



## Staff Handbook

**STAFF HANDBOOK**  
**Contents**

## Table of Contents

INTRODUCTION .....	5
DISCIPLINARY PROCEDURE .....	6
1. Introduction.....	6
2. Informal procedure.....	6
3. Trial Periods.....	6
4. Formal procedures .....	6
5. Authority to deal with disciplinary decisions.....	6
6. Investigation .....	6
7. Disciplinary meeting .....	7
8. Your legal right to be accompanied at a disciplinary meeting.....	7
9. Recording of formal procedures.....	7
10. Procedures for misconduct.....	7
11. Length of warnings .....	8
12. Procedure for gross misconduct.....	8
13. Appeals Procedure.....	8
GRIEVANCE PROCEDURE .....	9
1. Introduction.....	9
2. Informal Resolution .....	9
3. Formal Procedure .....	9
4. Appeals Procedure.....	10
PERFORMANCE REVIEW PROCEDURE .....	11
1. Introduction.....	11
2. General Procedure.....	11
3. Stages of Procedure.....	11
4. Length of Warning .....	11
5. Dismissal .....	12
6. Appeals Procedure.....	12
7. Performance Review and Appraisal generally.....	12
SICKNESS AND ABSENCE PROCEDURE .....	13
1. Introduction.....	13
2. Your sick pay.....	13
4. Notification.....	13
5. Evidence of illness or injury .....	13
6. Conduct during absence due to sickness or injury .....	14
7. Holidays during sickness.....	14
8. Medical examinations.....	14
9. Light work .....	14
10. Infections / contagious diseases.....	14
11. Exclusions .....	14
12. Loans during periods of absence .....	15
13. Statutory absence.....	15
14. Jury service .....	15
15. Compassionate leave.....	15
AN EXPLANATION OF STATUTORY SICK PAY.....	16
This chapter DOES NOT form part of your contract of employment. ....	16
1. Introduction.....	16
2. Amount of SSP .....	16
3. Eligibility for SSP .....	16
4. Purpose of SSP.....	16

5. Employment and Support Allowance .....	16
6. Authorisation of SSP .....	16
7. Leavers.....	17
8. Records.....	17
9. DSS inspections.....	17
HOLIDAY POLICY AND PROCEDURES .....	18
FAMILY FRIENDLY POLICIES .....	19
1. Time off for dependants .....	19
2. Parental leave .....	19
3. Maternity Leave.....	20
4. Paternity Leave .....	24
5. Adoption Leave and Pay .....	26
6. Flexible Working .....	28
EQUALITY AND DIVERSITY POLICY .....	30
1. Commitment to equal opportunities.....	30
2. Employment Practices .....	30
3. Monitoring and Review Arrangements .....	30
4. Grievance and Disciplinary Procedures .....	30
5. Training.....	30
6. Rehabilitation of Offenders .....	31
7. Equal Pay .....	31
8. Harassment at work .....	31
9. Sexual harassment at work.....	31
10. Racial Discrimination .....	32
11. Age Discrimination.....	32
12. Anti-Slavery and Human Trafficking .....	33
DISABILITY DISCRIMINATION POLICY .....	34
1. Introduction.....	34
2. Recruitment.....	34
3. Induction.....	34
Training and Career Development .....	34
5. Benefits.....	34
6. Harassment.....	34
7. Retention .....	35
8. Adjustment .....	35
9. Action Plan - Removal of Barriers.....	35
HEALTH AND SAFETY POLICY .....	36
1. Introduction.....	36
2. Safety Officer .....	36
3. Evacuation .....	36
4. First Aid.....	37
5. Hazards and Safety Risks .....	37
6. Improvements .....	37
7. Discipline .....	37
8. General Aims of The Company .....	37
9. Display Screen Equipment .....	38
10. Stress Management and Mental Health First Aid.....	38
REDUNDANCY POLICY.....	39
1. What is redundancy?.....	39
COMPUTER, SMART PHONES AND SIMILAR DEVICES, EMAIL, INTERNET AND TELEPHONE POLICY .....	41
1. Computer, Smart Phones and Similar Devices Misuse .....	41
2. Email and the Internet.....	41
3. Use of email summary .....	42
4. Computer software, games and viruses .....	42

5. Telephone Misuse .....	43
BLOGGING POLICY .....	44
SOCIAL MEDIA AND GAMING .....	45
1. Use of Social Media .....	45
2. Prohibited Use .....	45
3. Breach of This Policy .....	45
DATA PROTECTION POLICY (including General Data Protection Regulation – GDPR).....	46
1. Introduction.....	46
2. Data Protection Principles .....	46
3. The kind of information we hold about you .....	46
4. How is your personal information collected?.....	47
5. How we will use information about you.....	47
6. Situations in which we will use your personal information.....	48
7. If you fail to provide personal information.....	49
8. Change of Purpose.....	49
9. How we use particularly sensitive personal information .....	49
10. Our obligations as an employer.....	50
11. Do we need your consent? .....	50
12. Information about criminal convictions .....	50
13. Automated decision-making.....	50
14. Data Sharing .....	51
15. Why might you share my personal information with third parties? .....	51
16. Which third-party service providers process my personal information? .....	51
17. How secure is my information with third-party service providers? .....	51
18. Transferring information outside the EEA.....	51
19. Data Security .....	51
20. Data Retention.....	52
21. Rights of access, correction, erasure and restriction .....	53
22. Right to withdraw consent .....	54
23. Data Privacy Manager.....	54
24. Changes to this Policy .....	54
WHISTLEBLOWING POLICY .....	55
1. What Is whistle-blowing? .....	55
2. Our Policy.....	55
3. Public Interest Disclosure Act 1998 .....	55
4. Who is protected? .....	55
5. What is protected? .....	55
6. What Protection does the worker have?.....	56
OFFICE AND MOBILE PHONE ACCEPTABLE USE POLICY .....	57
1. General Statement .....	57
2. Acceptable Use .....	57
POLICY ON USE OF MOBILE PHONES IN MOTOR VEHICLES.....	58
NO SMOKING POLICY .....	59
1. Principles .....	59
2. Policy.....	59
3. Guidelines .....	59
4. Enforcement of the policy .....	59
ALCOHOL POLICY .....	60
DRUGS POLICY .....	61
DRESS POLICY .....	62
TIME OFF FOR PUBLIC DUTIES .....	63
Outline of provisions .....	63
What is reasonable time off? .....	63
Payment for time off .....	63

## **INTRODUCTION**

The purpose of this handbook is to explain what expectations of behaviour and personal conduct Aster Maintenance Ltd, Coolheat Ltd and Air Design Specialists Ltd (hereafter referred to as The Company) has of you and set out our policies on important matters that affect you as an employee.

### **CONDUCT**

The following are examples of conduct that The Company regards as misconduct or gross misconduct. It is a rule of your employment that you will not commit acts of misconduct or gross misconduct as set out below or of a similar nature.

#### **Misconduct:**

- Bad timekeeping.
- Unauthorised absence.
- Minor damage to property.
- Minor breach of rules and timesheets.
- Failure to observe procedures.
- Rudeness to clients or colleagues.
- Abusive behaviour.
- Unsatisfactory attendance.
- Unsatisfactory sickness record.
- Careless loss or damage of tools or equipment.
- Unauthorised use of telephones.
- Failure to wear protective clothing provided for your safety.
- Unfitting behaviour.
- Failure to carry out lawful instructions.
- Unauthorised use of access to the Internet.
- Any form of unlawful discrimination.

#### **Gross misconduct:**

- Theft or unauthorised possession of any property belonging to someone else.
- Serious deliberate or reckless damage to property.
- Falsification of reports, accounts, expense claims or self-certification forms.
- Refusal to carry out duties or reasonable instructions.
- Intoxication by reason of drink or drugs.
- Possession of illegal drugs.
- Serious breach of rules.
- Fighting or other violent, dangerous or intimidating conduct.
- Bullying, sexual, racial or other harassment of a fellow employee.
- Gross negligence or incompetence.
- Conviction on a criminal charge.
- Receiving any sentence of imprisonment.
- Bringing our business or us into disrepute.
- Sending abusive, scandalous, obscene or defamatory communications of any kind including e-mail within the office or on the Internet, in text messages or any other media.
- Accessing or downloading any rude or obscene images or other material from the Internet or by email or text message or otherwise being in possession of rude or obscene material or publications or images in any media at your place of work or during working hours.

You are expected to turn up for work on time and to work your required hours. Bad timekeeping or taking unauthorised time off will be regarded as misconduct.

## **DISCIPLINARY PROCEDURE**

### **1. Introduction**

The procedures outlined below are for the purpose of dealing with employees whose behaviour is not satisfactory. They will usually be adopted in the interests of fairness but are not contractually binding and The Company can dismiss you without following the procedures.

These procedures do not constitute a term of your contract of employment. They should be regarded as a guideline only and may be adapted in any particular case to suit the circumstances. It may be necessary to jump a stage or stages in this procedure or speed up the process. Furthermore, the procedures may be amended by The Company from time to time, as it considers appropriate.

If circumstances beyond your control or The Company's control prevent a step in the procedure being followed then neither party may be reasonably expected to follow the procedure.

Where a discipline issue arises it is unfortunately inevitable that other employees will sometimes find out what is going on. However as far as possible it is The Company's intention that all disciplinary action will be treated as confidential between you and the individuals directly involved in the process. Records, witness statements and decisions will be kept confidentially and in accordance with the Data Protection Act.

### **2. Informal procedure**

The Company hopes to resolve conduct problems informally and that The Company does not have to use formal procedures except when The Company has no alternative.

### **3. Trial Periods**

During a trial period any misconduct may lead to dismissal. This may be with or without notice but where you are entitled to notice you may be paid in lieu of notice in accordance with your contract.

### **4. Formal procedures**

The formal procedures are designed to enable problems of alleged misconduct to be dealt with quickly, fairly and consistently.

Formal disciplinary action will consist of:

- First written warning.
- Final written warning.
- Dismissal.

You will not usually be dismissed for your first breach of conduct unless it is gross misconduct.

### **5. Authority to deal with disciplinary decisions**

A formal decision about a disciplinary matter will only be made by Managing Director or above. Usually separate individuals will deal with the decision and appeal.

### **6. Investigation**

Before any disciplinary decision is made there will normally be an investigation to establish the facts. It may be necessary to suspend you while the investigation takes place. Sometimes you will be asked to attend a meeting as part of the investigation but this is only to try and find out what happened and not to make a decision or take disciplinary action.

## **7. Disciplinary meeting**

If it is thought necessary to consider disciplinary action you will be told what the complaint against you is. You will be sent or given a letter or statement saying what it is alleged you have done wrong and why it is wrong. You will be given the opportunity to see any relevant information and statements. You will usually be asked to attend a disciplinary meeting so that you can respond to what it is said you have done wrong. Both The Company and employee must attend the meeting if reasonably possible. After the meeting you will be notified in writing by sending you or handing you a letter telling you what we have decided about the complaint and what The Company has decided to do about it. The letter will tell you how to appeal if you are unhappy about the procedure or the decision taken.

## **8. Your legal right to be accompanied at a disciplinary meeting**

At any disciplinary meeting you can if you want be accompanied by a fellow employee or by a trade union official. The trade union does not have to be recognised by The Company for the purpose of collective bargaining. You can choose who will accompany you.

A trade union official has to be approved by the Union as having had training in accompanying workers to disciplinary meetings and be able to provide The Company with a letter or business card to show this.

If you want to be accompanied you must tell The Company before the meeting. The Company does not have to let you be accompanied if The Company think your request is unreasonable. For example if you ask to be accompanied by someone who is also involved in what has happened whose presence might prejudice the meeting. If necessary The Company will postpone the meeting for up to 5 days for you to arrange someone to accompany you.

