



# Employee Handbook

Updated November 2024

**wilson** AND **co**

Drayton Motors



# Introduction

Our Employee Handbook is intended to provide helpful information that explains the policies and procedures in greater detail, but its content is not contractual in nature. Your employment contract is the key document outlining your Terms and Conditions of Employment.

This Handbook will be updated in accordance with future changes in legislation and any changes in company regulations or procedures which may be required. You will be notified of these changes.

## Tips

- ✓ Save this document to your files or home screen for easy access. You should be able to do this by 'right-clicking' on the document and saving to a certain place or even on your mobile home screen!
- ✓ If you want to get to a certain section quickly – click on the underlined header in Contents and it will jump to the required place

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## Section 1 – Health and Safety

### Health & Safety Policy

We are committed to ensuring the Health and Safety of our employees and clients and anyone affected by our business activities and to providing a safe environment for all those attending our premises through regular assessments of risks in the workplace.

In particular we are committed to maintaining safe and healthy working conditions through control of the Health and Safety risks arising from our work activities consulting with our employees and providing appropriate information, instruction, training and supervision and taking steps to prevent accidents.

Employees are required to adhere strictly to both the Company and client safety rules when working on client sites.

### Who is covered by this policy?

This policy applies to those working at all levels and grades, including Senior Managers, Officers, Directors, employees, consultants, contractors, trainees, home-workers, part-time and fixed-term employees, casual and agency employees (collectively referred to as employees in this policy).

### What is covered by this policy?

In accordance with our Health and Safety duties, we are responsible for:

- Assessing risks to Health and Safety and identifying ways to overcome them.
- Providing and maintaining a healthy and safe place to work and a safe means of entering and leaving our premises, including emergency procedures for use when needed.
- Providing information, instruction, training and supervision in safe working methods and procedures as well as working areas and equipment that are safe and without risks to health.
- Ensuring that equipment has all necessary safety devices installed, that equipment is properly maintained and that appropriate protective clothing is provided.
- Promoting co-operation between members of employees to ensure safe and healthy conditions and systems of work by discussion and effective joint consultation.
- Regularly monitoring and reviewing the management of Health and Safety at work, making any necessary changes and bringing those to the attention of all employees.
- Personnel responsible for implementation of this policy
- Our Board of Directors has overall responsibility for Health and Safety and the operation of this policy. The Board has nominated the Managing Director as the Principal Health and Safety Officer with day-to-day responsibility for Health and Safety matters.
- All employees must also recognise that everyone shares responsibility for achieving healthy and safe working conditions. Employees must consider the Health and Safety implications of their acts and/or omissions and take reasonable care for their Health and Safety and that of others.

Any Health and Safety concerns should be reported to the Managing Director.

## Standards of workplace behaviour

Employees must co-operate with the Managing Director on Health and Safety matters and comply with any Health and Safety instructions.

Employees must take reasonable care of their own Health and Safety and that of others by observing safety rules applicable to them and following instructions for the use of equipment (including safety equipment and protective clothing).

Any Health and Safety concern, however trivial it might seem, including any potential risk, hazard or malfunction of equipment, must be reported to the Managing Director.

Employees must co-operate in the investigation of any accident or incident that has led, or which we consider might have led, to injury.

Failure to comply with Health and Safety rules and instructions or with the requirements of this policy may be treated as misconduct and dealt with under our Disciplinary Procedure.

## Information and consultation

We are committed to providing information, instruction and supervision on Health and Safety matters for all employees as well as consulting with them regarding arrangements for Health and Safety management.

## Smoking and E-Cig Policy

We have a legal obligation to ensure that we 'provide and maintain a safe working environment which is, so far as is reasonably practicable, safe, without risks to health and adequate as regards facilities and arrangements for their welfare at work' in accordance with the Health & Safety at Work Act 1974.

The company recognises the dangers of smoking and passive smoking as well as the difficulties faced by long-term smokers.

In order to seek a balance between the interests of all concerned and to ensure the health and safety of its employees the organisation operates the following policy on smoking:

- Smoking is only permitted in the designated smoking area.
- The company has suitable facilities to enable the effective containment of discarded cigarette ends at each of the locations identified above. These facilities must be used at all times.
- In order to ensure the correct operation of this policy and to safeguard the health and safety of employees, infringement of this policy will be regarded as a serious breach of health and safety and will be dealt with in accordance with the organisation's disciplinary policy and procedure.
- The organisation encourages all smokers to seek advice and support in stopping smoking and can offer practical help to those who wish to do so. You should speak to the People department for further information.

## E-Cigs Policy

E-Cigs and vapers are not permitted within any part of the sites other than those stipulated below. As such, and with immediate effect, the use of these items within production zones is strictly prohibited, with the inclusion of all offices / workshops / storage areas as well as the canteen, toilets and any other offices not detailed here. Furthermore, employees are not permitted to use them in any of the office zones and outdoor areas, with the exception of the smoking/vaping shelter and personal vehicles.

The use of E-Cigs/vapers by all employees is strictly limited to the following zones:

- Smoking/Vaping Areas
- Personal vehicles

### **Non-compliance with the Smoke Free Policy**

- Employee non-compliance – Disciplinary action may be taken against an employee who smokes in the workplace. In the first instance, managers should remind the employee of the policy and its expectations and discuss the ways in which employees can comply with it.

### **Help to stop smoking**

Smokers who want to stop smoking may call the NHS smoking helpline on 0800 169 0169 or visit [www.gosmokefree.co.uk](http://www.gosmokefree.co.uk).

Employees who wish to access advice and counselling to stop smoking will be provided with reasonable paid time off over a period of 3 months from the implementation of the policy. In the first instance please discuss this with your line manager to seek approval.

### **Equipment**

All employees must use equipment in accordance with operating instructions and/or instructions given by Supervisors. Any fault with, damage to or concern about any equipment or its use must immediately be reported to the Managing Director.

Employees must ensure that Health and Safety equipment is not interfered with and that any damage is immediately reported.

No employees should attempt to repair equipment unless trained and designated to do so. Failure to report damage to or a fault with equipment or failure to use it as directed may result in action under the Disciplinary Procedure.

### **Accidents and First Aid**

Any accident at work involving personal injury should be reported to the Managing Director so that details can be recorded in the Accident Book. All employees must cooperate with any resulting investigation.

Details of First Aid facilities and trained First Aiders will be displayed on the notice board.

### **Emergency evacuation and fire precautions**

Employees should familiarise themselves with the instructions about what to do in the event of fire which are displayed on notice boards. They should also know where the fire extinguishers are, ensure that they are aware of the nearest fire exit and alternative ways of leaving the building in an emergency.

The serviced office Fire Wardens are responsible for the effective evacuation of designated areas. In the event of a suspected fire or fire alarm you must follow their instructions.

Regular fire drills are held by the serviced office and are provided to ensure that fire procedures are effective and to ensure employees are familiar with them. These drills are important and must be taken seriously.

If you discover a fire you should not attempt to tackle it unless you have been trained or feel competent to do so. You should operate the nearest fire alarm and, if you have sufficient time, call reception and report the location of the fire.

On hearing the fire alarm you should remain calm and walking quickly, not running, evacuate the building immediately following the instructions of the Fire Wardens. Do not stop to collect personal possessions and do not re-enter the building until you are told that it is safe to do so.

### **Risk assessments and manual handling**

General workplace risk assessments are carried out when required. The Managing Director is responsible for ensuring that any necessary risk assessments are undertaken and that recommended changes to the workplace and working practices are implemented.

Information on the regulation of manual handling can be obtained from HSE website.

### **Computers and display screen equipment**

If employees habitually use a computer screen or other display screen equipment (DSE) as a significant part of their work:

- they should try and organise their activity so that they take frequent short breaks from looking at the screen
- they are entitled to a workstation assessment
- they are entitled to have an eye and eyesight test carried out by an optician
- they should contact HR to request a workstation assessment or an eye test
- eye tests should be repeated at regular intervals as advised by the optician, usually every two years. However, if you experience visual difficulties which may reasonably be considered to be caused by DSE work (such as headaches, eyestrain, or difficulty in focusing) you can request a further eye test at any time.
- the Company will pay for the cost of eye tests. The Company will not normally pay for the cost of glasses or contact lenses, unless the optician advises that you have visual defects requiring glasses specifically designed for the distance of the display screen, and which cannot be corrected by normal glasses or contact lenses.

### **Review of policy**

The Managing Director will ensure that this policy is reviewed annually to ensure the effectiveness of this policy to ensure it is achieving its stated objectives.

### **Acceptable use of Computer Facilities, email and Internet**

This guidance is intended to cover the use of computers by employees in their work, and to protect both individual members of employees and their work, and the Company.

#### **General**

The Company internet connection and e-mail system is primarily for business use. Reasonable personal use is permitted, provided that this does not interfere with the performance of your work duties and responsibilities, and is outside of scheduled hours of work, or within designated breaks.

Employees may use the Internet services as above, provided that such use is consistent with professional conduct and is not for other business activities.

Employees may send and receive e-mail messages for non-business purposes; however this should be done outside normal working hours or within designated breaks.

When you send e-mail, you should remember the following:

- e-mail messages, like other documents, may need to be disclosed under the Data Protection Act and in the event of legal proceedings.
- we reserve the right to monitor and review internet use and email communications sent and received by users as necessary.
- the Company cannot guarantee that your communications are secure, or others will not access your personal e-mails without your permission.

## Section 2 – GDPR & Social Media

### Data Protection – GDPR Compliance

As a Company we need to collect and hold data about you to enable us to administer day to day tasks related to your ongoing employment/engagement (e.g. we need to know your bank detail in order that we can pay you).

The GDPR laws places a further (and new) obligation for employers to tell their employees/workers in more detail why we collect your data, what we do with it, and how long we expect to retain it.

We are permitted (under the new GDPR) to hold and process data about you because you are an employee/worker and there is a contract between us (our main legal basis for processing your information) but in addition we will seek to obtain your informed consent about the data that we may hold about you as it provides you with a better understanding of how we will use your data.

We will keep this data secure (either in locked filing cabinets in the admin office or in password protected software systems located in Admin/management PCs and on our servers).

We will not divulge this data to anyone (internally) who does not have a reason to view/access it or (externally to a 3<sup>rd</sup> party) without your express consent.

We are not planning to transfer your data outside the EEA.

Examples of the types of employment related data that we will hold and process about you will be (but not limited to):

- Recruitment data: application form and interview notes, names of previous employers, ethnic monitoring data
- Induction data: training you receive during your first weeks in the company, and a summary of all your contact details and next of kin information.
- Payroll data: salary, tax, pensions, deductions, NI contributions, CCJ, student loans, company loans.
- Time and attendance data: clock card/ swipe data, attendance and absence records.
- Medical data: self-certificates, GP Fit Notes, health questionnaires and reasons for absence (we will seek your further permission for more in depth medical reports/ data).
- Details of disciplinary and grievance investigations and outcomes.
- Benefit information: holidays, Company cars, participation in Co benefit schemes (e.g. pensions, medical insurance, childcare tax vouchers, bike to work) Some schemes may require us to pass this information to external 3<sup>rd</sup> party benefit providers who run these schemes on our behalf.
- Security data: your image may appear on our CCTV security surveillance system

You are able to see and check the data that we hold about you at any time (free of charge). You can also request that out-of-date (or redundant) data can be destroyed/deleted.

The person responsible in our Company for compliance (“the Compliance Officer”) with this policy is Marcus McVeigh and he can be contacted via email at [marcus.mcveigh@wilsonandco.com](mailto:marcus.mcveigh@wilsonandco.com)

If you are unhappy with any aspect of the Company processing your data please contact our Data Controller in the first instance. If you wish to make a formal complaint you can do so to the government body in charge (Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF or at [www.ICO.org.uk](http://www.ICO.org.uk))

## **Misuse of computer facilities**

As stated above, the Company permits occasional personal use of computing facilities. Employees should be careful not to misuse these facilities, for instance by:

- hacking - attempting to access systems or confidential information within or outside the Company without authority, or encouraging others to do so
- deliberately accessing from the internet material, which is contrary to legislation, Company rules or policies (e.g. equal opportunities), or is likely to be offensive
- promoting discrimination on the basis of race, gender, national origin, age, marital status, sexual orientation, religion or disability
- sending threatening e-mails and/or illegal activities.
- sending messages of a commercial nature unrelated to the Company
- e-mail communications, which constitute bullying, or harassment, as defined in the Equal Opportunities Policy

## **Investigation of misuse and interception**

The Managing Director may need to inspect any files held on any of the Company's computing systems, if deemed necessary. Any investigation will comply with the Data Protection Act.

## **Misuse and disciplinary action**

The Managing Director will decide in the light of the outcome of an investigation of possible misuse of computing facilities whether disciplinary action is appropriate, and if it is judged appropriate, instigate necessary action in accordance with the disciplinary procedures outlined in this Handbook.

## **Social Media**

For the purposes of this policy, social media is a type of interactive online media that allows parties to communicate instantly with each other or to share data in a public form. This includes online social forums such as Twitter (X), Facebook and LinkedIn. Social media also covers blogs and video and image sharing websites such as YouTube and Snapchat.

Employees should be aware that there are many more examples of social media that can be listed here, and this is a constantly changing area. Employees should follow these guidelines in relation to any social media that they use.

