**<Insert Company Name>**

**Employee Handbook**

Issued: <date>

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**Welcome to <Insert Company Name>**

We are pleased that you have chosen to join the <Insert Company Name> team, as a member of our team you are important to our success.

This handbook has been put together to assist you in understanding our values, our business practices and procedures, and to give you every opportunity to make your relationship with us a very successful and rewarding one.

We may from time to time update or amend aspects of this handbook. Any such amendment will be communicated to you in writing, following any consultation and/or notice, as appropriate.

Should you have any questions about the information in this handbook please speak to <Insert Employee Name>.

## About <Insert Company Name>

**The Company**

<insert overview>

**Our Services/Products**

<insert overview>

**Our Customers**

<insert overview>

**History**

<insert overview, e.g. When and by who the company was founded, how it’s grown and developed>

**The Future**

<insert details – e.g. Where is the company heading, what’s next>

**Our Goal**

<insert details>.

## General Information

This part of the handbook is designed to provide you with some information about your employment and our business, in addition to your Contract of Employment. Our handbook endeavours to answer some of the questions you may have from time to time and is a good point of reference.

1. **Communication**

We believe that information and ideas should be freely and easily exchanged between all staff. You are actively encouraged to discuss any ideas or indeed concerns you may have, about any area of your employment, with <insert Employee Name>.

In your communication we expect you to act professionally and show respect and courtesy for yourself, your colleagues, your managers and our customers, at all times. Most of all we expect you to respect our brand. This needs to be apparent at all times in your communication and actions, from your exchange and dialogue with your fellow colleagues to talking and explaining things to our customers.

1. **Security**

The security of our property, products and services is the responsibility of every employee. With this in mind it is important that all tools, equipment and confidential or sensitive information is safely and securely stored when not in use. Any staff working outside normal working hours should ensure the office <and/or building> is properly secured when leaving. <insert any other specifics about security>

1. **Personal Property**

Please ensure that you keep your personal belongings safely secured whilst at work. <Insert Company Name> cannot be held responsible for loss or damage to employees’ valuables, money or other personal property. Please report any lost property promptly to <Insert Employee Name>.

Cars parked in the car park should always be locked and are at all times the responsibility of the individual.

We assume that everyone behaves in an honest and responsible manner, however we reserve the right to inspect the contents of any bags, cases, or cars on the premises where necessary, e.g. For security reasons.

1. **Personal Details**

Essential personal information is recorded by us in order that we may fulfil out duties as your employer. Please ensure you notify us as soon as possible of any changes to your personal details. [*is there a specific form they should complete or person they should notify?*]

1. **Health and Safety**

The Health and Safety at Work Act imposes a responsibility on <Insert Company Name> to ensure the health, safety and well-being of every employee. In addition you too have an obligation to ensure that you do not endanger your own health or that of others whilst at work.

A copy of our full Health and Safety policy can be found [***here***](#_Health_&_Safety)***:***

The fire alarm is tested on a weekly basis and fire drills are regularly carried out. Please ensure you are familiar with the instructions for our office and ensure you know the location of the nearest fire extinguisher and fire exit.

1. **Your Conduct**

We expect you to choose to be:

* Professional at all times, but particularly in your dealing with our customers and your colleagues
* A team player and always have the team at the heart of what you do
* Involved and proactive and able to see issues before they occur

You cannot always control circumstances, but you can control your own attitude and we expect this of all our staff.

1. **Your Appearance**

You should attend work presented professionally and in appropriate attire for the job. [*what do you want to say here, I assume there is not a uniform? But is there particular safety wear or anything that staff are required to wear, or a particular appearance that is expected?*]

1. **Hours of Work**

We operate a <37.5> hour working week, typically a normal full-time working week <in the office/on site?> is from <time to time> Monday to Friday. Your normal hours of work are outlined in your contract of employment. During your working time you are expected to devote the whole of your time and attention to your duties.