At the meeting you cannot get your companion to answer questions for you although The Company will listen to whatever they want to say for you. If you do not want to answer questions you do not have to but The Company can still make up our mind on the evidence we do hear.

## **9. Recording of formal procedures**

Whatever formal disciplinary action The Company takes we will make notes of what is said and done and you will be asked to sign them to confirm that they contain a true record of what took place. A copy will be retained in your confidential personnel file.

## **10. Procedures for misconduct**

After a disciplinary meeting, if it is the decision of the meeting that you are guilty of misconduct a decision will be made what to do about it and it will usually involve one of the following procedures:

### **10.1. First written warning**

This will be given to you in writing. This will contain a summary of the incident or circumstances and the consequences of future repetition. The warning will set out improvements in conduct required to be achieved and maintained and the duration of the warning, and the consequences of failure to respond as required. If your conduct afterwards is satisfactory the warning will be treated as spent after a specified period starting with the day that the warning is given to you, after which it will lapse and be disregarded in any future disciplinary procedures.

### **10.2. Final written warning**

This will be given to you in writing. This warning will state that if you commit a further offence of misconduct your employment will be terminated. As with a first written warning, if your conduct afterwards is satisfactory the warning will be treated as spent after a specified period starting with the day that the warning is given to you, after which it will lapse and be disregarded in any future disciplinary procedures.

### **10.3. Dismissal or other serious steps**

This stage will normally result from your failure to act upon the requirements of behaviour and conduct made in the previous stages of the warning procedure. But it may arise simply due to the seriousness of the incident or the behaviour that has occurred. Dismissal will usually take effect immediately so that you will not be required to work any notice period. However in some circumstances The Company may not decide to dismiss you, but to apply another serious sanction such as demotion, or suspension without pay.

## **11. Length of warnings**

A warning will usually apply for a specified period taking into account the seriousness of the matter, after which it will lapse and be disregarded in any future disciplinary procedures. The period will usually be 6 months but The Company may specify a shorter or longer period depending upon the seriousness of the misconduct involved in giving rise to the warning being given to you.

## **12. Procedure for gross misconduct**

As with other misconduct there will be a full investigation in cases of alleged gross misconduct. Usually you will be suspended while the investigation takes place because gross misconduct is so serious. The procedure followed will be exactly as for other misconduct. But if The Company finds that gross misconduct has occurred The Company will normally immediately dismiss you without notice or pay in lieu of notice. Exceptionally other disciplinary action may be taken instead.

## **13. Appeals Procedure**

You have the right to appeal against a disciplinary decision, arising from the procedures set out above whether formal or informal. The letter telling you the outcome of a disciplinary meeting will remind you of your right of appeal.

You must put your appeal in writing, setting out why you want to appeal and what you disagree with in the original decision, and send it or deliver it to Managing Director so that it is received within 5 working days of the next working day after you receive written confirmation of the decision.

There will usually be an appeal meeting. As at the disciplinary meeting you have the right to be accompanied by a work colleague or trade union official and to have the hearing postponed.

The appeal hearing will be conducted within a reasonable period of the appeal being lodged.

Both The Company and the employee must attend the meeting if reasonably possible. If possible the appeal meeting will be conducted by someone senior to the person who made the decision appealed against and that person will decide the appeal.

The outcome will either be:

- to reject the appeal and confirm the original disciplinary action; or:
- to uphold the appeal and reduce or revoke the original disciplinary action.

The result of the appeal will be confirmed in writing within 10 working days of the appeal meeting. The decision at the appeal stage is final.

## **GRIEVANCE PROCEDURE**

### **1. Introduction**

There may be circumstances due to pressure of work or otherwise in which misunderstandings or grievances may arise.

Redress of those grievances may be sought in accordance with the following procedure that will usually be adopted in the interests of fairness, and complies with the statutory grievance procedures but is not contractually binding.

If you believe that you might be exposed to violent abusive or intimidating behaviour by going through the grievance procedure leading to serious physical or mental harm or threat to your property or a third party or you have been harassed you will not normally be expected to go through the formal grievance procedure but similarly if The Company believes that you or a third party may subject them to violence or abuse they do not have to follow it.

If circumstances beyond your control or The Company's control prevent a step in the procedure being followed then neither party may be reasonably expected to follow the procedure.

You have the same legal right to be accompanied at a grievance hearing as you have at a disciplinary hearing as set out above where the grievance is one that involves The Company's duties to you. For example this would be the case where your grievance alleges a breach of The Company's contractual duties towards you or a failure to prevent bullying or harassment or failure to safeguard your rights as a disabled person.

### **2. Informal Resolution**

If you have a question or grievance which concerns you personally and directly and which requires to be resolved, you should discuss the matter informally with Managing Director.

### **3. Formal Procedure**

If a matter cannot be resolved informally then you may set out your grievance in writing to Managing Director who will arrange a meeting with you as soon as is reasonably practicable.

You must inform The Company of the basis for your grievance – what you are unhappy about and why – in your letter.

As at a disciplinary meeting you have the right to be accompanied by a work colleague. Your grievance will be fully considered and investigated. Both The Company and the employee must take all reasonable steps to attend the meeting.

A decision will be made and given to you in writing within 14 working days or otherwise as soon as is reasonably practicable. The letter will remind you of your right to appeal. This decision will be recorded on your personnel file.

#### **4. Appeals Procedure**

You have the right to appeal against a grievance decision, arising from the procedures set out above whether formal or informal.

You must put your appeal in writing, setting out why you want to appeal and what you disagree with in the original decision, and send it or deliver it to Managing Director so that it is received within 5 working days of the next working day after you receive written confirmation of the decision.

There will be an appeal meeting. As at the disciplinary meeting you have the right to be accompanied by a work colleague or trade union official and to have the hearing postponed.

The appeal hearing will be conducted within a reasonable period of the appeal being lodged by someone who is senior to the person who deal with the grievance if possible.

The outcome will either be:

- to reject the appeal and confirm the original decision; or:
- to uphold the appeal and make a different decision.

The result of the appeal will be confirmed in writing within 10 working days of the hearing.

The decision at the appeal stage is final.

## **PERFORMANCE REVIEW PROCEDURE**

### **1. Introduction**

The Company recognises that there can be reasons for poor job performance other than misconduct. To deal with such problems The Company has this procedure and it will usually be adopted in the interests of fairness but is not contractually binding and we can dismiss you without following it.

New employees during their trial period will be liable to dismissal at any time during the trial period and the procedure will not usually be applied to them.

### **2. General Procedure**

The first stage in dealing with poor job performance is to investigate whether the matter is a disciplinary matter or a capability/performance matter.

Incapacity/poor performance will arise where you have been set realistic targets and objectives but are unable to achieve them. If targets and objectives are highlighted but you intentionally fail to take action and/or refuse to carry out The Company's reasonable instructions, it may be treated as misconduct under the disciplinary procedure.

### **3. Stages of Procedure**

#### **3.1. Performance Review meeting**

The cause of poor performance will be investigated and established. You will be asked for an explanation. Where the reason is lack of required skills, where practicable you will be assisted with training and given a reasonable time to reach the required standard performance. As at a disciplinary meeting you have the right to be accompanied at a performance review meeting where your employment is at risk.

#### **3.2. Formal Warnings**

Where despite assistance you cannot reach the required standard the consequence of any failure to meet the required standard will be explained in writing as follows:

##### **3.2.1. First Written Warning**

You will be told the precise nature of the poor performance in writing, the level of performance and improvement required and a realistic time limit for achieving that improvement and warned of the consequence of failure to achieve or maintain the improvement.

##### **3.2.2. Final Written Warning**

If there is no improvement or not sufficient improvement or it is not maintained for the period stated, you will be given a final written warning setting out the details as in a first written warning, but with final warning that failure to improve this time may result in your dismissal.

### **4. Length of Warning**

First written warnings will have a time limit of one month and a final written warning will have a time limit of two months. In each case The Company will specify the length of the warning but reserve the right to extend the length of it in appropriate circumstances.

## **5. Dismissal**

If there is still no improvement or not sufficient improvement or it has not been maintained for the period stated above, then you may be dismissed with notice. However, there will be another Performance Review meeting prior to which you will be requested to attend in writing and will be entitled to be accompanied before a decision is made to dismiss you.

## **6. Appeals Procedure**

You have the right to appeal against a decision, arising from the procedure in exactly the same way as you can appeal against a disciplinary decision.

## **7. Performance Review and Appraisal generally**

It is a normal managerial function to monitor and evaluate an individual's performance of their job. The role of management necessarily includes taking appropriate action to ensure that employees are performing the duties that 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 The Company and ask for help if you feel that you need it.

## **SICKNESS AND ABSENCE PROCEDURE**

### **1. Introduction**

What follows is how The Company deals with absence from work due to injury or sickness. The rules set out below form part of your contract of employment. It is a condition of your employment that you abide by the rules of this scheme.

Any benefit whether SSP, sick pay or permission to be absent from work will only apply if you obey these rules as applicable to that benefit. Please read this section carefully so that you understand exactly what you must do if sickness or injury prevents you from working.

### **2. Your sick pay**

The pay that you receive when off sick can be made up of the following:-

- SSP paid directly to you by your employer subject to you qualifying for payment of SSP, or
- Employment and Support Allowance, which you must claim direct from your local DWP office if you are not entitled to receive SSP.

The total amount of your sick pay including SSP or incapacity benefit that you receive will not exceed your normal pay. All sick pay except Employment and Support Allowance is subject to PAYE Income Tax and National Insurance deduction.

### **3. Authorised absence from work**

Any absence from work will only be authorised in the following cases:

- Absence due to genuine personal sickness or injury and you have complied with notification and evidence rules set out below to our satisfaction or:
- You had written prior permission to be absent from work or:
- Your absence is due to a genuine reason outside your control that is acceptable to us. Emergency.

We can withhold pay for all or part of any unauthorised absence.

### **4. Notification**

If you are absent from work due to illness or injury which incapacitates you from doing work you are employed to do you must notify us by telephone as soon as you fall sick and know that you will be unable to get to work. You must give sufficient details on the telephone about your illness or injury and indication as to when you expect to be able to return. You are expected to regularly update us throughout absence by telephone or post.

### **5. Evidence of illness or injury**

#### **5.1 Self Certification**

If your absence lasts less than seven calendar days (including Saturday and Sunday) inclusive of the first day of absence, you must complete a self-certification form stating the reasons for your absence to our satisfaction and we will authorise your absence. No sick pay will be paid unless we have authorised your absence.

#### **5.2 Medical Certificates**

If you are absent for more than seven calendar days including Saturdays and Sundays (or as soon as you know you will be away from work more than seven calendar days) you must get a medical statement from your own doctor which must be sent to us and you must tell us when you believe you will be fit to return to work.

## **6. Conduct during absence due to sickness or injury**

You are expected to return to fitness and work as soon as possible. We would not expect anyone absent from work due to sickness or injury to:-

- Participate in sports, hobbies or social activities inconsistent with the alleged illness or injury or which could aggravate it and delay recovery.
- Undertake any other work paid or unpaid.
- Engage in any work around the house in terms of home improvements or building and similar activity.
- Engage in any other activity inconsistent with your alleged illness or injury.

These are just examples and are not exclusive reasons for doubting medical certificates.

## **7. Holidays during sickness**

Going away on a holiday (whether pre-booked or not) or taking part in other outside activities or attending, conferences, meetings, sports or leisure activities during sick leave may be deemed to be a breach of The Company's rules if it is inconsistent with your illness or injury and you may be subject to disciplinary action. However the fact that you are on sick leave does not affect your entitlement to paid annual leave under the Working Time Regulations.

## **8. Medical examinations**

You may be asked to come to work to discuss your absence when you are off sick or we may visit you at home. You may also be required to submit to a medical examination during or after any absence from work due to sickness or injury. Should a doctor appointed by The Company require details of your medical history you will be required to give your written consent to giving him permission to contact your doctor (either GP or Consultant) for your medical records or for a medical report subject to your rights under the Access To Medical Records Act 1988 and Access To Health Records Act 1990.

