 1998. Any personal or confidential information held by us about a client or work seeker is fully accessible to that person or body for review or editing by contacting the Operations Director.

### **8.2.7 Reduce Bureaucracy**

Wherever possible, without compromising our legal requirements and professional standards, we strive to reduce the burden of unnecessary paperwork.

## **8.3 Complaints Policy & Procedure**

### **8.3.1 Policy**

Safehands Recruitment is committed to providing a high level service to our customers. If you do not receive satisfaction from us we need you to tell us about it. This will help us to improve our standards.

### **8.3.2 Procedure**

If you have a complaint, please contact our HR Team. You can write to them at Safehands Recruitment, Kensington House, 33 Imperial Square, Cheltenham, Gloucester, GL50 1QZ.

### **8.3.3 Next Steps**

1. We will send you a letter acknowledging your complaint and asking you to confirm or explain the details set out. We will also let you know the name of the person who will be dealing with your complaint. You can expect to receive our letter within 5 days of us receiving your complaint.
2. We will record your complaint in our central register within a day of having received it.
3. We will acknowledge your reply to our acknowledgment letter and confirm what will happen next. You can expect to receive our acknowledgment letter within 5 days of your reply.
4. We will then start to investigate your complaint. This will normally involve the following steps;
  - We may ask the member of staff who dealt with you to reply your complaint within 5 days of our request;
  - We will then examine the member of staff's reply and the information you have provided for us. If necessary we may ask you to speak to them. This will take up to 4 days from receiving their reply.
5. Our HR representative will then invite you to meet her to discuss and hopefully resolve your complaint. This will be completed within 5 days of the end of our investigation.
6. Within 2 days of the meeting, our HR team will write to you to confirm what took place and any solutions she has agreed with you. If you do not want a meeting or it is not possible, our HR team will send you a detailed reply to your complaint. This will include her suggestions for resolving the matter. This will be within 5 days of completing the investigation.
7. At this stage, if you are still not satisfied you can write to us again. A Director of the company will review HR's decision within 10 days.
8. We will let you know the outcome of this review within 5 days of the end of the review. We will write to you confirming our final position on your complaint and explaining our reasons. If you are still not satisfied, you can contact the

Employment Agencies Standards Inspectorate at the Department for Business Enterprise & Regulatory Reform or the RC, the industry trade association, of which we are a member, by writing to the Professional Standards Team, REC, 15 Welbeck Street, London, W1G 9XT.

If we have to change any of the time scales above, we will let you know and explain why.

## **8.4 Ethical Trading Policy Statement**

### **8.4.1 Policy**

Safehands Recruitment Limited is committed to trading relationships which are commercially viable and ethical. We support fair trade and only operate with manufacturers and sub-contractors who comply with our ethical trading policy. We regularly appraise our suppliers against these criteria.

### **8.4.2 Purpose**

This policy sets out the minimum labour standards which we and our suppliers to comply with:

#### **8.4.2.1 *Employment is freely chosen***

Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively. Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.

#### **8.4.2.2 *Working conditions are safe and hygienic***

Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

#### **8.4.2.3 *Child Labour is not used***

There shall be no new recruitment of child labour.

#### **8.4.2.4 *Wages and Benefits meet the minimum national legal standard***

Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.

#### **8.4.2.5 *Working Hours comply with national laws***

Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. Overtime shall be voluntary.

#### **8.4.2.6 *No discrimination is practised***

There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

#### **8.4.2.7 *Human and Civil Rights are respected***

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

The above is minimum set of standards, and not a maximum set of standards, and should therefore not be used to prevent REP or our suppliers from exceeding these standards.

## **8.5 Environment Policy Statement**

### **8.5.1 Policy**

Safehands Recruitment acknowledges that it has both a legal and moral responsibility to consider environmental impact at all levels of business, in particular its Purchasing Policy, and ensure that best practice solutions such as BPEO (Best Practical Environmental Option) are incorporated in business policies. Safehands Recruitment will ensure that resources are available to assist with those decisions.

### **8.5.2 Purpose**

We will comply with all relevant laws and regulations. This policy is supported by our environmental management documents, which set out specific areas of action and responsibility within fields of:

- Pollution Prevention
- Waste Management
- Energy Efficiency
- Recycling and the use of recycled material

Both policy and management documents are reviewed annually.

It is the responsibility of Safehands Recruitment team and Director's to ensure that this policy is implemented.

To ensure that this policy is implemented throughout , and to drive a continual improvement in environmental performance, this policy requires the support and action of all employees. Communication, training and consultation are, therefore, a key requirement at all levels. Environmental objectives and performance will be reviewed annually by the environmental focus group.

This policy will be made available to all interested parties.