## **Use of Social Media at Work**

Company computer equipment should not be used for accessing social media unless when directly related to business activities. Personal use is strictly not permitted.

## **Monitoring Use of Social Media During Work Time**

The Company reserves the right to monitor employee's internet usage but will endeavour to inform an affected employee when this is to happen and the reasons for it. The company considers that valid reasons for checking an employee's internet usage include suspicions that the employee has:

- Been using social media websites when he/she should be working: or
- Acted in a way that is in breach of the rules set out in this policy.

*The organisation reserves the right to retain information that it has gathered on employee's use of the internet for a period of one year.*

Access to particular social media websites may be withdrawn in any case of misuse.

### **Excessive Use of Social Media at Work**

Employees should not spend an excessive amount of time whilst at work using social media websites, even if they claim to be doing so as part of their work. This is likely to have a detrimental effect on employee's productivity. They should ensure that use of social media does not interfere with their other duties.

Access to particular social media websites may be withdrawn in any case of misuse.

### **Social Media in your Personal Life**

The company recognises that many employees make use of social media in a personal capacity. While they are not acting on behalf of the company, employees must be aware that they can damage the company if they are recognised as being one of our employees.

If employees do discuss their work on social media for example giving opinions on their specialism or the sector in which the company operates, they must include on their profile a statement along the following lines: " The views I express here are mine alone and do not necessarily reflect the views of my employer".

Any communications that employees make in a personal capacity through social media must not:

- Bring the company into disrepute, for example by:
  - Criticising or arguing with customers, colleagues or rivals.
  - Making derogatory comments about the company, individuals or other organisations or groups: or
  - Posting images that are inappropriate or links to inappropriate content:
- Breach confidentiality, for example by:
  - Revealing trade secrets or information owned by the company.
  - Giving away confidential information about an individual (Such as a colleague or a customer contact) or organisation such as a rival business: or
  - Discussing the company's internal workings such as deals that are being done with a customer/client. Or its future business plans that have not been communicated to the public.
- Breach copyright for example by:
  - Failing to give acknowledgment where permission has been given to reproduce something or do anything that could be considered discriminatory against, or bullying or harassment of, any individual for example by:
  - Making offensive or derogatory comments relating to sex, gender reassignment, race including nationality, disability, sexual orientation, religion or belief or age.
- Using social media to bully another individual (such as an employee of the company) or
- Posting images that are discriminatory or offensive or links to such content.

### **Disciplinary Action**

All employees are required to adhere to the above IT / Internet / Email and Social Media policies. Employees should note that any breaches of these policies may lead to disciplinary action. Serious breaches of this policy, for example incidents of bullying of colleagues or inappropriate social media activity including causing serious damage to the organisation its employees or clients, may constitute gross misconduct and lead to summary dismissal.

Suspected criminal conduct may be reported to the police.

The Organisation reserves the right to check the social media accounts of employees in accordance with the internet and monitoring policy.

## Section 3 - ABSENCE

### Annual Holiday

You can take 22 days paid holiday every year. In addition, you will be entitled an extra 1 day's holiday at 5, 10 and 15 years of continuous service, at 31 December each year to a maximum of 25 days. Our holiday year runs from 1 January to 31 December.

*For example, if you have worked for the company for 5 years on the 15 June 2019, you will then have a holiday entitlement of 23 days in 2020.*

Employees are required to take a minimum of 6 days holiday every four months to ensure that holiday balances are managed across the departments and businesses. Sales Consultants who have a higher entitlement due to the working of bank holidays will be required to take a minimum of 7 days.

For those joining part way through the year and with a lower holiday entitlement, managers will advise on the required minimum holidays to be used.

Employees must provide at least 4 weeks' notice in advance for holidays of more than two weeks in duration, and two weeks for holidays of one week or less. Arrangements should not be made before authorisation.

Employees are expected to take all of their annual leave entitlement within the holiday year, by prior arrangement and agreement with their Manager.

Employees may not take more than 10 working days at any one time unless otherwise agreed by the Managing Director.

All proposed holiday dates must be agreed in advance with the Company since all holidays must be taken at times convenient to both the Company and employees. The Company reserves the right to specify the number of employees that will be permitted to take holidays at the same time to ensure the efficient running of the business, all holidays are granted at the discretion of the Company.

Employees joining the Company during the holiday year will have leave calculated on a strictly proportionate basis and rounded up to the nearest half day.

Where an employee requires a holiday in their first 6 months of employment and insufficient holidays have been accrued these will be unpaid and repaid, upon request, when accrual is in line with days taken or end of calendar year.

Upon termination of employment for any reason, employees will be entitled to a pro rata payment in lieu of any unused holiday entitlement. This will be calculated for complete months served. The Company reserves the right to deduct payment for holidays taken in excess of any accrued holiday entitlement from final salary payment.

### Bonus/Commission Payments during Holidays

For all employees who receive bonus/commission payments as part of their regular pay, they will be entitled to receive a proportion of this when taking holidays.

This is calculated as an average of all bonus/commission earned in the rolling 12 months prior to the holiday being taken (For any employees with less than 12 months service the total number of completed weeks prior to the holiday will be taken into account). This will then be paid in addition to your basic holiday pay.

In line with standard bonus/commission payments this will be paid in arrears in the payroll month following the holiday being taken.

## **Sickness**

The Company will meet its statutory obligations and make statutory sick payments according to governing legislation.

If employees are absent from work due to sickness they must notify their Manager (personally unless not possible due to the nature of the illness) no later than 9.00am and continue to notify in this manner for all subsequent sickness absence days.

If an employee is absent from work due to sickness for a period of 7 consecutive days or less, a self-certification form must be completed immediately on your return to work. A Fit Note (formerly known as a Doctor's Sick Note) will be required for absence in excess of 7 days.

## **Doctor, Dentist or Hospital appointments**

All appointments should be made outside of working hours, but if this is not possible then as close to the normal working start or end time as possible.

## Section 4 – Company Benefit Schemes

The Company provides a competitive package of benefits to all eligible full time and part time employees. The following outline of available benefits is provided with the understanding that benefit plans may change or be withdrawn at any time.

All schemes are managed by the Scheme Coordinator, Zoë Leigh, contactable by email at [zoe.leigh@rjtkgroup.com](mailto:zoe.leigh@rjtkgroup.com)

To be eligible for any of the schemes listed you must have completed 6 months employment with the Company and have been signed off as successfully completing your probationary period.

- Techscheme – The Techscheme is an affordable way to have the must have tech. Choose the latest tech, up to the value of £1,500, pay through your salary and spread the cost over 12 months.
- Bike to Work – The bike to work scheme is a cost effective way to purchase a new bike/cycle equipment and provides tax exemption whereby you save in Income Tax and National Insurance contributions by having the cost of the bike/equipment deducted from your gross salary as salary sacrifice. The limit for this scheme is £1,000 and payments are spread over 12 months.

Should your employment end whilst you are part of these schemes, the outstanding balance will be deducted from any final salary payments due.

- Car Scheme – The Car Scheme offers eligible employees the chance to choose a brand new Vauxhall, from the list provided, at discounted rates and changed every six months. The vehicle will remain the property of the Company, with you the employee, as the registered keeper. At the end of the six month period you return the vehicle and choose another from the list provided.

Should your employment end whilst participating in the car scheme, the vehicle must be returned to the site or alternative finance arrangements undertaken to take full ownership and make full payment for the vehicle.

## Section 5 – Second Job Policy

### Policy

The Company operates the following policy on the subject of employees taking a second job.

A "second job" for the purposes of this policy is any job, whether paid or unpaid, with any employer and on any type of contractual arrangement or any type of self-employment.

If employees wish to take another job, before commencing the second job, they must request and be granted written permission. The Company does not prohibit employees from taking secondary employment and will not unreasonably withhold permission for them to work in a second job, provided that the second job does not interfere, and is not likely to interfere, with the performance of the employee's job with this Company.

To request permission to take a second job, employees should speak to their Line Manager and inform him/her as to:

- the name of the second employer;
- the type of business in which the second employer is engaged;
- the type of work involved;
- the proposed hours of work;
- the proposed location of the work.

The Line Manager will give you a decision on whether or not permission is granted. The decision will be given within 14 days of the request being received, and will be confirmed in writing.

The Company reserves the right to refuse any request to take a second job if:

- the job is with a competitor organisation or an organisation engaged in the same type of business;
- the job is with a customer or client of this organisation;
- the job is with an organisation that provides goods or services to this organisation, or has any other type of contractual arrangement with this organisation;
- the job or the type of work involved might, in the opinion of the Company, represent a conflict of interest or might reflect badly on the reputation of this organisation;
- the hours of work would be likely, in the opinion of the Company, to interfere with performance, attendance and/or timekeeping;
- the hours involved in the second job might have an adverse impact on an employee's availability to work overtime for this Company, as required by your contract of employment;
- the total number of hours worked in both jobs would be likely, in the opinion of the Company, to impact on Health and Safety, or contravene any of the provisions of the Working Time Regulations 1998.

If the Company grants permission to take a second job, the arrangements must be reviewed at least twice a year. If at any time the Company considers that there might be a problem (for example if an employee frequently appears tired or distracted in the Company's opinion) the Line Manager will immediately set up an informal meeting with the employee to review the matter.

The Company reserves the right, at any time, to rescind its permission for an employee to hold the second job if, in the Company's reasonable view, the second job is having an adverse impact on performance, attendance or timekeeping (or any other aspect of employment with the Company).

When permission is rescinded, the Company will provide the employee with full reasons for the decision and provide reasonable notice, so as to allow notice of termination to be given to the second employer.

If an employee is granted permission under this policy to take a second job, they have a duty to the Company to ensure that they remain fit to do their job, for example to make sure that they do not become over-tired through working long hours.

Any employee who acts in breach of this policy, for example by taking a second job (including self-employment) without first obtaining permission, or by lying about or failing to disclose the circumstances of a second job, will be subject to disciplinary action up to and including summary dismissal.

## Section 6 – Policy on Receiving Gifts

In general, the Company does not believe that it is appropriate for employees to accept gifts from customers, suppliers or any other person or organisation with which the Company has (or might have) business connections. This is because it is important to ensure that no employee acts in any way that is inconsistent with the Company's objectives or with the integrity of the business by accepting a gift in circumstances where it could influence, or be seen to influence, that employee's business actions or decisions.

### Purpose and scope

Any breach of the policy will be regarded as misconduct, leading to disciplinary action up to and including summary dismissal.

### Receipt of gifts - disclosure

Any employee who receives a gift of any kind from an existing or potential business contact must disclose the fact of the gift, its nature and the identity of the sender to their Line Manager. If the gift is anything other than a small token of appreciation having no substantial financial value, the employee will be required to return the gift to the sender with a polite note thanking them and explaining that it is the Company's policy that employees should not receive gifts.

If, in the opinion of the Line Manager, the gift might constitute a bribe or other inducement, the employee will be asked to pass the gift to the Managing Director, who will return it to the sender with a suitable letter explaining the Company's policy and asking that it be respected in the future.

In cases where the employee's Line Manager agrees that the gift was sent to the employee as a token of gratitude for work carried out to a particularly high standard or for an exceptional level of service given, the employee may, at the Line Manager's discretion, be permitted to retain the gift. Thus small gifts that are genuinely given as a token of appreciation or gratitude will be acceptable, provided that the employee properly declares the gift in line with this policy and provided that the employee does not subsequently treat the person who sent the gift more favourably than other customers/suppliers, etc.

This policy does not apply to promotional gifts, i.e. items such as stationery or pens that bear the logo or Company name of another organisation, provided that these have no significant value. However, since it is likely that such gifts will be received by only a limited number of employees, they should be shared amongst other members of employees where appropriate.

### Conflicts of Interest

Employees must make the Company immediately aware of any conflict of interest you may have with suppliers, customers, employees or prospective employees.

If the Company discovers that an employee has a known conflict of interest with a supplier, customer, employee or prospective employee (and, as such, the employee has not acted in the best interests of the Company), this will constitute a disciplinary offence and will be dealt with under the Company's disciplinary procedure. Depending on the seriousness of the offence, it may be treated as Gross Misconduct and could render the employee liable to summary dismissal.

## Section 7 – Disciplinary Procedure

### Introduction

It is necessary for the proper operation of the Company's business and the Health and Safety of the Company's employees that the Company operates a disciplinary procedure. The following procedure will be applied fairly in all instances where disciplinary action is regarded as necessary by the Company's management, save to the extent that a minor reprimand is given for any minor act of misconduct committed by an employee.

This Policy is non-contractual.

The Company reserves the right to implement the procedure at any stage as set out below taking into account the alleged misconduct of an employee. Employees will not ordinarily be dismissed for a first disciplinary offence.

Where time limits are referred to in the course of this procedure they may be varied by agreement between the employee and the Company.

Employees have the right to be accompanied at a formal disciplinary hearing by a fellow worker or trade union official of their choice.

Matters that the Company views as amounting to disciplinary offences include (but are not limited to):

- persistent bad timekeeping;
- unauthorised absence;
- minor damage to Company property;
- failure to observe Company procedures;
- abusive behaviour;
- unreasonable refusal to follow an instruction issued by a Manager or Supervisor;
- poor attendance;
- bribery or corruption
- smoking in non-designated areas of the Company's premises.

This list is not intended to be exhaustive.