You are expected to be punctual for work and it is imperative that you are also on time when attending client sites. Poor time keeping may lead to formal disciplinary action.

As a result of the work in which you are engaged it may be appropriate for your normal hours of work to be varied on a temporary or permanent basis if the proper performance of your duties so requires. If we wish to vary your normal hours of work on a permanent basis you will be asked to consent to the appropriate amendment being made to you contract of employment.

1. **Absence from Work**

As a general principle you are expected to ensure that any absence from work, which can be foreseen e.g. Holidays, leave for pubic duties etc., is planned to accommodate your work commitments. In all other cases where contingencies arise and make your attendance at work difficult you will find that a reasonable request for absence is treated sympathetically (see also the Sickness Absence Policy and other absence policies).

Occasions may arise where there is a need for absence from work because of sickness or death in the family, or as a result of other difficult personal circumstances. We have specific polices in relation to Compassionate Leave and Time off for Dependants etc. Found in the policy section of this handbook.

We recognise that you will, from time to time, need to attend necessary medical, dental and other similar appointments. Wherever possible should make appointments at times that do not conflict with your work commitments. If this is not possible, you should endeavour to arrange them at times when they will cause the least disruption to your work commitments and the minimum amount of absence from work (e.g. Early morning or late afternoon appointments).

If it is not possible to arrange medical, dental and other similar appointments outside your working hours, reasonable time off will be given. Any such time must have the prior approval of <Insert Employee Name>, you may be required at our discretion to produce your appointment card.

With the exception of ante-natal appointments, there is no contractual entitlement to remuneration for absences relating to attendance at medical appointments. Any payment of salary during attendance at such appointments is at our absolute discretion.

If you feel that you have been unreasonably refused time off to attend a medical, dental or other similar appointment, you should discuss the matter with <insert Employee Name>.

1. **Other Work**

We do not encourage any employees to take on private work. As such you are not permitted to take on any second jobs or private work, without the prior written consent of the Company. Any person in breach of this requirement will be subject to formal disciplinary action and may be dismissed.

1. **Performance Management**

During your employment we are all committed to ensuring the highest standards of quality and work, as such we will regularly monitor your performance.

As well as regular on-going review, all staff will receive an annual formal Performance Review. This is aimed at helping to create a strong ethos of continual personal development as well as improving our customer satisfaction.

Appropriate targets and objectives may be set where appropriate and these will be monitored and reviewed regularly to ensure that quality and performance improvements are achieved.

Where needed we will provide suitable in house and external training to continually improve performance.

Under performance is not acceptable and may lead to formal disciplinary action.

Where underperformance occurs due to a lack of skills or experience in what is required, a Performance Improvement Plan (PIP) may be used to support you in achieving the required level of performance. Failure to achieve and maintain the required standards of performance could result in formal disciplinary action.

1. **Social Media**

We have developed a very effective website and social media base on Twitter, Facebook and Linkedin [*anywhere else?*], which we actively use and encourage you to use too. However, you are required to use them with care and in accordance with the following.

If you make any posting, contribution or creation, or you publish any other content which identifies or could identify you as an employee, contractor, agent or other member, or associate of <Insert Company Name>, or in which you discuss your work or experiences relating to us, you must at all times ensure that your conduct is appropriate and consistent with your contract of employment and our corporate image. Please also remember your duty of fidelity as an employee of <Insert Company Name>.

If at any time you are unsure as to the appropriateness of a posting or other content that you are seeking to publish, you should speak to <Insert Employee Name> at the earliest opportunity to seek clarification.

If, in any contribution or posting which identifies or could identify you as an employee, agent or other affiliate of <Insert Company Name>, you express an idea or opinion, you should include a disclaimer which clearly states that the opinion or idea expressed is yours and does not represent that of <Insert Company Name>.

1. **Company Vehicles**

Your Contract of employment will set out whether or not you are provided with the use of a Company vehicle for work purposes.