You may be required to submit to a medical examination by an independent consultant at our expense and will be required to give your written consent to a report being sent to our doctor who will disclose to us any relevant details regarding your fitness to work. You will give your GP consent to liaise with our doctor regarding your case. All medical information will be kept confidential.

## **9. Light work**

The Company has the right to require you to undertake any reasonable duties having due regard to the nature of any illness or injury including requiring you to attend for work and undertake alternative or light duties or work shorter hours for a period of time and The Company may offer a rate of pay applicable to the alternative duties or shorter hours.

## **10. Infections / contagious diseases**

You must report to The Company as soon as possible if you come into contact with anyone suffering an infection or contagious disease or contract such a disease yourself. You may be required to come to work or to stay at home on full pay subject to medical advice.

## **11. Exclusions**

There is no entitlement to any sick pay (including, in some cases, SSP) where The Company is not satisfied that you are genuinely incapable for work or entitled to sick pay because:

- You have entered false information on any form including a Self Certification form.
- You have failed to follow this policy and rules.
- There are serious doubts about the circumstances surrounding your claims for sick pay.
- Your absence record is in our opinion excessive.

## **12. Loans during periods of absence**

If you are absent from work through injuries caused by the actionable negligence, nuisance or breach of statutory duty of any third party in respect of which damages are recoverable, you must inform The Company immediately. Any payment made for all or part of any absence under the sick pay scheme by The Company (other than SSP) shall be by way of a loan that must be repaid in full from monies recovered from the third party. If damages are settled on a proportionate basis, The Company will require full details. The amount of any repayment required will be determined by The Company, but will not exceed the actual damages recovered.

## **13. Statutory absence**

The Company will authorise absence where required to do so by law for statutory purposes including Trade Union activities; duties of employee representatives, and safety representatives; time off to accompany fellow employees to disciplinary and grievance hearings; public duties; parental leave; time off for dependants; paternity leave; adoption leave; and maternity leave. Such absence will be paid or unpaid according to the relevant statutory provision.

## **14. Jury service**

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. Any payment made during jury service shall be at The Company's discretion and shall be by way of a loan which you shall repay by payment to The Company of such sums if any which you recover by way of financial loss allowance and subsistence allowance from the court.

## **15. Compassionate leave**

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

## **AN EXPLANATION OF STATUTORY SICK PAY**

This chapter DOES NOT form part of your contract of employment.

### **1. Introduction**

Statutory sick pay (SSP) is paid by The Company as your employer through the normal payroll for up to 28 weeks in any period of incapacity for work or linked periods.

### **2. Amount of SSP**

There is one rate of SSP payable for employees earning over the lower earnings limit set by the government. SSP is subject to deduction of income tax and class 1 National Insurance contributions and any other lawful deductions.

### **3. Eligibility for SSP**

All employees are eligible provided:

- Your average weekly earnings are at least the lower earnings limit.
- You are incapable of work for four or more consecutive days including Saturdays and Sundays and public and Bank holidays. Sickness on these days must be reported whether or not you would normally work. Periods of incapacity for work (PIWs) 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 earlier spells.
- You are sick on "qualifying days". Your qualifying days will be those normally worked under your contract of employment. The first three qualifying days in any PIW or linked PIWs count as waiting days and no SSP is payable. On the fourth qualifying day SSP becomes payable. If you receive sick pay from your employer, you cannot receive SSP as well.
- You do not fall into any of the following categories on the first day of a PIW:
  - average weekly earnings over the last eight weeks 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 PIWs;
  - you are in prison or being held by the police or other lawful authorities.

### **4. Purpose of SSP**

It can only be paid when you are genuinely ill and incapable of coming to work. The Company may be entitled to investigate your reasons for absence before making payments of SSP to you.

### **5. Employment and Support Allowance**

You may be eligible to receive Employment and Support Allowance. The rates differ from SSP and they are not paid at a flat rate and subject to tax. If you receive any state benefits you must inform us as they will normally be deducted from your pay.

### **6. Authorisation of SSP**

SSP may be withheld if there is any reason to believe you are not ill or your injury or illness does not prevent you from working. If you fail to comply with any rules you may not receive SSP. Government regulations contain a Right of Appeal to an adjudication officer at the DSS if you believe your SSP has been withheld incorrectly.

### **7. Leavers**

If you are sick when you leave The Company's employment you may request we supply you with a statement relating to the payment of SSP, which you should give to any new employer if you obtain new employment within eight weeks of receiving it.

### **8. Records**

The Company is obliged to keep records for three years from the end of each tax year showing the dates of each reported PIW and details of SSP paid to each employee.

### **9. DSS inspections**

DSS inspectors are empowered to make spot checks to ensure The Company is correctly applying SSP rules and investigate the circumstances of individual cases.

## **HOLIDAY POLICY AND PROCEDURES**

Your holiday entitlement is contained in your contract.

Application to take holiday is made by the completion of a holiday request form. This must be approved and signed by Managing Director.

The Company cannot promise that you will always be able to take your holiday when you want to take it but we will always try to arrange this subject to the overall operating needs of the business.

You may be required to take all or part of any remaining holiday entitlement during a period of notice or Garden Leave.

Your holiday entitlement includes your entitlement to paid annual leave under the Working Time Regulations 1998.

## **FAMILY FRIENDLY POLICIES**

### **1. Time off for dependants**

You have the right to take a reasonable period of 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:

- 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 the death of a dependant; for example, to make funeral arrangements or to attend a funeral;
- 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 somebody 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.

In most cases, the amount of leave which the law entitles you to will be one or two days at the most, but this will depend on individual circumstances. You may be able to take a longer period of leave if we agree.

The right to time off for dependants does not include a right to be paid during your time off.

You must tell us 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 us due to the nature of the emergency, you must explain 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 may be able to arrange to take this time as part of your annual holiday entitlement.

### **2. Parental leave**

The right to parental leave applies to you when you have completed one year's service with us. It allows parents to take 18 weeks parental leave to care for each child. Your right to take the leave lasts until the child's fifth birthday or until five years has elapsed following placement in the case of adoption. If you are a parent of a disabled child you will be able to use your leave over a longer period, up until the child's 18th birthday.

The right applies to mothers and fathers and to a person who has obtained formal parental responsibility for a child under the Children Act or its Scottish equivalent. Parents are able to start taking parental leave when the child is born or placed for adoption or as soon as they have completed one year's service, whichever is later.

The key elements of parental leave are:

- 18 weeks' parental leave for each child;
- a right to take the leave which lasts until the child's fifth birthday or until five years have elapsed following placement in the case of adoption;
- if you are a parent of a disabled child you will be able to use your leave over a longer period, up until the child's 18th birthday;
- you will remain employed while on parental leave but you do not have the right to be paid during parental leave.
- at the end of parental leave you are guaranteed the right to return to the same job as before, or, if that is not practicable, a similar job which has the same or better status, terms and conditions as the old job; where the leave taken is for a period of 4 weeks or less, you will be entitled to go back to the same job.

You can take parental leave

- in blocks or multiples of one week
- after giving 21 days notice to your employer
- up to a maximum of four weeks leave in a year
- subject to postponement by your employer for up to 6 months where business cannot cope
- but leave cannot be postponed when the employee gives notice to take it immediately after the time the child is born or is placed with the family for adoption

If you are the parent of a disabled child you have the flexibility to take leave a day at a time or longer if you wish. A disabled child is a child for whom disability living allowance is awarded.

When you begin your employment we may make enquiries of your previous employer or seek a declaration from you about how much parental leave you have already taken.

### **3. Maternity Leave**

We will not unreasonably refuse you time off work in order to attend an appointment for antenatal care which has been made on the advice of your doctor or midwife or health visitor. You may also be required to produce your antenatal appointment card. Time off should only be requested if it is not possible to arrange the antenatal appointment outside working hours.

#### **3.1 Ordinary maternity leave**

You are entitled to ordinary maternity leave if, when you are pregnant:

- a) by at least the end of the 15th week before the week in which your baby is expected to be born or, if that is not reasonably practicable, as soon as is reasonably practicable, you notify us of –
  - (i) your pregnancy;
  - (ii) the expected week of childbirth, and
  - (iii) the date on which you intend your ordinary maternity leave period to start,and

- b) if requested to do so, you produce for inspection a certificate from –
  - (i) a registered medical practitioner, or
  - (ii) a registered midwife, stating the expected week of childbirth.

This will normally be on a Maternity Certificate MAT B1, which shows the date the baby is due, which will be given to you by your doctor or midwife.

The notification of the date on which you intend your ordinary maternity leave period to start, should not specify a date earlier than the beginning of the eleventh week before the expected week of childbirth.

You may change the date on which you intend your ordinary maternity leave period to start as long as you give us 28 days advance warning of the new date if it is reasonably practicable to do so.

Where your ordinary maternity leave period commences with the day that follows the first day after the beginning of the fourth week before the expected week of childbirth on which you are absent from work wholly or partly because of pregnancy you do not have to notify us of the start date of your intended ordinary maternity leave. But you are not entitled to ordinary maternity leave unless you do notify us as soon as is reasonably practicable that you are absent from work wholly or partly because of pregnancy.

Where your ordinary maternity leave period commences with the day on which childbirth occurs you do not have to notify us of the intended start date of your ordinary maternity leave but you are not entitled to ordinary maternity leave unless you notify us in writing as soon as is reasonably practicable after the birth of the fact that you have given birth and the date that this occurred.

We request that all notifications of your pregnancy and the intended date of your maternity leave should be made in writing using our Maternity Leave Notification Form. We will write to you within 28 days of receipt telling you the date when we expect you to return to work at the end of your additional maternity leave.

### **3.2 Additional maternity leave**

If you are entitled to ordinary maternity leave you are also entitled to additional maternity leave.

### **3.3 Notification of return to work**

If you wish to return to work at any time before the end of your additional maternity leave you must give us 8 weeks' notice (which does not have to be in writing). If you do not do so we can postpone your return so that 8 weeks' notice has been given provided that the postponed date of return is no later than the date that your maternity leave would otherwise have ended.

### **3.4 Commencement of maternity leave**

Ordinary maternity leave commences on the last date you notify us is your intended start date, or if earlier the day that follows the first day after the beginning of the fourth week before the expected week of childbirth on which you are absent from work wholly or partly because of pregnancy. If your ordinary maternity leave has not started when the birth occurs it commences on the day that follows the day on which the birth occurs. Additional maternity leave commences on the day after the last day of your ordinary maternity leave.

### **3.5 Duration of maternity leave**

Ordinary maternity leave continues for 26 weeks from commencement or until the end of any compulsory maternity leave after that date. Additional maternity leave continues for a further 26 weeks at the end of your ordinary maternity leave. If you are dismissed during maternity leave the maternity leave ends at the time of dismissal.

### **3.6 Continuation of your contract of employment**

During both ordinary and additional maternity leave your contract of employment continues and you are entitled to the benefit of those terms and conditions which would have applied to you had you not been absent on maternity leave except for your right to receive the monetary element of your wages or salary.

You are also bound by your obligations under your contract of employment subject to your right to take maternity leave.

### **3.7 Keeping in Touch Days**

During your period of maternity leave you may by prior agreement come back to work for up to 10 days without it affecting your entitlement to maternity leave or SMP. Any work carried out on a particular day counts as a day's work for this purpose. These days are known as "Keeping in Touch Days". You are not obliged to work any Keeping in Touch days nor are we obliged to allow you to do so. Any arrangements for you to work any Keeping in Touch days will be made with you during your maternity leave and confirmed in writing.