### Investigation

An employee's Supervisor or Manager will promptly and thoroughly investigate any matter that is reasonably suspected or believed to contravene any of the Employer's policies or rules or may otherwise be a disciplinary matter. The employee will be informed as soon as possible as to the fact of an investigation and when it has been concluded.

There may be instances where suspension with pay is necessary while investigations are carried out. The Company has the right to suspend with pay where there are reasonable grounds for concern that evidence may be tampered with, destroyed or witnesses pressurised before the disciplinary hearing, or if there is a potential risk to the business or other employees or third parties in allowing the employee to remain at work.

Depending on the circumstances of the case, the employee may be invited to attend an investigatory interview. If such an interview is held prior to a disciplinary hearing, the employee will be informed at the outset that the interview is an investigatory interview.

There is no right for employees to be accompanied at a formal investigatory interview. The Company reserves the right to dispense with an investigatory interview and to proceed directly to a formal disciplinary hearing.

## Procedure

Where, upon completion of an investigation, there are reasonable grounds to believe that an employee has committed an act of misconduct; the employee will be invited to attend a disciplinary hearing before the employee's Line Manager or Manager of a similar level to the line Manager. In the event of poor performance by an employee, disciplinary hearings will usually be undertaken only where counselling of the employee, further training (if appropriate) and oral warnings have failed to produce a satisfactory improvement to performance.

In the event of a disciplinary hearing taking place the Company will:

- give the employee a minimum of two working days' advance notice of the hearing;
- tell the employee the purpose of the hearing and that it will be held under the Employer's disciplinary procedure;
- explain the employee's right to be accompanied at the hearing by a fellow worker or trade union official;
- give the employee written details of the nature of their alleged misconduct;
- provide to the employee all relevant information (which should include statements taken from any fellow employees or other persons that the Company intends to rely upon against the employee) not less than two working days in advance of the hearing.

Where the employee is unable to attend a disciplinary hearing and provides a good reason for failing to attend, the hearing will be adjourned to another day. The Company will comply with the above in respect of giving notice of the rearranged hearing.

Unless there are special circumstances mitigating against it, if the employee is unable to attend the rearranged hearing, the rearranged hearing will take place in the employee's absence. The employee's fellow worker or trade union official may attend in such circumstances and will be allowed the opportunity to present the employee's case. The employee will also be allowed to make written submissions in such a situation.

Where the chosen companion is unavailable on the day scheduled for the meeting, it will be rescheduled, provided that the employee proposes an alternative time within five working days of the scheduled date.

### Role of companion

The employee's chosen companion has the right to address the hearing to put the employee's case, sum up the case and respond on the employee's behalf to any view expressed at the hearing. The companion may also confer with the employee during the hearing. However, there is no requirement for the employer to permit the companion to answer questions on behalf of the employee, or to address the hearing where the employee indicates that they do not wish this.

### The disciplinary hearing

A disciplinary hearing will normally be conducted by the employee's Manager together with a Company representative. Any member of Management responsible for the investigation of the disciplinary offence(s) shall not be a member of the panel, although such Managers may present any supporting facts and material to the disciplinary hearing.

The employee will be entitled to be given a full explanation of the case against them and be informed of the content of any statements provided by witnesses. The employee will be able to call their own witnesses.

They will be permitted to set out their case and answer any allegations.

The employee will be given a reasonable opportunity to ask questions, present evidence and call relevant witnesses. They will also be given the opportunity to raise points about any information provided by witnesses.

Where the Company intends to call relevant witnesses it will give the employee advance notice of this. The employee must also give advance notice if they intend to call relevant witnesses.

The Company may adjourn the disciplinary proceedings if it appears necessary or desirable to do so (including for the purpose of gathering further information). The employee will be informed of the period of any adjournment. If further information is gathered, the employee will be allowed a reasonable period of time, together with their fellow worker or trade union official, to consider the new information prior to the reconvening of the disciplinary proceedings.

As soon as possible after the conclusion of the disciplinary proceedings, the disciplining officer will convey the decision to the employee and will also inform the employee what disciplinary action, if any, is to be taken. The decision will be confirmed in writing. The employee will be notified of their right of appeal under this procedure.

### **Disciplinary action**

Where, following a disciplinary hearing, the Company establishes that the employee has committed a disciplinary offence; the following disciplinary action may be taken:

Where a minor offence or offences have been committed, a recorded oral warning may be given. The warning will ordinarily state that any further misconduct will render the employee liable to further, more severe disciplinary action.

The employee should be informed of the period that the warning will remain "live". During this period, the Company may rely on such a warning in the event of further misconduct on the part of the employee.

Where either a more serious disciplinary offence has been committed or further minor offences have been committed by an employee following a recorded oral warning that remains "live", the employee will receive a first written warning.

The warning will:

- set out the nature of the offence committed;
- inform the employee that further misconduct is liable to result in further disciplinary action under this procedure;
- specify the period for which the warning will remain "live", after such period the warning will automatically lapse; and
- state that the employee may appeal against the warning.

Where a serious disciplinary offence amounting to gross misconduct has been committed, thereby justifying summary dismissal, but the Company decides, after taking into account all appropriate circumstances, that a lesser penalty is appropriate, or, where an employee commits further disciplinary offences after a first written warning has been issued and remains "live", a final (or combined first and final) written warning may be given.

Such a warning will:

- set out the nature of the offence committed;
- inform the employee that further misconduct is likely to result in his/her dismissal;
- state that the employee may appeal against the warning.

Where the employee has committed further acts of misconduct (these being acts of misconduct other than gross misconduct) following a final written warning given above, the employee may be dismissed with notice.

Where the Company establishes that an employee has committed an act of gross misconduct, the employee may be summarily dismissed.

Where a final written warning is given to an employee, the Company may also impose on the employee:

- disciplinary suspension (i.e. without pay) of up to two weeks;
- demotion
- transfer to a job of a lower status.

The above sanctions may be imposed in conjunction with other forms of disciplinary action, or as an alternative to dismissal.

## **Appeal**

An employee may appeal against any disciplinary sanction imposed against them, with the exception of an informal oral warning. The appeal will be heard by a Senior Manager who has not been involved in the decision to impose the disciplinary sanction on the employee. The Senior Manager is obliged to consider any representations made by the employee, the employee's fellow employee or trade union official and those of the Manager who conducted the investigation and the Manager who conducted the disciplinary hearing and imposed the disciplinary sanction. The Senior Manager hearing the appeal will decide on the basis of both sets of representations, together with any subsequent facts that may have come to light, whether or not to uphold the disciplinary sanction. In the event that the Senior Manager finds for the employee, the Senior Manager shall allow the appeal and shall remove all records of the disciplinary sanction from the employee's record. In the event that the Senior Manager does not accept the representations made by or on behalf of the employee, the Senior Manager will uphold the disciplinary sanction.

When lodging an appeal, the employee should state the grounds of appeal; and whether they are appealing against the finding that they have committed the alleged act or acts of misconduct, or against the level of disciplinary sanction imposed.

The employee must provide written notice of the appeal within five working days of being informed of the disciplinary sanction being imposed against them.

Appeal hearings will normally take place within fourteen days of receipt of the employee's written notice of appeal.

Upon completion of the appeal, the Senior Manager conducting the hearing will convey their decision to the employee. The decision will be confirmed in writing within one week. The Company's decision at the appeal is final.

Where an appeal lies against a dismissal, the disciplining officer's decision to dismiss will have had immediate effect and, therefore, if the dismissal is by notice, the period of notice will already have commenced on the date that the decision was given by the disciplining officer.

If the disciplining officer's decision was to dismiss the employee summarily without notice, the Company will be under no obligation to reinstate or pay the employee for any period between the date of the original dismissal and the appeal decision and the original date of termination will stand.

In the event that the disciplining officer's decision was to dismiss with notice, and such notice has not expired, then the employee will be reinstated with immediate effect and their continuous service will not be affected.

## Gross misconduct

Gross misconduct is misconduct of such a serious and fundamental nature that it breaches the contractual relationship between the employee and the Company. In the event that an employee commits an act of gross misconduct, the Company will be entitled to terminate summarily the employee's contract of employment without notice or pay in lieu of notice.

Matters that the Company views as amounting to gross misconduct include (but are not limited to):

- stealing from the Company, members of employees or the public;
- other offences of dishonesty, theft or fraud;
- falsification of a qualification that is a stated requirement of the employee's employment or results in financial gain to the employee;
- falsification of records, reports, accounts, expense claims or self-certification forms, whether or not for personal gain;
- sexual misconduct at work;
- fighting with or physical assault on members of employees, customers or the public;
- deliberate damage to or misuse of the Company's property;
- serious damage to the Company's property;
- drunkenness or being under the influence of illegal drugs while at work;
- possession, custody or control of illegal drugs on the Company's premises;
- serious breach of the Company's rules, including, but not restricted to, Health and Safety rules and rules on computer use;
- gross negligence;
- conviction of a criminal offence that is relevant to the employee's employment;
- conduct that brings the Company's name into disrepute;
- bullying, discrimination or harassment of a fellow worker on the grounds of sex, sexual orientation, race, disability, age or religion or belief;
- Communicating confidential or commercially sensitive information to third parties (subject to the Public Interest (Disclosure) Act 1998);
- Taking bribes in connection with employment
- Disregard of the FCA Consumer Duty regulations in sales process

Other acts of misconduct may come within the general definition of gross misconduct. This list is not intended to be exhaustive.

## Miscellaneous

If an employee who is an accredited representative of a trade union recognised by the Company at any time for collective bargaining purposes is suspected of having committed a disciplinary offence, the Company will take no action under this procedure (with the exception of suspending the employee in a case of suspected or known gross misconduct) until the Company has had a chance to discuss the matter, with the prior agreement of the employee, with a full-time official of that trade union.

This procedure will be periodically reviewed. Any amendment to it will be notified to employees in writing by the Company and such written advice will inform employees as to the date when any amendment comes into effect.

## Section 8 – Grievance Procedure

### Introduction

The Company believes that all employees should be treated fairly and with respect. If an employee is unhappy about the treatment that they have received or about any aspect of their work, they should discuss this with their Line Manager, who will attempt to resolve the situation on an informal basis. If an employee feels unable to approach their Line Manager directly, they should approach an alternative Manager, who will discuss ways of dealing with the matter.

This Policy is non-contractual.

Where attempts to resolve the matter informally do not work, it may be appropriate for an employee to raise a formal grievance under this procedure. A formal grievance should be concerned with the way in which an employee has been treated by the Company or Managers acting on its behalf. Complaints that amount to an allegation of misconduct on the part of another employee will be investigated and dealt with under the disciplinary procedure and the complainant will be informed of the outcome.

Grievances may be concerned with a wide range of issues, including the allocation of work, working environment or conditions, the opportunities given for career development or the way in which an employee has been managed. However, issues that are the subject of collective negotiation or consultation with any trade union or employee council will not be considered under the grievance procedure.

Complaints that an employee may have about any disciplinary action taken against them should be dealt with as an appeal under the disciplinary procedure.

Grievances raised while an employee is subject to disciplinary proceedings will usually be heard only when the disciplinary process has been completed. Insofar as a grievance has any bearing on the disciplinary proceedings, it can be raised as a relevant issue in the course of those proceedings.

### The right to be accompanied

Employees have the right to be accompanied by a fellow worker or trade union official at any grievance meeting or subsequent appeal. The trade union official need not be an employee of the Company, but if they are not a fellow worker or an employee of their union, the Company may insist on them being certified by the union as being experienced or trained in accompanying employees at grievance hearings.

The choice of companion is a matter for an employee, but the Company reserves the right to refuse to accept a companion whose presence would undermine the grievance process. Please note that individual workers are not obliged to agree to accompany employees. Companions will be given appropriate paid time off to allow them to accompany colleagues at a grievance hearing or appeal hearing.

At any hearing or appeal hearing, the chosen companion will be allowed to address the meeting, respond on the employee's behalf to any view expressed in the hearing, and sum up the case on their behalf. However, both the hearing and appeal hearing are essentially meetings between the employer and employee, so any questions put directly to the employee should be dealt with by them and not their companion.

Where the chosen companion is unavailable on the day scheduled for the meeting or appeal, the meeting will be rescheduled, provided that the employee can propose an alternative time within five working days of the scheduled date.

## **Accessibility**

If any aspect of the grievance procedure causes the employee difficulty on account of any disability that they may have, or they need assistance because English is not their first language, then the Company will make appropriate arrangements on request from the employee.

## **Conducting the grievance procedure**

The Company recognises that a formal grievance procedure can be a stressful and upsetting experience for all parties involved. Everyone involved in the process is entitled to be treated calmly and with respect. The Company will not tolerate abusive or insulting behaviour from anyone taking part in or conducting grievance procedures and will treat any such behaviour as misconduct under the disciplinary procedure.

## **Formal grievance procedure**

### **Making the complaint**

The first stage of the grievance procedure is for the employee to put the complaint in writing. This written statement will form the basis of the subsequent hearing and any investigations, so it is important that this sets out clearly the nature of the grievance and indicate the outcome that is being sought. If the grievance is unclear, the Company will ask for this to be clarified before any meeting takes place.

The complaint should be headed "Formal Grievance" and sent to the employee's Line Manager. If the complaint relates to the way in which an employee's Line Manager is treating them, the complaint may be sent to an alternative Manager.