Like our teams, our vehicles are the face of the company and play an important part in the reputation and marketing of the company. We therefore expect you to take pride in our company vehicles and keep them clean and well maintained. This in turn will always ensure that you and your vehicle portray the right image to our customers at all times.

This applies when using any of our vehicles and as a matter of courtesy to the rest of our team, we expect that all vehicles be returned to their usual driver clean, tidy and fuelled.

It is your responsibility to drive and park the vehicle considerately, legally and with due regard to the Highway Code and respect for other road users. If you are stopped or fined for any road traffic infringement or offence you may be held personally responsible for payment of any such fine and it could result in formal disciplinary action.

1. **Leaving us**

Should you wish to leave <Insert Company Name> you will be required to provide us with advance notice in writing. Full details can be found in your contract of employment.

Nothing shall prevent either you or us agreeing to accept a shorter period of notice if both parties agree.

We reserve the right to pay salary in lieu in any period of notice which we are required to give.

We reserve the right to require you not to attend work during any period of notice, but to remain available for work throughout that period, regardless of whether the notice was given by you or the Company. During any such period you would not be entitled to conduct any of your normal duties or responsibilities in connection with your employment with <Insert Company Name>, unless we specifically required you to do so. You will not be entitled to take employment with any third party. You must however remain available to come to work if we require you to do so. During any such period you will remain on your full salary, and retain your previously granted benefits for this period.

1. **[anything else?]**

[*is there anything else that you’d like to have covered in this general information section – anything particularly important or relevant to your business?]*

## Company Policies

## Holiday Policy

Our holiday year runs from <1 January to 31 December> each year.

Your annual holiday entitlement is detailed in your individual Contract of Employment.

Holiday entitlement in the year of joining/leaving is calculated on a pro rata basis for each complete calendar month of service.

You will be paid for authorised holidays at your current basic rate of pay [*is overtime/ commission regularly paid, as you may want to consider including this, it is highly likely that there will be a change in law to require this in the near future*].

**Public and Bank Holidays**

Your annual holiday entitlement includes paid holiday for bank and public holidays. No additional payment will be made for public/bank holidays.

You may be required to reserve some of your annual holiday entitlement to accommodate the closure of the business on specific public/bank holidays, details of which will be communicated to you in advance. This will also include any shutdown periods e.g. Christmas and New Year. <insert details of any specific periods>

When a public holiday is not recognised by us and the business therefore remains open, this day is deemed to be a normal working day. If you wish to observe the public holiday you will need to request holiday from your annual entitlement.

Any time off to observe any religious holidays not covered by the public holidays set out above should be taken as part of your holiday entitlement.

**Taking Holidays**

All holiday arrangements are subject to the prior approval of your manager and it is vital that you give as much notice as possible of any intended holiday dates. As a norm we would expect a weeks’ notice for a day off and a months’ notice for holiday of a week or more. Only in exceptional circumstances will we grant approval for more than 10 working days’ holidays to be taken on any one occasion.

When booking holidays, you should always endeavour to choose holiday dates that do not conflict with major work commitments or linked persons’ holidays. No reasonable request for holiday will generally be turned down, but if it were considered that your holiday would seriously interfere with work commitments you may be asked to reschedule it.

You must obtain approval to extend you holiday beyond the agreed return date in advance. Circumstances may arise where, because of sickness or travelling difficulties, you are unable to return to work on the agreed day. In such circumstances you should make every effort to inform <Insert Employee Name> as soon as possible [*do you want to prescribe a specific time or anything?*].

You are encouraged to take your annual holiday entitlement each year, however in the event that you do not take your full holiday entitlement in the holiday year, you are permitted to carry over a maximum of <Number> days’ holiday entitlement (pro-rata for part-time employees) from one holiday year to the next. [*do you to permit staff to carry over like this? Do you want to set a time limit on when carried over holidays have to be used by? Or you can say no holidays may be carried over?*]

Anyone who takes holidays that have not been authorised will be considered to be taking unauthorised absence.