### **3.8 Return to work at the end of maternity leave:**

- Ordinary maternity leave: you are entitled to return to the job you did before your period of leave on no less favourable terms than before with your seniority and pension rights preserved as if you had not been absent
- Additional maternity leave: you are entitled to return to the job you did before your period of leave or if it is not reasonably practicable for us to let you return to that job, to another job which is both suitable and appropriate for you and on no less favourable terms than before with your seniority and pension rights preserved as if you had not been absent

### **3.9 Redundancy during maternity leave**

If during your ordinary or additional maternity leave it is not practicable for us to employ you under your existing contract of employment due to redundancy you are entitled to be offered an alternative job at the end of your existing contract if there is a suitable vacancy for a job which is for work which it is appropriate for you to do and on terms no less favourable than your existing terms and conditions. The alternative job may be with a successor, an associated employer or us.

### **3.10 Pay during maternity leave**

You are not entitled to receive your wages or salary but you are entitled to Statutory Maternity Pay ("SMP") according to the following rules:

In order to qualify for SMP you must satisfy the following criteria:

- a) You must have completed 26 weeks continuous employment with us by the end of the fifteenth week before your expected week of childbirth.
- b) You must still be pregnant or have had your baby by then at the beginning of the eleventh week before the expected week of childbirth.
- c) Your earnings must be more than a lower earnings limit for National Insurance payment purposes.
- d) You must have started a period of maternity leave.
- e) You must have given us notification of your pregnancy.

SMP is payable for a maximum period of 39 weeks and is subject to deductions for tax, National Insurance and any of your deductions which we may legally make.

If you do not qualify for SMP you may claim state maternity allowance for the same period.

### **3.11 Pension contributions**

If you are a member of an occupational pension scheme your employer's contributions will continue during your maternity leave as if you were still at work earning your normal pay for so long as you are entitled to SMP.

However any employee contribution that you make will be related to the actual SMP received.

### **3.12 Bonuses and changes in remuneration during your maternity leave**

If the remuneration for your job increases while you are on maternity leave your earnings related SMP (the first six weeks' pay) will be increased too and when you return to work you will receive the increase rate of pay. If you have a right to receive a bonus under your contract of employment then you will receive that bonus while you are on maternity leave so far as it relates to that part of the year when you were at work and entitled to remuneration.

### **3.13 Holidays and annual leave**

Your holiday entitlement will continue to accrue during maternity leave. In many cases a period of maternity leave will last beyond the end of the holiday year. Any holiday entitlement for the year that cannot reasonably be taken before starting your maternity leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion.

You should discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager

### **3.14 Health and Safety**

If you are pregnant and employed in a position which has been identified as posing a risk to your health or to that of your unborn child you will be notified immediately and arrangements will be made to eliminate the risk.

For this reason you are required to notify us as soon as you are aware that you may be pregnant and arrangements will then be made to alter your working conditions or if that is not possible and such a job is available to offer you a suitable alternative job. If there is no suitable alternative job we have the right to suspend you on full pay until you are no longer at risk. The alternative arrangements may continue after the birth of the child if you return to work and are still considered to be at risk.

If you have concern about your own health or safety at any time, please consult our Safety Officer immediately.

Should it be necessary for you to be suspended from work then assuming that you qualify for the statutory rights mentioned above and comply with the notification obligations your period of maternity leave will normally start at the beginning of the sixth week before the expected week of childbirth. Assuming you are eligible, then at that stage, payments of SMP as opposed to normal salary will start.

### **3.15 Compulsory maternity leave**

We cannot permit you to work during the period of 2 weeks that commences on the day of childbirth (or 4 weeks if you are a factory worker).

### **3.16 Protection from detriment**

The law protects you from any detriment (or disadvantage) in employment because you are pregnant or have a child. You cannot be treated less well than any other employee because you take time off for maternity related reasons or take maternity leave.

## **4. Paternity Leave**

The law entitles the father of a child (and some others) to take paid paternity leave.

### **4.1 Who can take paternity leave?**

In order to qualify for paternity leave you must satisfy the following conditions:

- have worked continuously for us for 26 weeks leading into the 15th week before the baby is due.
- be the biological father of the child or the mother's husband or partner.
- where the child is adopted be married to, or the partner of, the child's adopter.
- have or expect to have responsibility (or if not the child's father, main responsibility apart from the mother) for the child's upbringing.
- Where a local authority places a child with you and/or your partner under a fostering for adoption arrangement and you expect to have main responsibility with your partner for the child's upbringing.

We require that you provide an SC3 or SC4 self-certificate as evidence that you meet these eligibility conditions.

### **4.2 Length of paternity leave**

If eligible you are entitled to choose to take either one week or two consecutive weeks' paternity leave (not odd days). You decide whether to have just one week or a fortnight. You cannot take a week at one time and another week later.

You can choose to start the leave:

- after the date of the child's birth (whether this is earlier or later than expected), or adoption placement, or
- from a chosen date.

Leave can start on any day of the week on or following the child's birth or adoption placement but must be completed:

- within 56 days of the actual date of birth of the child or adoption placement, or
- if the child is born early, within the period from the actual date of birth up to 56 days after the expected week of birth.

Only one period of leave will be available to you irrespective of whether more than one child is born as the result of the same pregnancy.

#### **4.3 Statutory Paternity Pay**

During their paternity leave, most of you will be entitled to Statutory Paternity Pay (SPP) from us. Statutory Paternity Pay will be paid for either one or two consecutive weeks as you have chosen. However if you have average weekly earnings below the Lower Earnings Limit for National Insurance purposes you will not qualify for SPP.

SPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings over the relevant period if this is lower. For details of the current prescribed rate, please contact the Managing Director.

#### **4.4 Notice of intention to take paternity leave**

You must tell us of your intention to take paternity leave by the fifteenth week before the baby is expected, unless this is not reasonably practicable. You must tell us as soon as it is reasonably practicable.

We need to know:

- the week the baby is due or the expected placement date
- whether you wish to take one or two weeks' leave
- when you want the leave to start.

You can change your mind about the date on which you want the leave to start providing you tell us at least 28 days in advance (unless this is not reasonably practicable). We also need to know the date you expect any payments of SPP to start at least 28 days in advance, unless this is not reasonably practicable.

We may require a signed declaration from you that you are taking paternity leave to care for the child or to support the child's other parent in caring for the child.

#### **4.5 Self certificate**

You must give us a completed SC3 or SC4 self-certificate as evidence of your entitlement to SPP and paternity leave. The self certificate must include a declaration that you meet the eligibility conditions and provide the information specified above as part of the notice requirements. A self certificate form is available on request from us.

The SC3 applies where you are the child's father and if the child is adopted you should use an SC4.

#### **4.6 Contractual benefits**

You are entitled to the benefit of your normal terms and conditions of employment, except for terms relating to wages or salary (unless your contract of employment provides otherwise) throughout your paternity leave. However, most of you will be entitled to SPP for this period.

#### **4.7 Annual Leave**

Annual leave entitlement under your contract shall continue to accrue.

Our holiday year runs from 1 April to 31 March, If you are taking a period of paternity leave that will finish very close to the end of the year or continue into the next holiday year, any holiday entitlement for the year that cannot reasonably be taken before starting your paternity leave can be carried over to the next holiday year and must be taken within three months of returning to work unless your manager agrees otherwise. You should discuss your holiday plans with your manager in good time before starting your paternity leave. All holiday dates are subject to approval by your manager.

#### **4.8 Pensions**

During paternity leave we shall continue to make any employer contributions that we usually make into your occupational pension scheme, based on what your earnings would have been if you had not been on paternity leave provided that you continue to make contributions based on the paternity pay you are receiving. If you wish to increase your contributions to make up any shortfall you should contact the Managing Director.

#### **4.9 Return to work after paternity leave**

You will be entitled to return to the same job following paternity leave.

Your terms of employment will be the same as if you have not been absent.

However, if you have taken paternity leave straight after or straight before a period of parental leave of more than four weeks, and it is not reasonably practicable for us to allow you to return to the same job, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

### **5. Adoption Leave and Pay**

You can take paid leave when a child is newly placed for adoption in a similar way to the right of maternity leave.

Adoption leave and pay will be available to:

- individuals who adopt;
- one member of a couple where a couple adopt jointly (the couple may choose which partner takes adoption leave).

The partner of an individual who adopts, or the other member of a couple who are adopting jointly, may be entitled to paternity leave and pay.

Both paid adoption leave and paid paternity leave are available where an approved adoption agency notifies the adopter of a match with a child.

To qualify for adoption leave, you must:

- be newly matched with a child for adoption by an approved adoption agency;
- have worked continuously for us for 26 weeks leading into the week in which you are notified of being matched with a child for adoption.

Adoption leave and pay is not available in circumstances where a child is not newly matched for adoption, for example when a step-parent is adopting a partner's children.

Adopters are entitled to up to 26 weeks' ordinary adoption leave followed immediately by up to 26 weeks' additional adoption leave - a total of up to 52 weeks' leave.

You can choose to start leave:

- from the date of the child's placement (whether this is earlier or later than expected), or
- from a fixed date which can be up to 14 days before the expected date of placement.

Leave can start on any day of the week.

Only one period of leave will be available irrespective of whether more than one child is placed for adoption as part of the same arrangement.

If the child's placement ends during the adoption leave period, the adopter will be able to continue adoption leave for up to eight weeks after the end of the placement.

### **5.1 Statutory Adoption Pay**

During their adoption leave, most adopters will be entitled to Statutory Adoption Pay.

Statutory Adoption Pay will be paid for up to 39 weeks. Adopters who have average weekly earnings below the Lower Earnings Limit for National Insurance Contributions will not qualify for SAP.

### **5.2 Notice of intention to take adoption leave**

You are required to inform us of your intention to take adoption leave within 7 days of being notified by their adoption agency that you have been matched with a child for adoption, unless this is not reasonably practicable.

We need to know:

- when the child is expected to be placed with you and
- when you want their adoption leave to start.

You can change your mind about the date on which you want leave to start providing you tell us at least 28 days in advance (unless this is not reasonably practicable). You have to tell us the date you expect any payments of SAP to start at least 28 days in advance, unless this is not reasonably practicable.

We have 28 days in which to respond to notification of your leave plans and will then write to you, setting out the date on which we expect you to return to work if the full entitlement to adoption leave is taken.

### **5.3 Matching certificate**

You have to give us a 'matching certificate' – from the adoption agency as evidence of entitlement to SAP and adoption leave. You should ask their adoption agency for a matching certificate which will include basic information on matching and expected placement dates.

### **5.4 Contractual benefits**

You are entitled to the benefit of your normal terms and conditions of employment, except for terms relating to wages or salary (unless your contract of employment provides otherwise) throughout both the ordinary adoption leave period and the additional adoption leave period.

### **5.5 Keeping in Touch Days**

During your period of adoption leave you may by prior agreement come back to work for up to 10 days without it affecting your entitlement to adoption leave or SAP. Any work carried out on a particular day counts as a day's work for this purpose. These days are known as "Keeping in Touch Days". You are not obliged to work any Keeping in Touch days nor are we obliged to allow you to do so. Any arrangements for you to work any Keeping in Touch days will be made with you during your adoption leave and confirmed in writing.

### **5.6 Return to work after adoption leave**

Adopters who intend to return to work at the end of their full adoption leave entitlement will not have to give any further notification to their employers.

Adopters who want to return to work before the end of their adoption leave period, must give 8 weeks' notice of the date they intend to return.

### **5.7 Pension contributions**

If you are a member of an occupational pension scheme your employer's contributions will continue during your adoption leave as if you were still at work earning your normal pay for so long as you are entitled to SAP. However any employee contribution that you make will be related to the actual SAP received.