Further attempts may be made to resolve the matter informally, depending on the nature of the complaint.

Before proceeding to a full grievance hearing, it may be necessary to carry out investigations of any allegations made by the employee, although the confidentiality of the grievance process will be respected. If any evidence is gathered in the course of these investigations, the employee will be given a copy long enough in advance of the hearing for the employee to consider their response. In exceptional circumstances, the evidence given by individuals may have to remain confidential. Where confidentiality is necessary, this will be explained to the employee and an appropriate summary of the evidence gathered will be given to them.

### **The grievance hearing**

The hearing will be held as soon as is reasonably practicable and, subject to any need to carry out prior investigations, within ten working days of the receipt of the written complaint. It will be conducted by a Manager and attended by a representative of the Company. At the meeting, the employee will be asked to explain the nature of their complaint and what action they feel should be taken to resolve the matter. Where appropriate, the meeting may be adjourned to allow further investigations to take place.

The employee should ensure that they attend the meeting at the specified time. If they are unable to attend because of circumstances beyond their control, they should inform the Hearing Manager as soon as possible. If the employee fails to attend without explanation, or if it appears that they have not made sufficient attempts to attend, the hearing may take place in their absence.

While the employee will be given every opportunity to explain their case fully, they should confine their explanation to matters that are directly relevant to the complaint. Focusing on irrelevant issues or incidents that took place long before the matters in hand is not helpful and can hinder the effective handling of the complaint. The Manager

conducting the hearing will intervene if they think that the discussion is straying too far from the key issue. The Manager may also intervene to ensure that the meeting can be completed within a reasonable timeframe, depending on the nature and complexity of the complaint.

Following the meeting, the employee will be informed in writing of the outcome within seven working days and told of any action that the Company proposes to take as a result of the complaint.

If the employee is dissatisfied with the outcome, they may make a formal appeal.

## **Appeal**

An appeal should be made in writing to the Manager who conducted the initial grievance hearing. This should clearly state the grounds of the appeal, i.e. the basis on which the result of the grievance was wrong or that the action taken as a result was inappropriate. This should be done within five working days of the written notification of the outcome of the grievance. An appeal meeting will be arranged to take place within ten working days of the submission of your formal appeal.

The employee should ensure that they attend the meeting at the specified time. If they are unable to attend because of circumstances beyond their control, they should inform the person handling the grievance of this as soon as possible. If the employee fails to attend without explanation, or if it appears that they have not made sufficient attempts to attend, the hearing may take place in their absence.

The appeal hearing will be conducted by the next line of management or same level of management where a more senior person is not available. The person hearing the appeal will consider the grounds that the employee has put forward and assess whether or not the conclusion reached in the original grievance hearing was appropriate. The appeal is not a rehearing of the original grievance, but rather a consideration of the specific areas of dissatisfaction in relation to the original grievance. The Manager conducting the appeal may therefore confine discussion to those specific areas rather than reconsider the whole matter afresh.

Following the appeal meeting, you will be informed of the outcome within five working days. The outcome of this meeting will be final.

## Section 9 – Whistle-blowing Policy

### Introduction

This policy applies to all employees and officers of the Company. Other individuals performing functions in relation to the organisation, such as agency workers and contractors, are encouraged to use it.

It is important to the business that any fraud, misconduct or wrongdoing by workers or officers of the organisation is reported and properly dealt with. The Company therefore encourages all individuals to raise any concerns that they may have about the conduct of others in the business or the way in which the business is run.

This policy sets out the way in which individuals may raise any concerns that they have and how those concerns will be dealt with.

### Background

The law provides protection for workers who raise legitimate concerns about specified matters. These are called "qualifying disclosures". A qualifying disclosure is one made in the public interest by an employee who has a reasonable belief that:

- a criminal offence;
- a miscarriage of justice;
- an act creating risk to health and safety;
- an act causing damage to the environment;
- a breach of any other legal obligation; or
- concealment of any of the above;

is being, has been, or is likely to be, committed.

It is not necessary for the worker to have proof that such an act is being, has been, or is likely to be, committed - a reasonable belief is sufficient. The worker has no responsibility for investigating the matter - it is the Company's responsibility to ensure that an investigation takes place.

An employee who makes such a protected disclosure has the right not to be dismissed, subjected to any other detriment, or victimised, because they have made a disclosure.

The organisation encourages employees to raise their concerns under this procedure in the first instance. If an employee is not sure whether or not to raise a concern, they should discuss the issue with their Line Manager.

### Principles

- Everyone should be aware of the importance of preventing and eliminating wrongdoing at work. Employee's should be watchful for illegal or unethical conduct and report anything of that nature that they become aware of.
- Any matter raised under this procedure will be investigated thoroughly, promptly and confidentially, and the outcome of the investigation reported back to the person who raised the issue.
- No employee will be victimised for raising a matter under this procedure.
- This means that the continued employment and opportunities for future promotion or training of the employee will not be prejudiced because they raised a legitimate concern.
- Victimisation of an employee for raising a qualified disclosure will be a disciplinary offence.
- If misconduct is discovered as a result of any investigation under this procedure the Company's disciplinary procedure will be used, in addition to any appropriate external measures.
- Maliciously making a false allegation is a disciplinary offence.

- An instruction to cover up wrongdoing is itself a disciplinary offence. If told not to raise or pursue any concern, even by a person in authority such as a Manager, employees' should not agree to remain silent. They should report the matter to a Director.

This procedure is for disclosures about matters other than a breach of an employee's own contract of employment. If an employee is concerned that their own contract has been, or is likely to be, broken, they should use the Company's grievance procedure.

## **Procedure**

In the first instance, and unless the employee reasonably believes their Line Manager to be involved in the wrongdoing, or if for any other reason the employee does not wish to approach their Line Manager, any concerns should be raised with the employee's Line Manager. If they believe the Line Manager to be involved, or for any reason does not wish to approach the Line Manager, then the employee should proceed straight to paragraph 3 below.

The Line Manager will arrange an investigation into the matter (either by investigating the matter personally or immediately passing the issue to someone in a more senior position). The investigation may involve the employee and other individuals involved giving a written statement. Any investigation will be carried out in accordance with the principles set out above. The employee's statement will be taken into account, and they will be asked to comment on any additional evidence obtained. The Line Manager (or the person who carried out the investigation) will then report to the board, which will take any necessary action, including reporting the matter to any appropriate government department or regulatory agency. If disciplinary action is required, the Line Manager (or the person who carried out the investigation) will start the disciplinary procedure. On conclusion of any investigation, the employee will be told the outcome of the investigation and what the board has done, or proposes to do, about it. If no action is to be taken, the reason for this will be explained.

If the worker is concerned that their Line Manager is involved in the wrongdoing, has failed to make a proper investigation or has failed to report the outcome of the investigations to the board, they should inform a Director of the organisation, who will arrange for another Manager to review the investigation carried out, make any necessary enquiries and make their own report to the board. If for any other reason the employee does not wish to approach their Line Manager they should also in the first instance contact a Director. Any approach to the Director will be treated with the strictest confidence and the employee's identity will not be disclosed without their prior consent.

If on conclusion of the stages above, the employee reasonably believes that the appropriate action has not been taken, they should report the matter to the proper authority. The legislation sets out a number of bodies to which qualifying disclosures may be made. These include:

- HM Revenue & Customs;
- the Financial Services Authority;
- the Office of Fair Trading;
- the Health and Safety Executive;
- the Environment Agency;
- the Director of Public Prosecutions;
- the Serious Fraud Office.

## Section 10 – Equal Opportunities Policy

### Our commitment

The Company is committed to providing equal opportunities in employment and to avoiding unlawful discrimination in employment and against customers.

This policy is intended to assist the Company to put this commitment into practice. Compliance with this policy should also ensure that employees do not commit unlawful acts of discrimination.

Striving to ensure that the work environment is free of harassment and bullying and that everyone is treated with dignity and respect is an important aspect of ensuring equal opportunities in employment.

### The law

It is unlawful to discriminate directly or indirectly in recruitment or employment because of age, disability, sex, gender reassignment, pregnancy, maternity, race (which includes colour, nationality and ethnic or national origins), sexual orientation, religion or belief, or because someone is married or in a civil partnership. These are known as "protected characteristics".

Discrimination after employment may also be unlawful, e.g. refusing to give a reference for a reason related to one of the protected characteristics.

Employees should not discriminate against or harass a member of the public in the provision of services or goods. It is unlawful to fail to make reasonable adjustments to overcome barriers to using services caused by disability. The duty to make reasonable adjustments includes the removal, adaptation or alteration of physical features, if the physical features make it impossible or unreasonably difficult for disabled people to make use of services. In addition, service providers have an obligation to think ahead and address any barriers that may impede disabled people from accessing a service.

### Types of unlawful discrimination

Direct discrimination is where a person is treated less favourably than another because of a protected characteristic. An example of direct discrimination would be refusing to employ a woman because she is pregnant.

In limited circumstances, employers can directly discriminate against an individual for a reason related to any of the protected characteristics where there is an occupational requirement. The occupational requirement must be crucial to the post and a proportionate means of achieving a legitimate aim.

Indirect discrimination is where a provision, criterion or practice is applied that is discriminatory in relation to individuals who have a relevant protected characteristic (although it does not explicitly include pregnancy and maternity, which is covered by indirect sex discrimination) such that it would be to the detriment of people who share that protected characteristic compared with people who do not, and it cannot be shown to be a proportionate means of achieving a legitimate aim.

Harassment is where there is unwanted conduct, related to one of the protected characteristics (other than marriage and civil partnership, and pregnancy and maternity) that has the purpose or effect of violating a person's dignity; or creating an intimidating, hostile, degrading, humiliating or offensive environment. It does not matter whether or not this effect was intended by the person responsible for the conduct.

Perceptive discrimination is where an individual is directly discriminated against or harassed based on a perception that they have a particular protected characteristic when they do not, in fact, have that protected characteristic (other than marriage and civil partnership, and pregnancy and maternity).

Third-party harassment occurs where an employee is harassed and the harassment is related to a protected characteristic (other than marriage and civil partnership, and pregnancy and maternity), by third parties such as clients or customers.

For an employer to be liable:

- the harassment must have occurred on at least two previous occasions (although not necessarily by the same harasser or suffering the same type of harassment);
- it must be aware that the previous harassment has taken place; and
- it must have failed to take reasonable steps to prevent harassment from happening again.

Victimisation occurs where an employee is subjected to a detriment, such as being denied a training opportunity or a promotion because they made or supported a complaint or raised a grievance under the Equality Act 2010, or because they are suspected of doing so. However, an employee is not protected from victimisation if they acted maliciously or made or supported an untrue complaint.

Failure to make reasonable adjustments is where a physical feature or a provision, criterion or practice puts a disabled person at a substantial disadvantage compared with someone who does not have that protected characteristic and the employer has failed to make reasonable adjustments to enable the disabled person to overcome the disadvantage.

Employees should make themselves aware of the above and ensure no breach to this policy occurs. Breaches will be treated as misconduct and dealt with under the Disciplinary Policy.

### **Equal opportunities in employment**

The Company will avoid unlawful discrimination in all aspects of employment including recruitment, promotion, opportunities for training, pay and benefits, discipline and selection for redundancy. Person and job specifications will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment or promotion will be assessed objectively against the requirements for the job, taking account of any reasonable adjustments that may be required for candidates with a disability. Disability and personal or home commitments will not form the basis of employment decisions except where necessary.

The Company will consider any possible indirectly discriminatory effect of its standard working practices, including the number of hours to be worked, the times at which these are to be worked and the place at which work is to be done, when considering requests for variations to these standard working practices and will refuse such requests only if the Company considers it has good reasons, unrelated to any protected characteristic, for doing so. The Company will comply with its obligations in relation to statutory requests for contract variations. The Company will also make reasonable adjustments to its standard working practices to overcome barriers caused by disability.

The Company will monitor the ethnic, gender and age composition of the existing workforce and of applicants for jobs (including promotion), and the number of people with disabilities within these groups, and will consider and take any appropriate action to address any problems that may be identified as a result of the monitoring process.

The Company cannot lawfully discriminate in the selection of employees for recruitment or promotion, but the Company may use appropriate lawful methods, including lawful positive action, to address the under-representation of any group that the Company identifies as being underrepresented in particular types of job.

### **Customers, suppliers and other people not employed by the Company**

The Company will not discriminate unlawfully against customers using or seeking to use goods, facilities or services provided by the Company.

Employees should report any bullying or harassment by customers, suppliers, visitors or others to their Manager who will take appropriate action.

### **Training**

The Company will provide training in equal opportunities to Managers and others likely to be involved in recruitment or other decision making where equal opportunities issues are likely to arise.

### **Your responsibilities**

Every employee is required to assist the Company to meet its commitment to provide equal opportunities in employment and avoid unlawful discrimination.

Employees can be held personally liable as well as, or instead of, the Company for any act of unlawful discrimination. Employees who commit serious acts of harassment may be guilty of a criminal offence.

Acts of discrimination, harassment, bullying or victimisation against employees or customers are disciplinary offences and will be dealt with under the Company's disciplinary procedure.

Discrimination, harassment, bullying or victimisation may constitute gross misconduct and could lead to dismissal without notice.

### **Grievances**

If you consider that you may have been unlawfully discriminated against, you may use the Company's grievance procedure to make a complaint.