Unauthorised absence is not permitted and will not be paid. Unauthorised absence may result in formal disciplinary action up to and including dismissal.

Upon leaving us you will be entitled to accrued holidays or pay in lieu of any holiday accrued but not taken. In the event that you have taken more holiday than your entitlement, at the time you leave, we will deduct the relevant number of days’ holiday from your final salary payment.

## Sickness Absence Policy

If you are unwell and cannot come to work, on the first day of your absence, no later than <09:0>, or 30 minutes before your usual start time, you must contact your manager by phone to make them aware that you will not be in and state the reason for your absence. For absences greater than 1 day you are required to keep in regular phone contact with your manager. Such contact during your absence should be maintained by you, not a relative or friend.

If you are absent for up to 7 calendar days, you must complete a Self-Certificate upon your return to work. This should also be signed by your manager, who will also conduct a return to work interview with you, upon your return to work.

For any absences exceeding 7 consecutive calendar days, you are required to submit a doctor’s certificate (fit note) as soon as possible. Any further doctor’s certificates must be obtained and submitted regularly as determined by your doctor, during the whole period of your absence.

We recognise that you may have to take extended time off due to sickness absence. In such cases we will carry out a home visit, designed as a welfare meeting, at an appropriate time. Additionally, we reserve the right to obtain your consent for a medical report from an appropriate doctor, and/or we may also decide to refer you to an independent occupational health specialist, the cost of which will be borne by us.

We will regularly monitor attendance levels and any unacceptable levels of attendance or short term frequent absent and/or failure to adhere to the Sickness Absence policy could result in formal disciplinary action. There may be cases where an appropriate level of warning is issued, and in cases of long-term absence with limited or no prospect of return to work in the foreseeable future, we will normally move directly to termination of employment.

[*do you want to define what is unacceptable levels of absence or leave it as above? E.g. Unacceptable absence is defined as <x> days or <x> occasions of sickness absence in a rolling 6 month period]*

You will normally be entitled to receive Statutory Sick Pay (SSP) for any periods of sickness absence. SSP is payable for up to 28 weeks. Please note SSP is not normally payable for the first 3 days, unless you have been sick (for the same or a linked reason) in the previous 8 weeks. Some employees (who do not earn enough to pay National Insurance Contributions) are not eligible for SSP.

All sickness absence should be communicated to us as set out above. Unauthorised absence is not permitted and will not be paid. Any unauthorised absence may result in formal disciplinary action.

## Time off for Dependents Policy

You are entitled to take reasonable unpaid time off work to deal with an emergency involving a dependant.

A dependant could be a spouse, partner, child, grandchild, parent, or someone who depends on you for care.

Time off is provided to deal with the emergency and make alternative care arrangements.

In the event that you need to take Time off for Dependents, you should notify <Insert employee name> as soon as reasonably possible, and ideally within 30 minutes of leaving work/your usual start time. You should also indicate how long you expect to be absent and maintain appropriate contact with <Insert employee name> during any period of time off. You should then report to <Insert employee name> immediately upon your return to work.

In the event that extended time off is needed, you may be required to use alternative leave provisions for this e.g. Holiday, parental leave etc.

## Time off for Antenatal Appointments Policy

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

If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.

***Time Off if you are Pregnant***

If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. You should try to give us as much notice as possible of the appointment.

We may ask you to provide the following, unless it is the first appointment:

* A certificate from the doctor, midwife or health visitor stating that you are pregnant; and
* An appointment card.

***Time off for Accompanying a Pregnant Woman***

You may take time off to accompany a pregnant woman to an antenatal appointment if you have a “Qualifying Relationship” with the woman or child. This means that either:

* You are the baby’s father; or
* You are the pregnant woman’s spouse, civil partner or are living with her in an enduring family relationship and she is not your sister, mother, grandmother, aunt or niece
* You are one of a same sex couple who is to be treated as the child’s other parent under the assisted reproduction provisions in the Human Fertilisation and Embryology Act 2008
* You are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child

You may take unpaid time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy.