### **5.8 Bonuses and changes in remuneration during your adoption leave**

If the remuneration for your job increases while you are on adoption leave your earnings related SAP (the first six weeks' pay) will be increased too and when you return to work you will receive the increase rate of pay. If you have a right to receive a bonus under your contract of employment then you will receive that bonus while you are on adoption leave so far as it relates to that part of the year when you were at work and entitled to remuneration.

### **5.9 Holidays and annual leave**

Your holiday entitlement will continue to accrue during adoption leave. Any holiday entitlement for the year that cannot reasonably be taken before starting your adoption leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion.

You should discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your manager.

## **6. Flexible Working**

If you are the parent of children aged under 18 or if you are the carer of certain adults you will have the right to apply to change your contract of employment so that you can work at home or vary your hours or the times at which you are required to work.

### **6.1 Eligibility**

In order to make a request under the new right you must:

- be an employee;
- be the parent of a child under 17, or under 18 in the case of a disabled child or be the adopter, guardian or foster parent of such a child or be married to or the partner of such a person, **or**
- be or expect to be caring for a person aged over 18 in need of care who is either: married to you or is your partner or civil partner; or a relative of yours; or living at the same address as you;
- have worked for the same employer continuously for 26 weeks at the date the application is made;
- make the application before the child's 17th birthday or 18th birthday in the case of a disabled child;
- have or expect to have responsibility for the child's upbringing;
- be making the application to enable you to care for the child or person in need of care;
- not have made another application to work flexibly under the right during the past 12 months.

### **6.2 Scope of a request**

If you are eligible you may request, for example:

- a change to the hours you work
- a change to the times when you are required to work
- to work from home.

### **6.3 The procedure**

The procedure is that you have to make an application in writing. You can make only one application a year under the right, and if we accept the application this will mean a permanent change to your terms and conditions of employment.

It will be important therefore that, before making a formal application, you give very careful consideration to which working pattern will help you best care for the child or person in need of care; any financial implications it might have in cases where the desired working pattern will involve a drop in salary; and any effects it will have on the business and how these might be accommodated.

Within 28 days we have to either agree to your application or arrange to meet with you to explore the desired work pattern in depth, and to discuss how best it might be accommodated. It will also provide an opportunity to consider other alternative working patterns should there be problems in accommodating the desired work pattern outlined in the application. You can if you wish, bring a companion to the meeting.

Within 14 days after the date of the meeting we will write to you to either agree to a new work pattern and a start date; or to provide clear grounds as to why the application cannot be accepted and the reasons why the grounds apply in the circumstances.

We are allowed to refuse your application if we consider that one or more of the following grounds apply:

- a) the burden of additional costs
- b) detrimental effect on ability to meet customer demand,
- c) inability to re-organise work among existing staff,
- d) inability to recruit additional staff,
- e) detrimental impact on quality,
- f) detrimental impact on performance,
- g) insufficiency of work during the periods you propose to work,
- h) planned structural changes.

You have the right to appeal our decision within 14 days of it being notified to you. The appeal process is designed to be in keeping with the overall aim of the law of encouraging both parties to reach a satisfactory outcome at the workplace.

You also have a right to pursue the application further at an Employment Tribunal in some circumstances.

### **6.4 In summary**

The law gives you a legal right to ask to vary your contract to enable you to look after a child or be a carer for certain adults in some circumstances. If you want to do this, you can follow the legal procedure explained above.

However, as an equal opportunities employer we are very much aware of the need to be flexible when circumstances require it and particularly where childcare obligations affect our staff. We will always try to work with you so that you are able to perform your job and your family obligations as efficiently as possible. There may be many situations where a permanent change to your work pattern is unnecessary but a flexible attitude to working arrangements will help you.

We always like to encourage our staff to liaise with us if problems arise and of course if you feel that you have not been fairly treated, we have a grievance procedure to enable problems to be resolved.

## **EQUALITY AND DIVERSITY POLICY**

### **1. Commitment to equal opportunities**

The Company is committed to the principle of equal opportunities in employment as defined by the introduction of the Equality Act 2010. The Company is opposed to any form of less favourable treatment or financial reward through direct or indirect discrimination, harassment, victimisation to employees or job applicants on the grounds of race, religious beliefs, political opinions, creed, colour, ethnic origin, nationality, gender, age, gender reassignment, marital/parental status, sex, sexual orientation or disability and to any form of less favourable treatment on the grounds of handicap or age.

The Company recognises our obligations under the Equality Act 2010 and The Codes of Practice published by the Equality and Human Rights Commission for the elimination of discrimination on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

**Equality** is about treating people fairly, rather than treating everyone the same.

**Diversity** is about recognising that individual and professional differences are a natural part of society and can often create an opportunity for those who recognise them. Diversity occurs naturally. Everyone differs as individuals and on the basis of the social, professional and organisational groups they belong to. Managing diversity effectively means dealing with the spectrum and spread of human culture within the work environment. In essence, it focuses on how to use the differences between people to drive excellence and creativity in performance.

### **2. Employment Practices**

You have a personal responsibility to adhere to the principles of equal opportunity and maintaining racial harmony. The Company will actively promote equal opportunities in our business to ensure that individuals receive treatment that is fair and equitable and consistent with their relevant aptitudes, potential skills and abilities. Employees will be recruited and selected, promoted and trained on the basis of objective criteria. Sexual, racial and other forms of harassment will not be tolerated. The Company will treat unfair discriminatory conduct by any member of staff as a disciplinary offence.

### **3. Monitoring and Review Arrangements**

The Company will regularly monitor our policies to ensure that we pursue an effective policy of equal opportunity.

### **4. Grievance and Disciplinary Procedures**

The Company will ensure that any employee who feels that he or she has been treated unfairly or subjected to direct or indirect unfair discrimination can raise the matter through the appropriate grievance procedure when every effort will be made to secure a satisfactory resolution. Any employee making a complaint of unfair discrimination will be protected from any victimisation in any form.

### **5. Training**

The Company will train, develop and promote on the basis of merit and ability and encourage employees and applicants from all races.

## **6. Rehabilitation of Offenders**

The Company will not discriminate against anyone who has a spent conviction under the Rehabilitation of Offenders Act 1974. When seeking information about offences, it is important that any information given by the applicant is not used against them in any way, and is only divulged to those who have a need to know. The Rehabilitation of Offenders Act (1974) outlines that, except for certain exempt occupations, some minor convictions may be regarded as “spent” after a period of time. Such convictions must be disregarded when considering suitability for training/employment. Due to the nature of the work carried out by Engineers, The Company is registered with the Disclosure and Barring Service and reserves the right to have appropriate checks made.

## **7. Equal Pay**

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 receives equal pay for the same work and for work rated as equivalent and for work of equal value.

## **8. Harassment at work**

Harassment is unsolicited and unwelcome workplace behaviour that adversely affects the dignity of the recipient. Where such behaviour is motivated by gender, sexual orientation, marital status, race, colour, national or ethnic origin, nationality, age or disability it also amounts to infringement of equal employment opportunity.

The Company is committed to ensuring that no harassment or victimisation at work, whatever the motivation, is overlooked or condoned. Such behaviour can range from extreme forms such as violence or bullying to less obvious actions like practical jokes and ridiculing colleagues or subordinates.

Conduct becomes harassment if it persists after the recipient has made clear that it is regarded as offensive, although a single offensive act can amount to harassment if it is so serious as to be obviously offensive towards the recipient.

Any form of harassment is a potential disciplinary matter.

## **9. Sexual harassment at work**

Sexual harassment is a particular form of harassment. It is conduct at work directed towards an employee by another employee or group of employees which is of a sexual nature, or which is based on a person's sex, and which is regarded as unwelcome or offensive to the recipient.

The following examples illustrate the sort of conduct that may be treated as sexual harassment:

- Unwanted physical contact, or conduct which is intimidating, or physically or verbally abusive. Harassment can also be non-verbal, for example, staring or gestures.
- Suggestions that sexual favours may further a person's career, or that refusal may hinder it.
- Sexual advances, propositions, suggestions or pressure for sexual activity at or outside work.
- Derogatory or demeaning remarks based on gender, or the display of sexually explicit material in the workplace.

Sexual harassment is a denial of equal employment opportunity and has the effect of insulting and demeaning the employee who is harassed.

## **10. Racial Discrimination**

Racial harassment is a particular form of harassment. It is conduct at work directed towards an employee by another employee or group of employees which is of a racial nature, or which is based on a person's race, colour or origins, and which is regarded as unwelcome or offensive to the recipient.

The following are examples that illustrate the sort of conduct that may be treated as racial harassment:

- Jokes about race.
- Offensive names used.
- References to people by offensive racist descriptions.
- Verbal or physical abuse because of a person's race or colour.
- Detrimental behaviour because of a person's race.
- Denial of opportunity because of race.

This policy applies to verbal and physical actions as well as any other form of communication including electronic communication such as text messages, emails, and faxes as well as written communications.

If you believe you are the subject of harassment you should make a formal complaint. Depending on the seriousness of the allegation, the alleged harasser may be suspended on full pay while the matter is being investigated under our disciplinary procedures.

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

There will be no victimisation of any employee for making or supporting or assisting a complaint of harassment – even if the complaint is not upheld.

## **11. Age Discrimination**

Discrimination or harassment on grounds of age by employers is prohibited in the areas of recruitment, promotion and training. There can be direct and indirect age discrimination.

It is unlawful for an employer to discriminate against a person in the arrangements made for the purpose of determining to whom employment should be offered; in the terms on which that person is offered employment; and by refusing to offer, or deliberately not offering, employment.

Similarly, it is unlawful for an employer to discriminate against that person in the terms of employment; in the opportunities for promotion, a transfer, training, or receiving any other benefit; by refusing or deliberately not affording that person any such opportunity; or by dismissing or subjecting that person to any other detriment.

There are certain circumstances when some of the Regulations may not apply in relation to genuine occupational requirements of employment.

## **12. Anti-Slavery and Human Trafficking**

The Modern Slavery Act 2015 is a UK act of Parliament designed to tackle slavery and human trafficking through the consolidation of previous legislation and the introduction of new measures. We specify below our requirements for all to adhere to.

- The company will not tolerate any kind of slavery or human trafficking of any kind and will seek advice and assistance from the Modern Slavery Helpline and Police if required.
- Everyone is treated fairly within the company. Your salary is paid according to the skills and experience you bring to the job. Where it is within our remit, we will always provide good working conditions.
- The company will respect your decision if you decide to leave your employment, and no form of coercion will be used to prevent you from exiting. Please refer to your Employment Contract for the relevant notice period.
- If you become aware of any kind of slavery or human trafficking act within the company, it is your duty to notify management immediately. We will have no choice but to take disciplinary action on those who withhold any vital information that may lead to any employee or contractor being harmed.

Should there be a case where you feel that modern slavery is taking place, the following steps are to be taken:

1. Inform management immediately
2. Management will inform the Police on 999 if there is an immediate risk of harm
3. Report incident to the Police on 101 or the Modern Slavery Helpline on 08000 121 700 if there is no immediate risk of harm

## **DISABILITY DISCRIMINATION POLICY**

### **1. Introduction**

The law prevents discrimination against disabled people at work. The Company has set out our policy on disability for your guidance and to ensure that we comply with our legal responsibilities to disabled people.

Any employee who believes that he or she has been unfairly discriminated against because of a disability or for reasons related to their having a disability can use the grievance procedure.

Disciplinary action will be taken against any employee who is found to have committed an act of discrimination against someone who has a disability. This includes treating them less favourably because of their disability or for a reason related to it; harassment or victimisation or failing to make reasonable adjustments to prevent a disabled person being placed at a substantial disadvantage at work.

Serious breaches of policy will be taken as gross misconduct.

### **2. Recruitment**

Recruitment is carried out on the sole basis of the applicant's abilities and suitability for the job. A disability will not of itself justify the non-recruitment of an applicant. Reasonable adjustments to the application procedures will be made as required to ensure that applicants are not disadvantaged because of disability.