The Company will take any complaint seriously and will seek to resolve any grievance that it upholds.

You will not be penalised for raising a grievance, even if your grievance is not upheld, unless your complaint is both untrue and made in bad faith.

### **Monitoring and review**

This policy will be monitored periodically by the Company to judge its effectiveness and will be updated in accordance with changes in the law. In particular, the Company will monitor the ethnic and gender composition of the existing workforce and of applicants for jobs (including promotion), and the number of people with disabilities within these groups, and will review its equal opportunities policy in accordance with the results shown by the monitoring. If changes are required, the Company will implement them.

Information provided by job applicants and employees for monitoring purposes will be used only for these purposes and will be dealt with in accordance with the Data Protection Act 1998.

## Section 11 – Alcohol and Substance Abuse Policy and Procedure

### Policy

The Company is committed to ensuring the health, safety and welfare of its employees and those affected by its activities. It will take all reasonable steps to reduce, if not eliminate, the risk of injuries or incidents occurring due to individuals suffering from the effects of alcohol or substance abuse. This policy applies to all employees and all persons coming onto the Company premises.

The Company will undertake and regularly review risk assessments to identify and assess the risks associated with alcohol and substance abuse. The risk assessments will consider the scope of all work activities undertaken by the Company (in particular any safety critical operations) to determine the appropriate policies and arrangements for managing the risks associated with alcohol and substance abuse by employees and, where relevant, contractors, customers and the public.

The Company prohibits the drinking of alcohol by employees and contractors in the workplace or on Company business other than reasonable drinking of alcohol in connection with approved social functions.

The Company regards drinking to an 'unreasonable level' as any of the following situations:

- The individual is over the legal limit stipulated for driving (i.e. 35mcg/100ml of breath alcohol concentration).
- In the opinion of Management, the individual's performance is impaired. This may be at less than the legal limit stipulated for driving.
- In the opinion of Management, the individual's behaviour may cause embarrassment, distress or offence to others.
- The individual continues to drink when instructed to stop by a Manager.

The Company will take all reasonable steps to prevent employees and contractors carrying out work related activities if they are considered to be unfit/unsafe to undertake the work as a result of alcohol consumption or substance abuse.

The Company expressly prohibits the use of any illegal drugs or any prescription drugs that have not been prescribed for the user. It is a criminal offence to be in possession of, use or distribute an illicit substance. If any such incidents take place on Company premises, in Company vehicles or at a Company function, they will be regarded as serious, will be investigated by the Company, and may lead to disciplinary action and possible reporting to the Police.

### Procedure

No employee or other person under the Company's control shall, in connection with any work related activity:

- report, or endeavour to report, for duty having consumed drugs or alcohol likely to render them unfit and/or unsafe for work;
- consume or be under the influence of drugs or alcohol whilst on duty;
- store drugs or alcohol in personal areas such as lockers and desk drawers;
- attempt to sell or give drugs or alcohol to any other employee or other person on the Company premises.

Employees must inform their Line Manager regarding any prescribed medication that may have an effect on their ability to carry out their work safely, and must follow any instructions subsequently given.

Drugs that cause drowsiness must not be used whilst at work.

## Section 12 – Maternity Policy

### Introduction

This policy sets out the statutory rights and responsibilities of employees who are pregnant or have recently given birth and gives details of the arrangements for antenatal care, pregnancy-related illness, and maternity leave and pay.

The Company recognises that, from time to time, employees may have questions or concerns relating to their maternity rights. It is the Company's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the maternity provisions are complex, if an employee becomes pregnant she should clarify the relevant procedures with her Line Manager to ensure that they are followed correctly.

### Definitions

The following definitions are used in this policy:

"Expected week of childbirth" means the week, starting on a Sunday, during which the employee's doctor or midwife expects her to give birth.

"Qualifying week" means the 15<sup>th</sup> week before the expected week of childbirth.

### Notification of pregnancy

On becoming pregnant, an employee should notify her Line Manager as soon as possible. This is important as there are health and safety considerations for the Company.

By the end of the qualifying week, or as soon as reasonably practicable afterwards, the employee is required to inform the Company in writing of:

- the fact that she is pregnant;
- her expected week of childbirth; and
- the date on which she intends to start her maternity leave.

The employee must also provide a MAT B1 form, which is a certificate from a doctor or midwife confirming the expected week of childbirth. The form must have either the doctor's name and address or the midwife's name and registration number on it.

The employee is permitted to bring forward her maternity leave start date, provided that she advises the Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone her maternity leave start date, provided that she advises the Company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The Company will formally respond in writing to the employee's notification of her leave plans within 28 days, confirming the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave.

### Time off for antenatal care

Once an employee has advised the Company that she is pregnant, she will be entitled to take reasonable paid time off work to attend antenatal appointments as advised by her doctor, registered midwife or registered health visitor.

In order to be entitled to take time off for antenatal care, the employee is required to produce a certificate from her doctor, registered midwife or registered health visitor, stating that she is pregnant. Except in the case of the first appointment, the employee should also produce evidence of the appointment, such as a medical certificate or appointment card, if requested to do so.

Antenatal care may include relaxation and parent craft classes that the employee's doctor, midwife or health visitor has advised her to attend, in addition to medical examinations.

The employee should endeavour to give her Line Manager as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

### **Health and Safety**

The Company has a duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have recently given birth or are breastfeeding where the work is of a kind that could involve a risk of harm or danger to her health and safety or the health and safety of her baby and the risk arises from either processes, working conditions or physical, chemical or biological agents in the workplace.

If applicable, the Company will provide the employee with information as to any risks identified in the risk assessment. If the risk assessment reveals that the employee would be exposed to health hazards in carrying out her normal job duties, the Company will take such steps as are reasonably necessary to avoid those risks, such as altering the employee's working conditions.

In some cases, this may mean offering the employee suitable alternative work (if available) on terms and conditions that are not substantially less favourable.

If it is not possible for the Company to alter the employee's working conditions to remove the risks to her health and there is no suitable alternative work available to offer her on a temporary basis, the Company may suspend her from work on maternity grounds until such time as there are no longer any risks to her health. This may be for the remainder of her pregnancy until the commencement of her maternity leave.

If an employee is suspended in these circumstances, her employment will continue during the period of the suspension and it does not in any way affect her statutory or contractual employment and maternity rights. The employee will be entitled to her normal salary and contractual benefits during the period of her suspension, unless she has unreasonably refused an offer of suitable alternative employment.

### **Sickness absence**

If an employee is absent from work during pregnancy owing to sickness, she will receive sick pay in the same manner as she would during any other sickness absence provided that she has not yet begun ordinary maternity leave. If, however, the employee is absent from work due to a pregnancy related illness after the beginning of the fourth week before her expected week of childbirth, her maternity leave will start automatically.

### **Maternity leave**

All pregnant employees are entitled to take up to 26 weeks' Ordinary Maternity Leave and up to 26 weeks' Additional Maternity Leave, making a total of 52 weeks. This is regardless of the number of hours they work or their length of service. Additional Maternity Leave begins on the day after Ordinary Maternity Leave ends.

Ordinary Maternity Leave can start at any time after the beginning of the 11<sup>th</sup> week before the employee's expected week of childbirth (unless her child is born prematurely before that date in which case it will start earlier). Maternity leave will start on whichever date is the earlier of:

- the employee's chosen start date;
- the day after the employee gives birth; or
- the day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the expected week of childbirth.

If the employee gives birth before her maternity leave was due to start, she must notify the Company in writing of the date of the birth as soon as reasonably practicable.

The law obliges all employees to take a minimum of two weeks of maternity leave immediately after the birth of the child (four weeks in the case of factory workers).

### **Ordinary Maternity Leave**

During the period of Ordinary Maternity Leave, the employee's contract of employment continues in force and she is entitled to receive all her contractual benefits, except for salary.

In particular, any benefits in kind (such as life assurance, private medical insurance, permanent health insurance, private use of a company car, laptop, mobile phone and gym membership) will continue; contractual annual leave entitlement will continue to accrue; and pension contributions will continue to be made.

Employee contributions will be based on actual pay, while employer contributions will be based on the salary that the employee would have received had she not gone on maternity leave.

Salary will be replaced by Statutory Maternity Pay (SMP) if the employee is eligible to receive it.

Employees are encouraged to take any outstanding annual leave due to them before the commencement of Ordinary Maternity Leave. Should maternity leave commence part way through the holiday year, it is preferred that holiday is taken in the year that it is earned.

### **Additional Maternity Leave**

During the period of Additional Maternity Leave, the employee's contract of employment continues in force and she is entitled to receive all her contractual benefits, except for salary. Any benefits in kind (such as life assurance, private medical insurance, permanent health insurance, private use of a company car, laptop, mobile phone and gym membership) will continue and contractual annual leave entitlement will continue to accrue.

Salary will be replaced by SMP for the first 13 weeks of Additional Maternity leave if the employee is eligible to receive it. The remaining 13 weeks of Additional Maternity Leave are unpaid.

Pension contributions will continue to be made during the period when the employee is receiving SMP but not during any period of unpaid Additional Maternity Leave.

### **Statutory Maternity Pay**

SMP is payable for up to 39 weeks during maternity leave. An employee is entitled to SMP if:

- she has been continuously employed by the Company for at least 26 weeks at the end of the qualifying week and she is still employed during that week;

- her average weekly earnings in the period between the last normal pay day before the Saturday at the end of the qualifying week and the last normal pay day at least eight weeks before that date are not less than the lower earnings limit for national insurance contributions;
- she is still pregnant 11 weeks before the start of the expected week of childbirth (or has already given birth);
- she provides a MAT B1 form stating her expected week of childbirth; and
- she gives the Company proper notification of her pregnancy in accordance with the rules set out above.

For the first six weeks, SMP is paid at the higher rate, which is equivalent to 90% of the employee's average weekly earnings calculated over the period between the last normal pay day before the Saturday at the end of the qualifying week and the last normal pay day at least eight weeks before that date. For the purpose of calculating average weekly earnings, shift allowances, overtime payments, bonuses and commission are all included.

The standard rate of SMP is paid for the remaining 33 weeks (or less if the employee returns to work sooner). This is paid at a rate set by the Government for the relevant tax year, or 90% of the employee's average weekly earnings calculated over the period between the last normal pay day before the Saturday at the end of the qualifying week and the last normal pay day at least eight weeks before that date if this is lower than the Government's set weekly rate.

If the employee becomes eligible for a pay rise between the start of the original calculation period and the end of her maternity leave (whether Ordinary Maternity Leave or Additional Maternity Leave), the higher or standard rate of SMP will be recalculated to take account of the employee's pay rise, regardless of whether SMP has already been paid.

This means that the employee's SMP will be recalculated and increased retrospectively, or that she may qualify for SMP if she did not previously. The employee will be paid a lump sum to make up any difference between SMP already paid and the amount payable as a result of the pay rise.

Statutory Maternity Pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Payment of SMP cannot start prior to the 11<sup>th</sup> week before the employee's expected week of childbirth. SMP can start from any day of the week in accordance with the date the employee starts her maternity leave.

Statutory Maternity Pay is payable whether or not the employee intends to return to work after her maternity leave.

Employees who are not entitled to SMP may be entitled to receive maternity allowance payable by the Government.

### **Contact during maternity leave**

Shortly before an employee's maternity leave starts, the Company will discuss the arrangements for her to keep in touch during her leave, should she wish to do so.

The Company reserves the right in any event to maintain reasonable contact with the employee from time to time during her maternity leave. This may be to discuss the employee's plans for return to work, to discuss any special arrangements to be made or training to be given to ease her return to work or simply to update her on developments at work during her absence.

### **Keeping-in-touch days**

Except during the first two weeks after childbirth (four weeks in the case of factory workers), an employee can agree to work for the Company (or to attend training) for up to 10 days during either Ordinary Maternity Leave or

Additional Maternity Leave without that work bringing the period of her maternity leave to an end and without loss of a week's SMP. These are known as "keeping-in-touch" days.

Any work carried out on a day shall constitute a day's work for these purposes.

The Company has no right to require the employee to carry out any work, and the employee has no right to undertake any work, during her maternity leave. Any work undertaken, including the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between the Company and the employee.

Any keeping-in-touch days worked do not extend the period of maternity leave. Once the keeping-in-touch days have been used up, the employee will lose a week's SMP for any week in which she agrees to work for the Company. It may also bring maternity leave to an end.

### **Returning to work**

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

While the employee is under no obligation to do so, it would assist the Company if she confirms as soon as convenient during her maternity leave that she will be returning to work as expected.

If the employee wishes to return to work earlier than the expected return date, she must give the Company at least eight weeks' notice of her date of early return, preferably in writing. If she fails to do so, the Company may postpone her return to such a date as will give the Company eight weeks' notice, provided that this is not later than the expected return date.

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

### **Transfer of maternity leave**

If an employee proposes to return to work early without using her full 52-week entitlement to maternity leave by giving proper notification of an early return in accordance with the rules set above, she may be eligible to transfer up to 26 weeks of her outstanding maternity leave (and outstanding SMP) to her spouse, civil partner or partner, or the father of her child, to be taken as Additional Paternity Leave (and additional statutory paternity pay) on her return to work.