You must not take more than six and a half hours off for each appointment, including travel and waiting time.

You should give us as much notice of the appointment as possible. We retain the right to refuse requests for time off where it is reasonable to do so.

You must provide us with a signed statement providing the date and time of the appointment and confirming:

* That you have a Qualifying Relationship with the woman or child;
* That the purpose of the time off is to accompany the pregnant woman to an antenatal appointment;
* That the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.

## Maternity Policy

This policy provides employees with the general outline of the statutory provisions relating to maternity leave and pay. The statutory provisions are complex and, in the event of any discrepancy, will override the terms of this policy. If employees wish to take maternity leave, they are advised to take further guidance from a director.

**Definitions**

The definitions in this paragraph apply in this policy.

Expected Week of Childbirth: the week, starting on a Sunday, in which your doctor or midwife expects you to give birth.

Qualifying Week: the fifteenth week before the Expected Week of Childbirth.

**Notification**

You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.

Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell us:

* + That you are pregnant;
	+ The Expected Week of Childbirth; and
	+ The date on which you would like to start your maternity leave (Intended Start Date).

You must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.

**Sickness**

Periods of pregnancy-related sickness absence shall be paid in accordance with your contract of employment.

Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.

If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will usually start automatically.

**Health and safety**

We have a general duty to take care of the health and safety of all employees and to provide them with a safe system of work. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, who have given birth within the last six months or are breastfeeding.

We will provide you with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken. If we consider that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal work we will take such steps as are necessary (for as long as they are necessary) to avoid those risks. This may involve:

* Changing your working conditions or hours of work;
* Offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
* Suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

**Entitlement to maternity leave**

All employees are entitled to up to 52 weeks' maternity leave which is divided into:

* Ordinary maternity leave of 26 weeks (OML).
* Additional maternity leave of a further 26 weeks immediately following OML (AML).

**Starting maternity leave**

The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).

You must notify us of your Intended Start Date. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave (Expected Return Date).

You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.

You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.

Maternity leave shall start on the earlier of:

* Your Intended Start Date (if notified to us in accordance with this policy); or
* The day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth; or
* The day after you give birth.

If you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth, you must let us know as soon as possible in writing. Maternity leave will be triggered unless we agree to delay it.

If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.

The law prohibits you from working during the two weeks following childbirth.

Shortly before your maternity leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

**Statutory maternity pay**

Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch). You are entitled to SMP if:

* You have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;
* Your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the Government;
* You provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;
* You give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
* You are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

**SMP is calculated as follows:**

* First six weeks: SMP is paid at the Earnings-Related Rate of 90% of your average weekly earnings calculated over the Relevant Period;
* Remaining 33 weeks: SMP is paid at the Prescribed Rate which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.

SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.

You shall still be eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:

* The week following the week in which employment ends; or
* The eleventh week before the Expected Week of Childbirth.

If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

**Terms and conditions during OML and AML**

All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay. In particular:

* Benefits in kind shall continue;
* Annual leave entitlement under your contract shall continue to accrue; and
* Pension benefits shall continue.

**Annual leave**

During OML and AML, annual leave will accrue at the rate provided under your contract.

Our holiday year runs from 1 April to 31 March. In many cases a period of maternity leave will last beyond the end of the holiday year. Any holiday entitlement for the year that cannot reasonably be taken before starting your maternity leave can be carried over to the next holiday year and must be taken immediately before returning to work unless your manager agrees otherwise.

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

**Pensions**

During OML and any further period of paid maternity leave we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on maternity leave provided that you continue to make contributions based on the maternity pay you are receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact the office.

**Redundancies during maternity leave**

In the event that your post is affected by a redundancy situation occurring during your maternity leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment.