No applicant will be considered unsuitable for appointment or less suitable than another applicant unless full consideration has been given as to whether a reasonable adjustment can be made to overcome any effect of his or her disability upon his or her suitability.

### **3. Induction**

When a disabled employee commences employment The Company will, in consultation with the disabled employee ensure that such reasonable adjustments are made as required to enable him or her to work safely and effectively and to secure equal access to the benefits of employment.

Where The Company does not have the relevant expertise to resolve the problem we will where required consult an outside specialist.

### **Training and Career Development**

The Company recognises that all employees have equal rights to training promotion and other aspects of career development based purely on their abilities. Promotion and training will be made accessible to disabled employees by such adjustments as are reasonable.

### **5. Benefits**

Disabled employees have equal access to all benefits and facilities and reasonable adjustments will be made where necessary.

### **6. Harassment**

Harassment of disabled employees will be a disciplinary offence and may constitute gross misconduct. Any unwanted conduct that violates a disabled person's dignity or creates an intimidating hostile, degrading, humiliating or offensive environment for him or her is illegal.

## **7. Retention**

As part of our commitment to equal opportunities for disabled people The Company will ensure that all reasonable measures are taken to retain disabled employees in employment.

The Company will make such adjustments as are reasonable to enable a disabled employee to carry out his or her duties. This will include but is not limited to consideration of the provision of specialist equipment, job re-design, re-training, flexible hours, remote working and/or re-deployment.

## **8. Adjustment**

The prime responsibility for arranging the appropriate adjustment will lie with Managing Director who will at all times consult with the employee concerned whose agreement will be sought. The expertise of the disabled person concerning his or her own disability will be recognised.

Where required an outside specialist may be consulted.

Once an adjustment has been made it may need to be reviewed at agreed intervals to assess its continuing effectiveness.

## **9. Action Plan - Removal of Barriers**

An action plan will be drawn up in consultation with the staff indicating which actions will be taken over a certain period of time to remove barriers to disabled people from the working environment and who has responsibility for various aspects of the plan and how it will be monitored.

The plan will address physical access to the premises, access to benefits of employment, terms and conditions of employment, recruitment and arrangements for recruitment, performance assessment, promotion and retention.

## **HEALTH AND SAFETY POLICY**

### **1. Introduction**

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

The Company regularly reviews working practices including the general working environment and individuals' workstations 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 The Company regularly monitors 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 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 and regular refresher updating sessions are held for existing employees. The Company requires the full co-operation and participation of all employees.

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 made in relation to Health and Safety matters. For example, you must:

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

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

### **2. Safety Officer**

The Company will appoint a Safety Officer to ensure that we are aware of and fully comply with our 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.

### **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.

#### **4. First Aid**

All accidents must be recorded in the accident book. You will be notified which members of staff have training in First Aid. If anyone 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.

#### **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.

#### **6. Improvements**

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

#### **7. Discipline**

Any breach or non-observance of the Health and Safety policy constitutes a disciplinary offence in respect of which you may in an appropriate case be dismissed.

#### **8. General Aims of The Company**

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.
- We have a no smoking policy in line with government legislations (including The Company premises and The Company vehicles).
- All storage areas are safely laid out with adequate room for access in safety.

## **9. Display Screen Equipment**

The Company has particular obligations where employees habitually use display screen equipment as a significant part of normal work. Workstations 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. Free eye and eyesight tests are available for those appointed to use display screen equipment and for those who currently use this equipment at regular intervals. The Company will pay for glasses prescribed for the use of an employee when operating display screen equipment but not for designer frames or for lenses other than those prescribed specifically for use in connection with the operation of display screen equipment.

## **10. Stress Management and Mental Health First Aid**

Any concerns to be reported directly to your line manager. We encourage an open two-way communication, we can help. We advise that you

Aim to manage your workload to the best of your ability

Have an input in the way your work is done

Feel you have adequate support

Understand what is required of you in your role

Ask for any clarification where required

## **REDUNDANCY POLICY**

### **1. What is redundancy?**

You can be made redundant if The Company closes down or closes down at the location where you work or if there is no longer a need to employ someone (or as many people) in the business to do what you do.

### **2. The Employment Rights Act 1996 Section 139(1) states:**

“For the purposes of this Act an employee who is dismissed should be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to:

- The fact that his employer ceased or intends to cease:
  - to carry on the business for the purposes of which the employee was employed by him, or
  - to carry on that business in the place where the employee was so employed,

Or:

- The fact that the requirements of that business:
  - for employees to carry out work of a particular kind, or
  - for employees to carry out work of a particular kind in the place where the employee was employed by the employer, have ceased or diminished or are expected to cease or diminish.”

In order for you to be made redundant it follows that The Company must make a decision to dismiss you.

### **3. The Decision to Dismiss Because of Redundancy**

A decision to dismiss someone for redundancy is not one that will ever be taken lightly. It will only arise either due to relocation of the business or a change in the trading conditions or technology that means that The Company has to reduce staff or that a particular job that The Company employs someone to do is no longer necessary in our business.

When it becomes apparent that The Company has to consider making anyone redundant we will first consider how to avoid this by looking at the alternatives. These may include retraining the employees who would otherwise be redundant as well as finding new work for them in their existing roles.

If redundancy is unavoidable The Company will objectively select from the employees whose jobs are at risk. You will be warned as soon as possible if you are being considered for redundancy and there will be a period of consultancy. If a decision is then made to dismiss you because of redundancy The Company will inform you and give you formal notice of the date that you will be leaving. During that period The Company will give you time off work to look for a new job and attend interviews.

Any grievance or appeal that you raise about the decision will receive careful consideration.

### **4. Statutory Redundancy Pay**

Subject to a qualifying period of two years' continuous employment (and certain other exceptions) if you are made redundant you are entitled to a statutory redundancy payment paid free of tax and deductions by The Company.

Statutory redundancy pay (“SRP”) is calculated according to the following formula:

$$[no\ of\ year's\ service] \times [week's\ pay] \times [age\ factor] = SRP$$

**The number of year’s service:** a maximum of 20 years taken in to account.

**A week’s pay:** is subject to a maximum figure that the Government changes from time to time.

**The age factor is:** half, one, or one and a half depending on your age during the year of calculation.

For every year when you were 41 or over during the whole of the year you receive one and a half-week’s pay.

For every earlier year when you were 22 or over during the whole of the year you receive one week’s pay.

For every earlier year you receive half a week’s pay.

## **COMPUTER, SMART PHONES AND SIMILAR DEVICES, EMAIL, INTERNET AND TELEPHONE POLICY**

### **1. Computer, Smart Phones and Similar Devices Misuse**

Some employees now have access to computers, smart phones and similar devices at work for use in connection with the Company's business. Employees who are discovered unreasonably using The Company's computers, smart phones and similar devices for personal and private purposes will be dealt with under The Company's disciplinary procedure.

Vandalism of, or otherwise intentionally interfering with The Company's computer network constitutes a gross misconduct offence and could render the employee liable to summary dismissal under The Company's disciplinary procedure.

### **2. Email and the Internet**

Some employees also have access to email and the internet for exclusive use in connection with The Company's business and as part of the normal execution of the employee's job duties. The purpose of these rules is to protect The Company's legal interests. Unregulated access increases the risk of employees inadvertently forming contracts through email and increases the opportunity for wrongful disclosure of confidential information. In addition, carelessly worded email can expose The Company to an action for libel. As such, email to clients and customers must follow The Company's designated house style, which will be supplied to authorised users. Failure to follow house style is a disciplinary matter and will be dealt with under The Company's disciplinary procedure. Email should not be used for unsolicited correspondence or marketing campaigns and employees may not commit The Company financially by email unless they have been granted a specific level of delegated authority to do so.

Employees who are authorised users are not permitted to surf the internet or to spend excessive time "chatting" by email for personal and private purposes during their normal working hours. The use of instant messaging systems is expressly prohibited at work. Employees are also prohibited from using email to circulate any non-business material. Not only does excessive time spent online lead to loss of productivity and constitute an unauthorised use of The Company time, sexist, racist or other offensive remarks or jokes sent by email are capable of amounting to unlawful harassment. Employees who are discovered contravening these rules may face serious disciplinary action under The Company's disciplinary procedure. Depending on the seriousness of the offence, it may amount to gross misconduct and could result in the employee's summary dismissal.

Logging on to sexually explicit websites or the downloading and/or circulation of pornography or obscene material or using the internet for gambling or illegal activities constitutes gross misconduct and could render the employee liable to summary dismissal under The Company's disciplinary procedure.

The Company reserves the right to monitor the employee's emails and use of the internet, both during routine audits of the computer system and in specific cases where a problem relating to excessive or unauthorised use is suspected. The purposes for such monitoring are:

- To promote productivity and efficiency.
- For security reasons.
- To ensure there is no unauthorised use of The Company's time e.g. that an employee has not been using email to send or receive an excessive number of personal communications.
- To ensure the smooth running of the business if the employee is absent for any reason and communications need to be checked.
- To ensure that all employees are treated with respect, by discovering and eliminating any material that is capable of amounting to unlawful harassment.

Communications of a sensitive or confidential nature should not be sent by email because it is not guaranteed to be private. When monitoring emails, The Company may open emails and access the content.

The Company reserves the right to deny or remove email or internet access to or from any employee.

### **3. Use of email summary**

- No email may contain any references to other individuals which might be construed as libellous.
- No email communication which might be regarded as harassing or insulting may be sent using The Company's system. Complaints about the performance or service of other departments or individuals must be made on a face to face basis as is normal courteous practice.
- The company recognises that it is not always possible to control incoming email. Any material which would be considered as non-business-like, sexually explicit or offensive should be deleted at once. Any member of staff who finds that they are receiving such communication from known sources is responsible for contacting that source in order to request that such communication is not repeated.
- If members of staff receive virus warnings via email, they should take no action whatsoever other than informing the IT staff immediately.
- Emails sent internally may be sent in an informal style, but staff are asked to observe the normal courtesy that they would extend in written memos as per the house style. An example of an acceptable style is available on the intranet.
- Emails which are sent to recipients outside The Company should be composed in a business-like manner. A guideline for suitable styles is available on the intranet and this should be followed at all times. Any attachments such as letters must be headed and written accordingly to the normal house style.
- Unsolicited emails may not be sent at any time. Any "junk" mail received should be deleted immediately.
- The email address book will be maintained by IT staff to whom any changes should be advised. Email addresses and passwords for all employees will be issued by IT staff and may not be changed without their authorisation.
- It is a disciplinary offence to access another individuals email facility by using their password without their express permission.

### **4. Computer software, games and viruses**

The Company licenses the use of computer software from a variety of outside companies. The Company does not own this software and unless authorised by the software developer, neither The Company nor any of its employees have the right to reproduce it. To do so constitutes an infringement of copyright. Contravention is a disciplinary matter and will be dealt with in accordance with The Company's disciplinary procedure.

The Company's computer network makes it vulnerable to viruses. Therefore, only duly authorised personnel have the authority to load new software onto the network system. Even then, software may be loaded only after having been checked for viruses by authorised personnel. Any employee found to be contravening this will face disciplinary action under The Company's disciplinary procedure.

Employees may only access any computer games that are on the network outside their normal working hours.

## **5. Telephone Misuse**

The Company's telephone lines are for the exclusive use by employees in connection with The Company's business. Whilst The Company will tolerate essential personal telephone calls concerning employee's domestic arrangements, excessive use of the telephone for personal calls is prohibited. This includes lengthy, casual chats and calls at premium rates. Not only does excessive time engaged on personal calls lead to loss of productivity, it also constitutes an unauthorised use of The Company's time. If The Company discovers that the telephone has been used excessively for personal calls, this will be dealt with under The Company's disciplinary procedure and the employee will be required to pay to The Company the cost of personal calls made.