The earliest that additional paternity leave may commence is 20 weeks after the date on which the employee's child is born and it must end no later than 12 months after the date of birth. The minimum period of Additional Paternity Leave is two consecutive weeks and the maximum period is 26 weeks. The employee must therefore have at least two weeks of her maternity leave that remains unexpired.

Further details should be obtained from the employee's spouse's or partner's employer. If the employee does wish to transfer part of her maternity leave entitlement in this way, she will be required to submit a written and signed declaration form to that employer, which may also make additional enquiries of the Company to verify its employee's entitlement to Additional Paternity Leave and pay.

### **Rights on and after return to work**

On resuming work after Ordinary Maternity Leave, the employee is entitled to return to the same job as she occupied before commencing maternity leave on the same terms and conditions of employment as if she had not been absent.

On resuming work after Additional Maternity Leave, again she is entitled to return to the same job as she occupied before commencing maternity leave on the same terms and conditions of employment as if she had not been absent. However, if it is not reasonably practicable for the Company to allow the employee to return to the same job, the Company may offer the employee suitable alternative work, on terms and conditions that are no less favourable than would have applied if she had not been absent.

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

## Section 13 – Paternity Policy

### Introduction

This policy sets out the statutory rights and responsibilities of employees who wish to take paternity leave.

The Company recognises that, from time to time, employees may have questions or concerns relating to their paternity rights. It is the Company's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the paternity provisions are complex, employees should clarify the relevant procedures with their Line Manager to ensure that they are followed.

### Ordinary Paternity Leave

An employee whose wife, civil partner or partner gives birth to a child, or who is the biological father of the child, is entitled to two weeks' Ordinary Paternity leave provided that he has 26 weeks' continuous service by the end of the 15<sup>th</sup> week before the week in which the child is expected.

Ordinary Paternity Leave is also available to adoptive parents where a child is matched or newly placed with them for adoption. Either the adoptive father or the adoptive mother may take Ordinary Paternity Leave where the other adoptive parent has elected to take adoption leave.

In respect of an adopted child, the employee must have 26 weeks' continuous service by the week in which the child's adopter is notified of having been matched with the child for adoption.

To qualify for Ordinary Paternity Leave, the employee must also have, or expect to have, responsibility for the upbringing of the child and be making the request to help care for the child or to support the child's mother.

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

### Commencement and duration of leave

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

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

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

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

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

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

### Notification of Ordinary Paternity Leave

Where an employee wishes to request Ordinary Paternity Leave in respect of a birth child, he must give his Line Manager 15 weeks' written notice of the date on which his partner's baby is due, the length of Ordinary Paternity Leave he wishes to take and the date on which he wishes the leave to commence.

In the case of an adopted child, the employee must give written notice of his intention to take Ordinary Paternity Leave no later than seven days after the date on which notification of the match with the child was given by the adoption agency. The notice must specify the date the child is expected to be placed for adoption, the date the employee intends to start Ordinary Paternity Leave, the length of the intended Ordinary Paternity Leave period and the date on which the adopter was notified of having been matched with the child.

If an employee subsequently wishes to change the timing of the Ordinary Paternity Leave, he must give 28 days' written notice of the new dates.

The employee must also, if so requested, complete and sign a self-certificate declaring that he is entitled to Ordinary Paternity Leave and Ordinary Statutory Paternity Pay.

### **Ordinary Statutory Paternity Pay**

Pay during Ordinary Paternity Leave will be at the statutory prevailing rate in force at the time or at a rate equivalent to 90% of the employee's average weekly earnings if this figure is less than the statutory prevailing rate in force at the time. However, employees whose average weekly earnings are below the lower earnings limit for national insurance contributions, will not be eligible for Ordinary Statutory Paternity Pay.

Statutory Paternity Pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Statutory Paternity Pay can start from any day of the week in accordance with the date the employee starts his paternity leave.

### **Antenatal/adoption appointments**

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

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

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

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

You will need to provide a declaration relating to your eligibility and, among other things, state the date and time of the appointment.

## **Section 14 – Shared Parental Leave Policy**

### **What is Shared Parental Leave?**

Shared Parental Leave enables eligible parents to choose how to share the care of their child during the first year of birth or adoption. Its purpose is to give parents more flexibility in considering how to best care for, and bond with, their child.

All eligible employees have a statutory right to take Shared Parental Leave. There may also be an entitlement to some Shared Parental Pay.

This policy sets out the statutory rights and responsibilities of employees who wish to take Statutory Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP).

The Company recognises that, from time to time, employees may have questions or concerns relating to their shared parental rights. It is the Company's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible.

Employees should clarify the relevant procedures with their Line Manager.

This policy applies to employees. It does not apply to agency workers or self-employed contractors.

This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **Who is eligible for Shared Parental Leave?**

SPL can only be used by two people:

The mother/adopter **and one** of the following:

- the father of the child (in the case of birth) or
- the spouse, civil partner or partner of the child's mother/adopter

Both parents must share the main responsibility for the care of the child at the time of the birth/placement for adoption.

Additionally an employee seeking to take SPL must satisfy each of the following criteria:

- the mother/adopter of the child must be/have been entitled to Statutory Maternity/Adoption Leave or if not entitled to Statutory Maternity/Adoption leave they must be/have been entitled to Statutory Maternity/Adoption Pay or Maternity allowance and must have ended or given notice to reduce any maternity/adoption entitlements;
- the employee must still be working for the Company at the start of each period of SPL;
- the employee must pass the 'continuity test' requiring them to have a minimum of 26 weeks' service at the end of the 15th week before the child's expected due date/matching date;
- the employee's partner must meet the 'employment and earnings test' requiring them in the 66 weeks leading up to the child's expected due date/matching date have worked for at least 26 weeks and earned an average of at least £30 (this is correct as of 2014 but may change annually) a week in any 13 of those weeks;
- the employee must correctly notify the Company of their entitlement and provide evidence as required.

### **The Shared Parental Leave entitlement**

Eligible employees may be entitled to take up to 50 weeks SPL during the child's first year in their family. The number of weeks available is calculated using the mother's/adopter's entitlement to Maternity/Adoption Leave, which allows them to take up to 52 weeks' leave. If they reduce their Maternity/Adoption Leave entitlement then they and/or their partner may opt-in to the SPL system and take any remaining weeks as SPL.

A mother/adopter may reduce their entitlement to Maternity/Adoption Leave by returning to work before the full entitlement of 52 weeks has been taken, or they may give notice to curtail their leave at a specified future date.

If the mother/adopter is not entitled to Maternity/Adoption leave but is entitled to Statutory Maternity Pay (SMP), Statutory Adoption Pay (SAP) or Maternity Allowance (MA), they must reduce their entitlement to less than the 39 weeks. If they do this, their partner may be entitled to up to 50 weeks of SPL. This is calculated by deducting from 52 the number of weeks of SMP, SAP or MA taken by the mother/adopter.

SPL can commence as follows:

- The mother can take SPL after she has taken the legally required two weeks of maternity leave immediately following the birth of the child
- The adopter can take SPL after taking at least two weeks of adoption leave
- The father/partner/spouse can take SPL immediately following the birth/placement of the child, but may first choose to exhaust any paternity leave entitlements (as the father/partner cannot take paternity leave or pay once they have taken any SPL or ShPP).

Where a mother/adopter gives notice to curtail their maternity/adoption entitlement then the mother/adopter's partner can take leave while the mother/adopter is still using their maternity/adoption entitlements.

SPL will generally commence on the employee's chosen start date specified in their leave booking notice, or in any subsequent variation notice (see "Booking Shared Parental Leave" and "Variations to arranged Shared Parental Leave" below).

If the employee is eligible to receive it, Shared Parental Pay (ShPP) may be paid for some, or all, of the SPL period (see "Shared Parental Pay" below).

SPL must end no later than one year after the birth/placement of the child. Any SPL not taken by the first birthday or first anniversary of placement for adoption is lost.

### **Notifying the Company of an entitlement to Shared Parental Leave**

An employee entitled and intending to take SPL must give their Line Manager notification of their entitlement and intention to take to SPL, at least eight weeks before they can take any period of SPL.

Part of the eligibility criteria requires the employee to provide the Company with correct notification. Notification must be in writing and requires each of the following:

- the name of the employee;
- the name of the other parent;
- the start and end dates of any maternity/adoption leave or pay, or maternity allowance, taken in respect of the child and the total amount of SPL available;
- the date on which the child is expected to be born and the actual date of birth or, in the case of an adopted child, the date on which the employee was notified of having been matched with the child and the date of placement for adoption;
- the amount of SPL the employee and their partner each intend to take
- a non-binding indication of when the employee expects to take the leave.

The employee must provide the Company with a signed declaration stating:

- that they meet, or will meet, the eligibility conditions and are entitled to take SPL;
- that the information they have given is accurate;

- if they are not the mother/adopter they must confirm that they are either the father of the child or the spouse, civil partner or partner of the mother/adopter;
- that should they cease to be eligible they will immediately inform the Company.

The employee must provide the Company with a signed declaration from their partner confirming:

- their name, address and national insurance number (or a declaration that they do not have a national insurance number);
- that they are the mother/adopter of the child or they are the father of the child or are the spouse, civil partner or partner of the mother/adopter;
- that they satisfy the 'employment and earnings test' (see "Who is eligible for Shared Parental Leave?" above), and had, at the date of the child's birth or placement for adoption, the main responsibility for the child along with the employee;
- that they consent to the amount of SPL that the employee intends to take;
- that they consent to the Company processing the information contained in the declaration form; and
- (in the case where the partner is the mother/adopter), that they will immediately inform their partner should they cease to satisfy the eligibility conditions.

### **Requesting further evidence of eligibility**

The Company may, within 14 days of the SPL entitlement notification being given, request:

- the name and business address of the partner's employer (where the employee's partner is no longer employed or is self-employed their contact details must be given instead)
- in the case of biological parents, a copy of the child's birth certificate (or, where one has not been issued, a declaration as to the time and place of the birth).
- in the case of an adopted child, documentary evidence of the name and address of the adoption agency, the date on which they were notified of having been matched with the child and the date on which the agency expects to place the child for adoption

In order to be entitled to SPL, the employee must produce this information within 14 days of the employer's request.

### **Fraudulent claims**

The Company can, where there is a suspicion that fraudulent information may have been provided or where the Company has been informed by the HMRC that a fraudulent claim was made, investigate the matter further in accordance with the usual Company investigation and disciplinary procedures, and also without acting in a discriminatory manner in relation to any of the protected characteristics defined in the Equality Act 2010.

### **Discussions regarding Shared Parental Leave**

An employee considering/taking SPL is encouraged to contact their Line Manager to arrange an informal discussion as early as possible regarding their potential entitlement, to talk about their plans and to enable the company to support the individual.

Their Line Manager may upon receiving a notification of entitlement to take SPL seek to arrange an informal discussion with the employee to talk about their intentions and how they currently expect to use their SPL entitlement.

Upon receiving a leave booking notice their Line Manager will usually arrange a meeting to discuss it.

Where a notice is for a single period of continuous leave, or where a request for discontinuous leave can without further discussion be approved in the terms stated in the employee's notice booking leave, a meeting may not be necessary.

Where a meeting is arranged it should take place in private and be arranged in advance. If the initial date is problematic then another date will be arranged if possible. If an alternative date cannot be arranged then the meeting may be held over the telephone.

At the meeting the employee may, if they wish, be accompanied by a workplace colleague, trade union representative or even a personal friend or family member.

The purpose of the meeting is to discuss in detail the leave proposed and what will happen while the employee is away from work. Where it is a request for discontinuous leave the discussion may also focus on how the leave proposal could be agreed, whether a modified arrangement would be agreeable to the employee and the Company, and what the outcome may be if no agreement is reached.

### **Booking Shared Parental Leave**

In addition to notifying the employer of entitlement to SPL/ShPP, an employee must also give notice to take the leave. In many cases, notice to take leave will be given at the same time as the notice of entitlement to SPL.

The employee has the right to submit three notifications specifying leave periods they are intending to take. Each notification may contain either (a) a single period of weeks of leave; or (b) two or more weeks of discontinuous leave, where the employee intends to return to work between periods of leave.

SPL can only be taken in complete weeks but may begin on any day of the week. For example if a week of SPL began on a Tuesday it would finish on a Monday. Where an employee returns to work between periods of SPL, the next period of SPL can start on any day of the week.

The employee must book SPL by giving the correct notification at least eight weeks before the date on which they wish to start the leave and (if applicable) receive ShPP.

### **Continuous leave notifications**

A notification can be for a period of continuous leave, which means a notification of a number of weeks taken in a single unbroken period of leave (for example, six weeks in a row).

An employee has the right to take a continuous block of leave notified in a single notification, so long as it does not exceed the total number of weeks of SPL available to them (specified in the notice of entitlement) and the employer has been given at least eight weeks' notice.

An employee may submit up to three separate notifications for continuous periods of leave.

### **Discontinuous leave notifications**

A single notification may also contain a request for two or more periods of discontinuous leave, which means asking for a set number of weeks of leave over a period of time, with breaks between the leave where the employee returns to work (for example, an arrangement where an employee will take six weeks of SPL and work every other week for a period of three months).

Where there is concern over accommodating the notification, the Company or the employee may seek to arrange a meeting to discuss the notification with a view to agreeing an arrangement that meets both the needs of the employee and the Company (see "Discussions regarding Shared Parental Leave" above).

The Company will consider a discontinuous leave notification but has the right to refuse it. If the leave pattern is refused, the employee can either withdraw it within 15 days of giving it, or can take the leave in a single continuous block.

### **Responding to a Shared Parental Leave notification**

Once their Line Manager receives the leave booking notice, it will be dealt with as soon as possible, but a response will be provided no later than the 14th day after the leave request was made.

All notices for continuous leave will be confirmed in writing.

All requests for discontinuous leave will be carefully considered, weighing up the potential benefits to the employee and to the Company against any adverse impact to the business.

Each request for discontinuous leave will be considered on a case-by-case basis. Agreeing to one request will not set a precedent or create the right for another employee to be granted a similar pattern of SPL.

The employee will be informed in writing of the decision as soon as is reasonably practicable, but no later than the 14th day after the leave notification was made. The request may be granted in full or in part: for example, the Company may propose a modified version of the request.

If a discontinuous leave pattern is refused then the employee may withdraw the request without detriment on or before the 15th day after the notification was given; or may take the total number of weeks in the notice in a single continuous block. If the employee chooses to take the leave in a single continuous block, the employee has until the 19th day from the date the original notification was given to choose when they want the leave period to begin. The leave cannot start sooner than eight weeks from the date the original notification was submitted. If the employee does not choose a start date then the leave will begin on the first leave date requested in the original notification.

### **Variations to arranged Shared Parental Leave**

The employee is permitted to vary or cancel an agreed and booked period of SPL, provided that they advise the Company in writing at least eight weeks before the date of any variation. Any new start date cannot be sooner than eight weeks from the date of the variation request.

Any variation or cancellation notification made by the employee, including notice to return to work early, will usually count as a new notification reducing the employee's right to book/vary leave by one. However, a change as a result of a child being born early, or as a result of the Company requesting it be changed, and the employee being agreeable to the change, will not count as further notification. Any variation will be confirmed in writing by the Company.

### **Statutory Shared Parental Pay (ShPP)**

Eligible employees may be entitled to take up to 37 weeks ShPP while taking SPL. The amount of weeks available will depend on the amount by which the mother/adopter reduces their maternity/adoption pay period or maternity allowance period.

ShPP may be payable during some or all of SPL, depending on the length and timing of the leave.

In addition to meeting the eligibility requirements for SPL, an employee seeking to claim ShPP must further satisfy each of the following criteria:

- the mother/adopter must be/have been entitled to Statutory Maternity/Adoption Pay or Maternity Allowance and must have reduced their Maternity/Adoption Pay period or Maternity Allowance period;
- the employee must intend to care for the child during the week in which ShPP is payable;

- the employee must have an average weekly earnings for the period of eight weeks leading up to and including the 15<sup>th</sup> week before the child's expected due date/matching date are not less than the lower earnings limit in force for national insurance contributions;
- the employee must remain in continuous employment until the first week of ShPP has begun;
- the employee must give proper notification in accordance with the rules set out below.

Where an employee is entitled to receive ShPP they must, at least eight weeks before receiving any ShPP, give their Line Manager written notice advising of their entitlement to ShPP. To avoid duplication, if possible, this should be included as part of the notice of entitlement to take SPL.

In addition to what must be included in the notice of entitlement to take SPL, any notice that advises of an entitlement for ShPP must include:

- the start and end dates of any maternity/Adoption Pay or Maternity Allowance;
- the total amount of ShPP available, the amount of ShPP the employee and their partner each intend to claim, and a non-binding indication of when the employee expects to claim ShPP;
- a signed declaration from the employee confirming that the information they have given is correct, that they meet, or will meet, the criteria for ShPP and that they will immediately inform the Company should they cease to be eligible.

It must be accompanied by a signed declaration from the employee's partner confirming:

- their agreement to the employee claiming ShPP and for the Company to process any ShPP payments to the employee;
- (in the case where the partner is the mother/adopter) that they have reduced their maternity/adoption pay or maternity allowance;
- (in the case where the partner is the mother/ adopter) that they will immediately inform their partner should they cease to satisfy the eligibility conditions.

Any ShPP due will be paid at a rate set by the Government for the relevant tax year.

### **Terms and conditions during Shared Parental Leave**

During the period of SPL, the employee's contract of employment continues in force and they are entitled to receive all their contractual benefits, except for salary. In particular, any benefits in kind (such as use of a Company car, laptop, mobile phone and gym membership) will continue and contractual annual leave entitlement will continue to accrue.

Pension contributions will continue to be made during any period when the employee is receiving ShPP but not during any period of unpaid SPL. Employee contributions will be based on actual pay, while the Company's contributions will be based on the salary that the employee would have received had they not been taking SPL.

### **Annual Leave**

SPL is granted in addition to an employee's normal annual holiday entitlement. Employees are reminded that holiday should wherever possible be taken in the year that it is earned. Where an SPL period overlaps two leave years the employee should consider how their annual leave entitlement can be used to ensure that it is not untaken at the end of the employee's holiday year.

### **Contact during Shared Parental Leave**

Before an employee's SPL begins, the Company will discuss the arrangements for them to keep in touch during their leave. The Company reserves the right in any event to maintain reasonable contact with the employee from time to time during their SPL. This may be to discuss the employee's plans to return to work, to ensure the individual is aware of any possible promotion opportunities, to discuss any special arrangements to be made or training to be given to ease their return to work or simply to update them on developments at work during their absence.

### **Shared Parental Leave in Touch days**

An employee can agree to work for the Company (or attend training) for up to 20 days during SPL without bringing their period of SPL to an end or impacting on their right to claim ShPP for that week. These are known as "Shared Parental Leave In Touch" or "SPLIT" days. Any work carried out on a day or part of a day shall constitute a day's work for these purposes.

The Company has no right to require the employee to carry out any work, and is under no obligation to offer the employee any work, during the employee's SPL.

Any work undertaken is a matter for agreement between the Company and the employee. An employee taking a SPLIT day will receive full pay for any day worked. If a SPLIT day occurs during a week when the employee is receiving ShPP, this will be effectively 'topped up' so that the individual receives full pay for the day in question. Any SPLIT days worked do not extend the period of SPL.

An employee, with the agreement of the Company, may use SPLIT days to work part of a week during SPL. The Company and the employee may use SPLIT days to effect a gradual return to work by the employee towards the end of a long period of SPL or to trial a possible flexible working pattern.

### **Returning to work after Shared Parental Leave**

The employee will have been formally advised in writing by the Company of the end date of any period of SPL. The employee is expected to return on the next working day after this date, unless they notify the Company otherwise. If they are unable to attend work due to sickness or injury, the Company's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

If the employee wishes to return to work earlier than the expected return date, they may provide a written notice to vary the leave and must give the Company at least eight weeks' notice of their date of early return. This will count as one of the employee's notifications. If they have already used their three notifications to book and/or vary leave then the Company does not have to accept the notice to return early but may do if it is considered to be reasonably practicable to do so.

On returning to work after SPL, the employee is entitled to return to the same job if the employee's aggregate total Statutory Maternity/Paternity/Adoption Leave and SPL amounts to 26 weeks or less, he or she will return to the same job. The same job is the one they occupied immediately before commencing Maternity/Paternity/Adoption Leave and the most recent period of SPL, on the same terms and conditions of employment as if they had not been absent.

If their Maternity/Paternity/Adoption Leave and SPL amounts to 26 weeks or more in aggregate, the employee is entitled to return to the same job they held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is both suitable and appropriate and on terms and conditions no less favourable.

If the employee also takes a period of unpaid parental leave of 4 weeks or less this will have no effect on the employee's right to return and the employee will still be entitled to return to the same job as they occupied before taking the last period of leave if the aggregate weeks of Maternity/Paternity/Adoption and SPL do not exceed 26 weeks.

If a parent takes a period of 5 weeks of unpaid parental leave, even if the total aggregate weeks of Maternity/Paternity/Adoption and SPL do not exceed 26 weeks, the employee will be entitled to return to the same job they held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is suitable and appropriate and on terms and conditions no less favourable.

**Special Circumstances and further information**

In certain situations an employee's rights and requirements regarding SPL and ShPP may change. In these circumstances the Company will abide by any statutory obligations and will amend this Policy accordingly.

## Section 15 – Flexible Working Requests

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

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

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

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

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

### The business need

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

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

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

## **Eligibility**

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

## **Right to request flexible working**

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

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

## **The application**

For clarity, the application you submit must:

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

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

## **Consultation on your application**

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

## **Notice of decision**

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

## **Right of appeal**

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

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

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

### **Acceptance of variation**

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

### **Timescale**

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

### **Accompaniment**

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

### **Conflicting requests**

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

### **Withdrawal of application by employee**

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

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

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

## Section 16 - Vehicles

### Introduction to demonstrator vehicles

It is the Policy of the Company (and within the industry generally) that eligible employees are required to drive demonstrator vehicles. Where this may be seen as a benefit, it is in fact a tool required for successful fulfilment of the role and equally to ensure that demonstrator quotas, as required of the manufacturer, are met.

Anyone issued with a Company vehicle which is not a requirement of the role, will have this contractual right set out specifically.

If employees have regular use of a Company vehicle they agree to keep it in a clean condition inside and out and to ensure that they are serviced and maintained in accordance with the manufacturers recommendations and kept in a roadworthy condition.

A motor vehicle supplied to an employee and to enable them to carry out their duties must not:

- Be used other than for the business of the Company except where prior permission has been granted by the Company.
- Be used or driven by any other person, employee or otherwise, without the consent of the Company first being obtained. Such consent may be withdrawn at any time and without notice. Company vehicles are not allowed to be taken out of the country, nor are they to be used for towing without permission

### Absence

Demonstrator vehicles must be returned to the Company for absences lasting more than 2 weeks in duration.

### Electric Vehicle Charging

Parking spaces on all sites that are also charging stations for plug-in electric vehicles are strictly only available for use by sales and aftersales customers. There is to be no charging of personal, demonstrator or company PEV vehicles.

Any unauthorised vehicles found charging will be removed with immediate effect and persistent abuse will result in formal action and a charge to the employee.

Those driving demonstrator vehicles must ensure that the vehicle is sufficiently charged.

As with petrol and diesel vehicles, those driving electric vehicles can claim business miles. Please see mileage claim rates document within the intranet.

### The Driver

Vehicles should be driven safely, courteously and within the law at all times.

The Company accepts no responsibility for payment or fines or penalties arising from traffic or parking offences connected with the use of a Company vehicle or a vehicle hired by the Company. If the Company receives a parking fine or a congestion charge fine, the Company will seek repayment from the employee.

Only employees are authorised to drive Company demonstrators (not family members or otherwise).

Social, Domestic and Pleasure use (all drivers) – no cover for SDP use by persons under 25 years of age where the vehicle is (1) 1600cc or above (2) altered/adapted to give increased performance above the manufacturer's standard.

## **Insurance and Licence**

To satisfy the requirement of the Company's insurance cover, all drivers are required to:

- Conduct an online DVLA driving licence check twice yearly or when periodically requested
- Notify the Company of any disability or health condition, which may affect driving
- Inform the Company of any driving offence, related conviction pending prosecution and in the case of endorsements placing 6 points or more on driving licence. Further restrictions may be applied in line with insurance policy conditions.

## **Accidents**

**Excess** £1,000

### **Additional Excess for Young Drivers:**

- £300 Drivers aged under 21 years
- £200 Drivers aged over 21 but under 25 years
- £200 Drivers aged 25+ who are on a provisional license or who have held a full license for less than 12 months

## **Vehicles**

If an accident in a Company vehicle should occur all incidents must be reported to a Manager and an incident report form completed within a strict 24 hour period.

No liability is to be accepted at the time of the incident on the instruction of our insurance provider, please provide photographic evidence of the incident where possible.

There will be a payroll deduction where an accident occurs from employee's negligence to the value of the company insurance excess (typically variable £250-£1000).

The company may add a dashcam to any vehicles for the purposes of monitoring driver behaviour and to provide evidence in the event of an accident for insurance claims.

## **Company Property**

If an accident should occur which involves Company property the incident must be reported to a Manager and an incident report form completed within a strict 24 hour period

There will be a payroll deduction should damage occur to Company property from employee's negligence to the value of the company insurance excess (typically up to £1000)

## **Section 17 - Overtime**

### **Overtime Policy**

This policy provides the Company's stance in respect of overtime and overtime pay. Overtime hours are any hours worked by an employee in excess of those stated in individual contracts of employment.

### **Entitlements and responsibilities**

Employees may be required to work overtime, as necessitated by the needs of the business including weekends, on public holidays or at other times outside normal hours of work. The Company will give as much notice as possible in the event that overtime is deemed necessary.

Employees who wish to work overtime should first obtain authorisation from their line manager giving reasons as to why the additional hours are required. Overtime should not be performed without prior approval from the relevant line manager.

### **Overtime pay**

Payment for overtime worked will be made in accordance with individual contracts of employment. Where pay rates are increased for overtime hours, the increase will take effect once standard full time hours of 40 hours per week have been worked. Part-time employees will continue to be paid at their normal rate of pay for any overtime hours worked up to 40 hours per week. Any hours worked in excess of this limit may attract an enhanced rate of pay. All employees who complete overtime must fill out an overtime allowance form. The form will contain the normal hours worked and the overtime hours worked. A description of the work carried out in overtime should also be detailed. The employee's line manager must authorise the form before it is submitted to payroll.