Acceptable telephone use should be no more than 15 minutes of personal calls in each working day. Personal telephone calls should be timed to cause minimum disruption to the employee's work and should, as a general rule, only be made during breaks except in the case of a genuine emergency.

## **BLOGGING POLICY**

The growth in the use of computers at home and the expansion of the internet has led to the creation of online diaries. These are commonly known as Web logs or Blogs. Whilst employees may choose to create and update these, this practice cannot be allowed to conflict with the aims of our business, or bring it into disrepute in any way.

For this reason, we have introduced the following policy on the keeping of blogs. It will form part of our policy on computer and internet use.

- No blogs can be created or updated on any computer on our premises. This includes all sites, whether temporary or permanent.
- It is forbidden for any blog to identify our company. Therefore, giving its name or enough information to identify its location is not allowed. For similar reasons, indirect identification, e.g. through the use of photographs of our products or company logos is also banned.
- No blog should identify other staff or our customers. This is in order to protect our business reputation.
- Any breach of this policy will be treated as misconduct and be subject to disciplinary proceedings. In the most serious of cases, it could result in dismissal.

## **SOCIAL MEDIA AND GAMING**

This policy deals with the use of all forms of social media and gaming, including Facebook, LinkedIn, Twitter, Google+, Instagram, Snapchat, Tumblr and all other social networking and gaming sites, internet postings and blogs. It applies to use of social media for business purposes as well as personal use that may affect our business in any way.

### **1. Use of Social Media**

Personal use of social media is never permitted during working hours or by means of our computers, networks and other IT resources and communications systems.

You should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal email address.

Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your manager.

### **2. Prohibited Use**

You must avoid making any social media communications that could damage our business interests or reputation, even indirectly.

You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.

You must not express advice or opinions on our behalf via social media, unless expressly authorised to do so by your manager. You may be required to undergo training in order to obtain such authorisation.

You must not post comments about sensitive business-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information, personal data and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.

You must not post work-related photos on social media. If photos are going to be used for marketing or training purposes, a strict procedure is in place which entails gaining prior permission from the site owner.

### **3. Breach of This Policy**

Breach of this policy may result in disciplinary action up to and including dismissal.

You may be required to remove any social media content that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

If you see social media content that disparages or reflects poorly on us, you should report it to your manager.

## **DATA PROTECTION POLICY (INCLUDING GENERAL DATA PROTECTION REGULATION – GDPR)**

### **1. Introduction**

The Company is committed to protecting the privacy and security of your personal information. This Policy describes how we collect and use personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulation (GDPR).

The Company is a "data controller". This means that we are responsible for deciding how we hold and use personal information about you. We are required under data protection legislation to notify you of the information contained in this policy.

This notice applies to current and former employees, workers and contractors. This notice does not form part of any contract of employment or other contract to provide services. We may update and amend this policy at any time.

It is important that you read this policy, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information.

### **2. Data Protection Principles**

The Company will comply with data protection law. This says that the personal information we hold about you must be:

- Used lawfully, fairly and in a transparent way;
- Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes;
- Relevant to the purposes we have told you about and limited only to those purposes;
- Accurate and kept up to date;
- Kept only as long as necessary for the purposes we have told you about;
- Kept securely.

### **3. The kind of information we hold about you**

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

The Company will collect, store, and use the following categories of personal information about you:

- Name
- Date of birth
- Gender
- Personal contact details including address, telephone numbers and personal email address
- Marital status and dependants
- Next of kin and emergency contact information
- National insurance number
- Bank details
- Payroll records and tax status information
- Written particulars of employment or contract for services (including any amendments)
- Salary, annual leave, pension and benefits information
- Location of employment or workplace
- Copy of driving licence

- CV, cover letter and other information provided with the application (such as qualifications, skills, experience and employment history)
- Right to work documentation – e.g. passport, visas, residence card, etc.
- Information from a recruitment agency
- References from former employers
- Credit references
- DBS checks
- Employment records (including job titles, work history, working hours, compensation history, training records and professional memberships)
- Absence records (holiday, sickness, family leave)
- Maternity records
- Records of advances or loans to employees/workers
- Performance information
- Disciplinary and grievance information
- Any reportable accident, death or injury in connection with work
- CCTV footage and other information obtained through electronic means
- Information about your use of our information and communications systems
- Photographs

We may also collect, store and use information about your health, including any medical condition, health and sickness records, which is known as a “special category” of more sensitive personal information which requires a higher level of protection.

#### **4. How is your personal information collected?**

The Company collects personal information about employees, workers and contractors through the application and recruitment process, either directly from candidates or sometimes from an employment agency. We may sometimes collect additional information from third parties including former employers, Disclosure & Barring Service, credit reference agencies or other background check agencies.

We will collect additional personal information in the course of job-related activities throughout the period of you working for us.

#### **5. How we will use information about you**

The Company will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

- Where we need to perform the contract we have entered into with you
- Where we need to comply with a legal obligation
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests

We may also use your personal information in the following situations, which are likely to be rare:

- Where we need to protect your interests (or someone else's interests)
- Where it is needed in the public interest

## 6. Situations in which we will use your personal information

The Company needs all the categories of information in the list above (see paragraph 3) primarily to allow us to perform our contract with you and to enable us to comply with legal obligations. In some cases we may use your personal information to pursue legitimate interests of our own or those of third parties, provided your interests and fundamental rights do not override those interests. The situations in which we will process your personal information are set out below:

Making a decision about your recruitment or appointment	To take steps in preparation for entering into a contract with you
Determining the terms on which you work for us	To take steps in preparation for entering into a contract with you
Checking you are legally entitled to work in the UK	To comply with our legal obligations
Paying you and, if you are an employee deducting tax and National Insurance contributions	In the performance of our contract with you
Liaising with your pension provider	In the performance of our contract with you
Administering the contract we have entered into with you	In the performance of our contract with you
Business management and planning, including accounting and auditing	To comply with our legal obligations
Conducting performance reviews, managing performance and determining performance requirements	In the performance of our contract with you
Making decisions about salary reviews and compensation	In the performance of our contract with you
Assessing qualifications for a particular job or task, including decisions about promotions	In the performance of our contract with you
Gathering evidence for possible grievance or disciplinary hearings	In the performance of our contract with you
Making decisions about your continued employment or engagement	In the performance of our contract with you
Making arrangements for the termination of our working relationship	In the performance of our contract with you
Education, training and development requirements	In the performance of our contract with you and/or in some cases to comply with our legal obligations
Dealing with legal disputes involving you, or other employees, workers and contractors, including accidents at work	To comply with our legal obligations
Ascertaining your fitness to work	In the performance of our contract with you

Managing sickness absence	In the performance of our contract with you
Complying with health and safety obligations	To comply with our legal obligations
To monitor your use of our information and communication systems to ensure compliance with our IT policies	We have a legitimate interest to ensure that our information and communication systems are being used properly and in the best interests of the Company
To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution	We have a legitimate interest to ensure that our network and IT systems are secure and protected from interception

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

#### **7. If you fail to provide personal information**

If you fail to provide certain information when requested, we may not be able to perform the contract we have entered into with you (such as paying you or providing a benefit), or we may be prevented from complying with our legal obligations (such as to ensure the health and safety of our workers).

#### **8. Change of Purpose**

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

#### **9. How we use particularly sensitive personal information**

"Special categories" of particularly sensitive personal information require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal information. We have in place an appropriate safeguards which we are required by law to maintain when processing such data. We may process special categories of personal information in the following circumstances:

- In limited circumstances, with your explicit written consent.
- Where we need to carry out our legal obligations or exercise rights in connection with employment.
- Where it is needed in the public interest, such as for equal opportunities monitoring.

Less commonly, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

## **10. Our obligations as an employer**

We will use your particularly sensitive personal information in the following ways:

- We will use information relating to leaves of absence, which may include sickness absence or family related leaves, to comply with employment and other laws.
- We will use information about your physical or mental health, or disability status, to ensure your health and safety in the workplace and to assess your fitness to work, to provide appropriate workplace adjustments, to monitor and manage sickness absence and to administer benefits.

## **11. Do we need your consent?**

We do not need your consent if we use special categories of your personal information in accordance with our written policy to carry out our legal obligations or exercise specific rights in the field of employment law. In limited circumstances, we may approach you for your written consent to allow us to process certain particularly sensitive data. If we do so, we will provide you with full details of the information that we would like and the reason we need it, so that you can carefully consider whether you wish to consent. You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

## **12. Information about criminal convictions**

We may only use information relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with this Data Protection Policy.

Less commonly, we may use information relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

We will collect information about criminal convictions if it is appropriate given the nature of the role and where we are legally able to do so. Where appropriate, we will collect information about criminal convictions as part of the recruitment process or we may be notified of such information directly by you in the course of you working for us. We will use information about criminal convictions and offences in the following ways:

- To protect the legitimate commercial interests of the company
- To protect The Company Staff and clients
- To monitor behaviours

We are allowed to use your personal information in this way to meet our legal obligations. We have in place appropriate safeguards which we are required by law to maintain when processing such data.

## **13. Automated decision-making**

Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention. We do not envisage that any decisions will be taken about you using automated means, however we will notify you in writing if this position changes.

#### **14. Data Sharing**

We may have to share your data with third parties, including third-party service providers. We require third parties to respect the security of your data and to treat it in accordance with the law.

#### **15. Why might you share my personal information with third parties?**

We will share your personal information with third parties where required by law, where it is necessary to administer the working relationship with you or where we have another legitimate interest in doing so.

We may share your personal information with other third parties, for example in the context of the possible sale or restructuring of the business. We may also need to share your personal information with a regulator or to otherwise comply with the law.

#### **16. Which third-party service providers process my personal information?**

The following activities are carried out by third-party service providers: payroll, pension administration, benefits provision and administration, IT services, accountancy services, legal services, DBS checks, training providers and driving licence checks.

#### **17. How secure is my information with third-party service providers?**

All our third-party service providers are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

#### **18. Transferring information outside the EEA**

We do not transfer the personal information we collect about you outside the EEA, however we will notify you in writing if this position changes.

#### **19. Data Security**

The Company has put in place measures to protect the security of your information:

- We have a restricted-access server based at our trading office that stores staff data
- Accounts data is stored on an accounts package called Quickbooks – please refer to Quickbooks' website for their Privacy Notice
- Data is backed-up on a daily basis to external hard drives using Cloudberry software
- Back-ups are taken off-site and rotated weekly
- Back-ups are encrypted via the Cloudberry software
- Hard copy documents are stored within a locked cabinet

Third parties will only process your personal information on our instructions and where they have agreed to treat the information confidentially and to keep it secure.

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

## 20. Data Retention

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

Type of data	Retention period
Name, job title and dates of employment	Indefinitely for the purposes of providing a reference to future employers
Personnel files (including contact details; written particulars of employment/engagement; payroll and wage records; PAYE records; capability, disciplinary and grievance records; maternity records; loans to employees; accidents at work; health records and medical reports; recruitment information; immigration checks and records)	During employment/engagement and up to seven years after employment/engagement ceases
Bank details	During employment/engagement and no longer than necessary to process final payments thereafter
CCTV footage and other information obtained through electronic means	During employment/engagement and up to 3 years after employment/engagement ceases
Any reportable accident, death or injury in connection with work	At least three years from the date the report was made
Photographs	During employment/engagement and up to 3 months after employment/engagement ceases
Special categories of data: health information	During employment and up to seven years after employment/engagement ceases

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you. Once you are no longer an employee, worker or contractor of the company we will retain and securely destroy your personal information in accordance with our data retention policy.

## **21. Rights of access, correction, erasure and restriction**

### **21.1. Your duty to inform us of changes**

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your working relationship with us.

### **21.2. Your rights in connection with personal information**

Under certain circumstances, by law you have the right to:

- Request access to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- Request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
- Object to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.
- Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- Request the transfer of your personal information to another party.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact the Data Privacy Manager in writing.

### **21.3. No fee usually required**

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

### **21.4. What we may need from you**

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

**22. Right to withdraw consent**

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact the Data Privacy Manager. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

**23. Data Privacy Manager**

We have appointed the Business Support Manager as the Company's Data Privacy Manager to oversee compliance with this Policy. If you have any questions about this Policy or how we handle your personal information, please contact the Data Privacy Manager.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues.

**24. Changes to this Policy**

We reserve the right to update this Policy at any time, and we will provide you with a new Policy when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

## **WHISTLEBLOWING POLICY**

### **1. What is whistle-blowing?**

A whistleblower is someone who discovers something that is wrong and alerts his employer or the relevant authorities to what is going on. The law recognises that whistle-blowing occurs and protects employees who are whistleblowers from detrimental treatment such as dismissal. To be protected by the law a whistleblower must fall within the stringent legal rules.

### **2. Our Policy**

The Company business is run in accordance with the law. It is The Company policy as an employer to ensure that at every level of management The Company business is conducted in such a way as to comply with all legal requirements that govern our activities. This policy applies to the way that The Company employs and manages our staff. We operate as a team and we expect our employees to all play their part as members of the team for the good of the business as a whole. The Company does not believe that any of our employees will ever feel the need to become a whistleblower. There is no reason for any employee to believe that he or she will suffer detriment for speaking up if they believe that something is wrong or that if we are alerted to it we will conceal or destroy evidence. However The Company is fully aware of our responsibility under the law and The Company will respect the legal protection afforded to a whistleblower.

### **3. Public Interest Disclosure Act 1998**

The Act protects “whistleblowers” from suffering detriment in employment and makes dismissal for certain disclosure automatically unfair. There is no qualifying period of employment for this protection.

Police officers, civilian police employees and those who work in the Security Service, Secret Intelligence Service or Government Communications Headquarters are NOT protected.

### **4. Who is protected?**

A worker who makes a qualifying disclosure that is made to one of a category of persons set out in the Act and which is therefore a protected disclosure.

‘Worker’ is widely defined and includes employees and other workers as normally understood by the expression but also contractors under an employer’s control, persons on training schemes and also doctors, dentists and other professionals providing National Health Service schemes.

### **5. What is protected?**

A ‘qualifying disclosure’ is one of information that in the reasonable belief of the disclosing worker shows wrongdoing of one or more of the following kinds:

- A criminal offence was committed, is being or is likely to be committed.
- A person has or is likely to fail to comply with a legal obligation.
- A miscarriage of justice has occurred or is or is likely to occur.
- The health and safety of any individual has been, is being or is likely to be endangered.
- The environment has been, is being or is likely to be damaged.
- That information tending to show any matter falling within any one of the above categories has been, is being, or is likely to be deliberately concealed.

However if the person making the disclosure commits a criminal offence by making it or makes it in breach of legal professional privilege (e.g. solicitor’s secretary disclosing client information) it is not a qualifying disclosure.

To be a 'Protected Disclosure' the 'Qualifying Disclosure' must only be made to one of the following categories of person:

- The employer or (where the disclosure relates to the conduct of another person or matters for which another person other than the employer has legal responsibility) that other person.
- A legal adviser in the course of getting legal advice.
- A Minister of the Crown (where the worker is employed by someone appointed by a Minister of the Crown or a body whose members are so appointed).
- To one of the prescribed persons set out in the Public Interest Disclosure (prescribed Persons) Order 1999 (e.g. health and safety problem disclosure is to the Health and Safety Executive; Fraud : Secretary of State for Business Enterprise and Regulatory Reform (BERR); consumer protection matters: Local Authority Consumer Protection unit; tax matters: the Inland Revenue).
- A person other than those set out above where the worker reasonably believes the information to be substantially true and in the public interest, does not make the disclosure for personal gain, and it is in all the circumstances reasonable to make the disclosure. And:
  - the worker reasonably believes he will be subjected to a detriment if the disclosure is made to his employer or the prescribed person;
  - there is no prescribed person and the worker believes that the wrongdoing will be concealed or destroyed by the employer;
  - the worker has previously disclosed the same information to the employer or the prescribed person.
- Any other person where the disclosure is one of an "exceptionally serious failure" made in in the public interest and where it was reasonable to make the disclosure.

#### **6. What Protection does the worker have?**

They are protected from detriment or dismissal as a result of making a protected disclosure. Dismissal is automatically unfair, and there is no limit on compensation for such a dismissal. Complaint of detriment or dismissal is made to an Employment Tribunal.

## **OFFICE AND MOBILE PHONE ACCEPTABLE USE POLICY**

### **1. General Statement**

Due to complaints about excessive and noisy use and the risk of disruption to the business, The Company has introduced this mobile phone acceptable use policy (note that it applies to any portable electronic device capable of making and receiving telephone calls). Moreover, used inappropriately, mobile phones have the potential to cause harassment and to victimise other employees and visitors – The Company will not tolerate any such behaviour. Anyone found using a mobile phone in breach of the terms of this policy or in an otherwise inappropriate way, will be subject to The Company's disciplinary procedure, which may result in dismissal.

### **2. Acceptable Use**

Not only does excessive time engaged on personal telephone calls lead to loss of productivity, it also constitutes an unauthorised use of The Company's time and money.

Whilst The Company will tolerate the making and receiving of essential personal calls, excessive use of the mobile phone for personal calls is prohibited. Also prohibited are lengthy calls, casual chats, text messaging, emailing and calls to premium rate numbers. Using the phone to capture images (whether moving or still) i.e. as a camera, is allowed for work purposes with consent from a Director of The Company.

Acceptable use should be no more than 15 minutes of personal calls in each working day. Personal telephone calls should be timed so as to cause minimum disruption to the employees work and should as a general rule, only be made during breaks except in the case of a genuine emergency.

If you drive on Company business you should be aware of The Company's policy on using mobile phones whilst driving.

## **POLICY ON USE OF MOBILE PHONES IN MOTOR VEHICLES**

1. It is a criminal offence to use a hand-held mobile phone while driving a motor vehicle.
2. Only in an emergency when it would be unsafe to stop you are permitted to use your phone to call the emergency services on 999.
3. Any use of your mobile phone where you have to hold the phone at any point in making or receiving a call or other phone function such as texting in your car with the engine running is against the law.
4. Even if you have a hands-free kit which does not require you to pick up or hold your phone at any point it is still dangerous to use your phone in your car because while you are concentrating on your telephone call you cannot give proper attention to driving your vehicle.
5. When you are driving you should not make a call or answer a call on your mobile phone. Always park your vehicle safely and turn off the engine before using your phone.
6. Although The Company may expect you to respond to a message or phone call by parking safely and returning calls or periodically checking messages you are not expected or required to use your mobile phone while driving your vehicle and if you do so or commit an offence by doing so we shall regard it as a serious breach of discipline.
7. The reason for these rules is to ensure that you and The Company does not commit a criminal offence and to ensure that you comply with The Company's Health and Safety Policy by driving your vehicle safely at all times.

## **NO SMOKING POLICY**

In line with government legislation the company operates a no-smoking policy.

### **1. Principles**

This policy is intended to:

- Protect everyone against the effects of second-hand smoke.
- Promote health in the workforce.

### **2. Policy**

Smoking is not allowed within the company's offices, or any building in which they are situated. Smoking is not allowed in company vehicles.

Smokers are requested not to smoke immediately outside any workplace. This applies to staff, visitors and contractors.

### **3. Guidelines**

Staff based in premises not owned by the company are expected not to smoke in any part of the premises, or grounds, including offices, corridors, toilets and car parks. If a smoking room is available they can use it. Smokers are requested not to smoke immediately outside any workplace.

Management will allow smokers to have reasonable breaks provided these do not prevent them from satisfactorily carrying out their responsibilities and work duties, and that there is no significant loss in productivity. Time taken on smoking breaks will have to be made up, for example at the beginning or the end of the day.

### **4. Enforcement of the policy**

In the unlikely event of a member of staff not respecting the policy, breaches of the policy will result in disciplinary procedures.

## **ALCOHOL POLICY**

No alcohol may be brought onto or consumed on the Company premises during normal working hours (including lunchtimes) except with the express consent of a Director.

You must not drink alcohol if you are required to drive private vehicles on the Company business or drive the Company vehicles.

When you are representing the Company at business functions, providing hospitality or attending any Company organised social event inside or outside normal working hours you will be expected to be moderate if drinking alcohol and to take specific action to ensure you are well within the legal limits if you are driving.

If you (as an employee) are known to be, or reasonably suspected of being, intoxicated by alcohol during working hours (including lunchtimes), arrangements will be made for you to be sent home for the rest of the day without pay. During the investigation period you may be suspended from work as outlined in the gross misconduct policy.

Incapacity through an excess of alcohol at work is a gross misconduct offence under the disciplinary procedure. During the investigation period you may be suspended from work as outlined in the gross misconduct policy. If as a result of the investigation the gross misconduct is proven you are liable to be summarily dismissed.

## **DRUGS POLICY**

No drugs may be brought onto or consumed on the Company premises at any time.

You must not take drugs if you are required to drive private vehicles on the Company business or drive the Company vehicles.

When you are representing the Company at business functions, providing hospitality or attending any Company organised social event outside normal working hours you are prohibited from taking drugs on these occasions.

If you (as an employee) are known to be, or reasonably suspected of having taken drugs during working hours (including lunchtimes), arrangements will be made for you to be sent home for the rest of the day without pay.

Incapacity through taking drugs at work is a gross misconduct offence under the disciplinary procedure. During the investigation period you may be suspended from work as outlined in the gross misconduct policy. If as a result of the investigation the gross misconduct is proven you are liable to be summarily dismissed.

## **DRESS POLICY**

The Company wishes to portray a professional business image to its customers, suppliers and the outside world at large. As a result, it operates minimum standards of dress and appearance, which require you to dress in a manner that is suitable and appropriate to your role and the Company's business.

You are required to be neat, clean, well-groomed and presentable whilst at work, whether working on the Company's premises or elsewhere on the Company business.

## **TIME OFF FOR PUBLIC DUTIES**

### **Outline of provisions**

If you are a magistrate, local councillor, school governor, or carry out one of the other public duties listed below, you are entitled to time off from work to carry out your role. **Section 50 of the Employment Rights Act 1996** requires employers to permit employees who hold certain public positions reasonable time off to perform the duties associated with them.

We recommend that:

Employees who are thinking of taking on public duties should think through the time off that will be required. This will vary depending on the nature of the role and any minimum requirements laid down. Employers should then discuss with us how the time off can best be accommodated. The scope for flexibility will vary but many organisations are finding that there can be benefits in adopting different work patterns. In addition to the requirement to allow reasonable time off, it is worth considering the benefits to the business from having staff engaging with the wider community and the additional skills and experience that they will gain as a result.

### **Those who are covered by the provision**

- justice of the peace;
- member of a local authority;
- member of a police authority;
- member of any statutory tribunal;
- member of a relevant health body;
- member of the managing or governing body of an educational establishment;
- member of the governing body of a further or higher education corporation;
- member of a school council or board in Scotland;
- member of the General Teaching Councils for England and Wales;
- member of the Environment Agency or the Scottish Environment Protection Agency;
- in England and Wales, prison independent monitoring boards, and in Scotland, prison visiting committees;

### **What is reasonable time off?**

The amount of time which an employee is permitted to take off to perform these public duties is defined as that which is reasonable in all the circumstances, having particular regard to:

- how much time off is required overall to perform the duties and how much time off is required to perform the particular duty in question;
- how much time off the employee has already been permitted for this purpose
- the circumstances of the business and the effect of the employee's absence upon it.

### **Payment for time off**

Payment to an employee for time off for public duties will not be made.