### **Health and safety considerations**

Employees will not normally be required to work more than 48 hours per week. The Company takes its duty of care to employees seriously and this includes taking measures to ensure that no employee works excessive hours.

## Section 18 – Bullying and Harassment

### The Policy Statement

RJTK Automotive is committed to providing a safe environment for all its employees free from discrimination on any grounds and from harassment and bullying at work including sexual harassment.

We believe that a culture of equality, diversity and inclusion not only benefits our business but supports wellbeing and enables our people to work better because they can be themselves and feel that they belong.

This policy sets out our approach to promoting a working environment based on dignity, trust and respect, and one that is free from bullying and harassment including sexual harassment, and retaliation/victimisation.

We operate a zero-tolerance policy for any form of harassment in the workplace, treat all incidents seriously and promptly investigate all allegations of harassment and bullying. Any person found to have harassed another will face disciplinary action, up to and including dismissal from employment.

This policy applies to anyone who works for us, or who applies to work for us, and is relevant to all stages of the employment relationship.

The policy also applies to harassment by third parties, such as customers, clients and suppliers.

All complaints of harassment will be taken seriously and treated with respect and in confidence.

No one will be victimised for making such a complaint.

All staff are required to read this policy and to ensure that they understand what types of behaviour may amount to:

- standard harassment;
- sexual harassment; or
- bullying

If you have any queries, please refer to the People department

Harassment, bullying, sexual harassment or victimisation of any member of staff, or anyone they come into contact with during the course of their work, is unlawful and will not be tolerated. We will take active steps to help prevent the harassment and victimisation of all staff. Anyone who is a victim of, or witness to any of the above is encouraged to report it in accordance with this policy. This will enable us to take appropriate action and provide support. All forms of harassment can result in legal liability for both the business and the perpetrator, whether they work for us or are a third party outside of our control.

This policy covers harassment and bullying that occurs: -

- in a workplace situation



- during any situation related to work, such as at a social event with colleagues, on a business trip or at a customer or manufacturer event
- against a colleague or other person connected to the employer outside of a work situation, including on social media
- against anyone outside of a work situation where the incident is relevant to their suitability to carry out the role.

### **What is harassment?**

Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.

### **What is bullying?**

Bullying may be described as behaviour (from a person or a group) that is unwanted and makes the recipient feel frightened, less respected or put down, made fun of or upset. Bullying may be physical, verbal or non-verbal.

### **What is sexual harassment?**

Sexual harassment is unwelcome conduct of a sexual nature which makes a person feel offended, humiliated and/or intimidated. It includes situations where a person is asked to engage in sexual activity as a condition of that person's employment, as well as situations which create an environment which is hostile, intimidating or humiliating for the recipient.

Harassment, bullying and sexual harassment can involve one or more incidents and actions constituting harassment may be physical, verbal and non-verbal. Examples of conduct or behaviour which constitute harassment and bullying include, but are not limited to:

#### **Physical conduct**

- Unwelcome physical contact including patting, pinching, stroking, kissing, hugging, fondling, or inappropriate touching
- Physical violence or manhandling
- Throwing objects at a person or attacking them with an object
- Damage to a person's property

#### **Verbal conduct**

- Obscene, offensive or intimidating comments or gestures, or jokes, banter or pranks
- Offensive comments about appearance or dress, innuendo or lewd comments
- Sexual comments, stories and jokes
- Sexual advances and persistent suggestions to meet up socially after a person has made clear that they do not welcome such suggestions
- Repeated and unwanted social invitations for dates or physical intimacy
- Insults based on the sex of the worker
- Condescending or paternalistic remarks
- Pressure to participate in political/religious groups

- Gossip and speculation about someone's sexual orientation or transgender status, including spreading malicious rumours.
- Constantly criticising someone's work
- Constantly putting another person down during meetings
- Ridiculing or demeaning someone, picking on them or setting them up to fail

### **Non-verbal conduct**

- Showing or sending offensive or pornographic material by any means (for example by text, video clip, email or by posting on the internet or social media)
- Sending Valentine's cards/gifts to colleagues could even be deemed as "unwanted conduct"
- Display of harassing or sexually explicit and suggestive material
- Sexually suggestive gestures
- Whistling inappropriately
- Unfair treatment e.g. not letting someone go on training courses that everyone else is allowed to go on
- Overbearing or intimidating supervision or other misuse of power or position
- Leering

Anyone can be a victim of harassment, sexual harassment and bullying, regardless of their sex and of the sex of the harasser. The company recognises that any forms of harassment may also occur between people of the same sex.

We recognise that harassment is a manifestation of power relationships and often occurs within unequal relationships in the workplace, for example between manager or supervisor and employee.

Anyone, including employees of the company, clients, customers, casual workers, contractors or visitors who harasses another will be reprimanded in accordance with this internal policy.

All harassment is prohibited whether it takes place within the company's premises or outside, including at any social events, business trips, training sessions or events sponsored by RJTK Automotive.

### **Complaints procedures**

Anyone who is subject to harassment should, if possible, inform the alleged harasser that the conduct is unwanted and unwelcome. The company recognises that harassment may occur in unequal relationships (i.e. between a supervisor and his/her employee) and that it may not be possible for the victim to inform the alleged harasser.

If a victim cannot directly approach an alleged harasser, he/she should approach someone in the People Team.

When a complaint of harassment is received, he/she will:

- immediately record the dates, times and facts of the incident(s)
- ascertain the views of the victim as to what outcome he/she wants
- ensure that the victim understands the company's procedures for dealing with the complaint
- discuss and agree the next steps: either informal or formal complaint, on the understanding that choosing to resolve the matter informally does not preclude the victim from pursuing a formal complaint if he/she is not satisfied with the outcome
- keep a confidential record of all discussions
- respect the choice of the victim
- ensure that the victim knows that they can lodge the complaint outside of the company through the relevant country/legal framework

### **Informal complaints mechanism**

If the victim wishes to deal with the matter informally, the designated person (who will be a member of the People Team or a member of the Senior Leadership Team) will:

- give an opportunity to the alleged harasser to respond to the complaint
- ensure that the alleged harasser understands the complaints mechanism
- facilitate discussion between both parties to achieve an informal resolution which is acceptable to the complainant, or refer the matter to a designated mediator within the company to resolve the matter
- ensure that a confidential record is kept of what happens
- follow up after the outcome of the complaints mechanism to ensure that the behaviour has stopped
- ensure that the above is done speedily and where practicable within 3 days of the complaint being made

### **Formal complaints mechanism**

If the victim wants to make a formal complaint or if the informal complaint mechanism has not led to a satisfactory outcome for the victim, the formal complaint mechanism should be used to resolve the matter.

The designated person who initially received the complaint will refer the matter to the Group People Manager to instigate a formal investigation. The Group People Manager may deal with the matter themselves, refer the matter to an internal or external investigator or refer it to a committee in accordance with this policy

The person carrying out the investigation will:

- interview the victim and the alleged harasser separately
- interview other relevant third parties separately
- decide whether or not the incident(s) of harassment took place
- produce a report detailing the investigations, findings and any recommendations
- if the harassment took place, decide what the appropriate remedy for the victim is, in consultation with the victim (i.e.- an apology, a change to working arrangements, training for the harasser, discipline, suspension, dismissal)
- follow up to ensure that the recommendations are implemented, that the behaviour has stopped, and that the victim is satisfied with the outcome
- if it cannot determine that the harassment took place, he/she may still make recommendations to ensure proper functioning of the workplace
- keep a record of all actions taken
- ensure that all records concerning the matter are kept confidential
- ensure that the process is done as quickly as possible and in any event within 7 days of the complaint being made (where practicable)
- provide a right of appeal

### **Sanctions and disciplinary measures**

Anyone who has been found to have harassed another person under the terms of this policy is liable to any of the following sanctions:

- verbal or written warning
- adverse performance evaluation
- transfer
- demotion
- suspension

- dismissal

The nature of the sanctions will depend on the gravity and extent of the harassment. Suitable deterrent sanctions will be applied to ensure that incidents of harassment are not treated as trivial. Certain serious cases, including physical violence, will result in the immediate dismissal of the harasser.

### **What we expect from you**

We expect you, and every one of our people, to take personal responsibility for observing, upholding, promoting and applying this policy and any local anti-harassment policies and procedures. Whatever your job is, this is part of your role.

We believe that fostering a working environment that is non-discriminatory and free from harassment is about more than simply following laws.

We therefore adopt a zero-tolerance approach to instances of sexual harassment meaning that you should:

- familiarise yourself with the examples of standard harassment, sexual harassment and bullying set out in this policy
- not commit, authorise or condone any act of harassment
- speak up without delay if you experience or witness any form of harassment
- act if you become aware of harassment or bullying being committed against others; and
- complete any harassment training and awareness courses that we require you to undertake

### **Our commitment to progress**

We will carry on evolving in this key policy area so that our business continues to foster a culture of equality, diversity and inclusion and eradicate harassment at work.

We are committed to the regular review of our progress towards meeting these goals through:

- the gathering of feedback from stakeholders (listening to the employee voice)
- all line managers will be trained in implementing this policy and how to respond sensitively to any reports of sexual harassment. This competency will be reviewed as part of the annual performance review
- the use of analytics to help us to identify any of our locations where harassment might be a problem (including regular surveys of the number of formal complaints raised and upheld in each location)
- We have carried out an assessment to assess the risk of different forms of harassment occurring in our workforce, including in different roles and departments, the steps we could take to reduce those risks and which of those possible steps are reasonable. This risk assessment will be reviewed regularly.
- We will take allegations of harassment or bullying seriously and address them promptly and confidentially where possible. Harassment or bullying by an employee will be treated as misconduct under our Disciplinary Procedure. In some cases, it may amount to gross misconduct leading to summary dismissal.

## Section 19 – Carers Leave

### Introduction to carers leave policy

The company is committed to recognising the needs of working carers and ensuring that our policies and practices enable individuals with caring responsibilities to enter into and retain employment. Being able to manage work and caring responsibilities is part of maintaining a healthy life work balance and is important for your wellbeing.

This Carer Policy is applicable to all employees across the company.

### Carers Leave

Sometimes, your caring responsibilities may be such that you need to take a complete break from work for a temporary period. In this situation, we will endeavour to agree with you to take a period of “carers leave”.

Carers leave provides the right to take up to 5 days **unpaid** leave to undertake caring responsibilities for a dependent.

There is no length of service requirement to qualify for this leave.

### Entitlement to carers leave

A “Carer” includes a spouse, civil partner, child, parent, a person who lives in the same household as the employee (other than by reason of them being their employee, tenant, lodger or boarder), or the wider catch-all provision, of a person who reasonably relies on the employee for care.

Carers leave may be taken:

- as a single block of 1 week;

- as a number of shorter periods with a minimum of one half-day (so effectively you are working shorter weeks for an agreed period to help you to better manage work and caring responsibilities)

- If you are a part time employee, the amount of leave taken should be calculated in relation to your normal working week at the time leave is taken.

### Requesting carers leave

You should request leave, ideally in writing, to your manager, giving as much notice as possible.

Employees will be required to give notice which is either twice the length of time being requested, or three days, whichever is the longest. However, your manager will have the discretion to grant leave where the required notice has not been given and this discretion will not be unreasonably withheld.

### Postponing carers leave

Your manager may postpone the leave in circumstances where the department would be unduly disrupted if you took leave during the period identified in your notice. However, every attempt should be made to avoid postponement. In any event leave cannot be postponed for more than 3 months except in exceptional circumstances.

Where your manager feels that postponement is necessary, they should consult with you a view to coming to an agreement over alternatives, which might include:

- a different pattern of leave - e.g. part-time rather than full-time
- a shorter or longer period of leave
- alternative dates within 3 month period

Where agreement cannot be reached, you should, as a minimum, be allowed to take a period of leave of the same length and beginning on a date determined in consultation with your manager no later than 3 months after the start date originally requested.

### **Returning from carers leave**

During your carers leave, your line manager has the right to keep in contact with you to keep you up to date with any organisational issues and to discuss your return to work and any support you may need upon your return. It is a good idea to discuss contact arrangements before you start your leave.

Your return to work date will be as agreed before you started carers leave. If you want to change the date, please contact your manager in writing giving at least 6 weeks' notice. If you decide not to return to work, you are obliged to give notice as per the terms of your contract of employment.

### **Terms and conditions during leave**

Your contract of employment continues during carers' leave including all your terms and conditions e.g. notice periods, redundancy rights and disciplinary and grievance procedures and confidentiality etc. Contractual benefits, with the exception of terms relating to remuneration (wages and salary), are preserved.

Where you fall sick during a period of carers' leave, and you comply with the sickness reporting procedures, you will be entitled to sick pay in line with the terms of your contract and this period shall not count towards your carers' leave entitlement.

Pension contributions during a period of unpaid leave will not be paid unless you elect to pay these in the form of an Additional Pension Contribution (APC). You must confirm your decision whether to pay contributions via an APC for this period.

You are not allowed to take any other employment whilst on Carers Leave, unless you have prior written permission of your line manager.

You will continue to accrue annual leave entitlements during a period of Carers Leave.

# End of Document

If you have any questions or feedback regarding any part of our Employee Handbook, please speak to your manager in the first instance.

Thank you