**Keeping in touch**

We may make reasonable contact with you from time to time during your maternity leave.

You may work (including attending training) for up to ten days during maternity leave without bringing your maternity leave or SMP to an end. You are not obliged to undertake any such work during maternity leave. In any case, you must not work in the two weeks following birth.

You will be paid at your normal basic rate of pay for time spent working on a Keeping in Touch Day and this will be inclusive of any maternity pay entitlement.

**Expected return date**

Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of maternity leave with a revised Expected Return Date.

Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover:

* Updating you on any changes that have occurred during your absence;
* Any training needs you might have; and
* Any changes to working arrangements.

We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your maternity leave, you are able to confirm that you will be returning to work as expected.

**Returning early**

If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice. It is helpful if you give this notice in writing.

If not enough notice is given, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

**Returning late**

If you wish to return later than the Expected Return Date, you should either:

* Request unpaid parental leave in accordance with our Parental Leave Policy, giving us as much notice as possible but not less than 21 days; or
* Request paid annual leave in accordance with your contract, which will be at our discretion.

If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

In any other case, late return will be treated as unauthorised absence.

**Deciding not to return**

If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

This does not affect your right to receive SMP.

**Your rights when you return**

You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been had you not been absent.

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

**Flexible working**

We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our Flexible Working Policy.

## Paternity Policy

This policy outlines when an employee may be entitled to paternity leave and paternity pay, and sets out the arrangements for taking it.

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

**Entitlement to paternity leave**

Paternity leave is available on the birth of a child if you have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth and either:

* You are the biological father and will have some responsibility for the child's upbringing; or
* You are the husband, civil partner or cohabiting partner of the biological mother and will have the main responsibility (with the mother) for the child's upbringing.

Paternity leave is available where a child is placed with you for adoption by an adoption agency if you have been continuously employed by us for at least 26 weeks ending with the week in which the agency notifies you that you have been matched with a child. In such cases you may be entitled to take adoption leave instead (see our Adoption Policy).

However, adoption leave may only be taken by one adoptive parent. Paternity leave is available to the other adoptive parent (of either sex).

**Ordinary paternity leave**

Ordinary paternity leave (OPL) is a period of one or two weeks' consecutive leave taken when a child is born or placed with you for adoption. You can start your leave on the date of birth or placement, or later, provided it is taken within eight weeks (56 days) of the birth or placement. (If the baby is premature the period ends eight weeks after the start of the Expected Week of Childbirth.)

To take OPL you must give us written notice by the end of the 15th week before the Expected Week of Childbirth (or no more than seven days after the adoption agency notified of being matched with a child), or as soon as you reasonably can, stating:

* The Expected Week of Childbirth;
* Whether you intend to take one week or two weeks' leave; and
* When you would like your leave to start.

You can change the intended start date by giving us 28 days' notice or, if this is not possible, as much notice as you can.

**Paternity pay**

Ordinary statutory paternity pay (OSPP) is payable during OPL provided you have at least 26 weeks' continuous employment ending with the Qualifying Week (the 15th week before the Expected Week of Childbirth or the week in which the adoption agency notified you of a match) and your average earnings are not less than the lower earnings limit set by the government each tax year.

The rate of OSPP is set by the government each tax year. For further information please contact Human Resources.

**During paternity leave**

All the terms and conditions of your employment remain in force during OPL, except for the terms relating to pay.

Annual leave entitlement will continue to accrue during OPL at the rate provided under your contract.

If you are a member of the pension scheme, we shall make employer pension contributions during OPL based on your normal salary in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any paternity pay you are receiving, unless you inform the office manager that you wish to make up any shortfall.

**Returning to work**

You are normally entitled to return to work following OPL to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent. However, if you have combined OPL with another type of family-related leave please see the relevant policy as the position may be slightly different.

If you want to change your hours or other working arrangements you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## Time off for Adoption Appointments Policy

This policy applies to employees and agency workers. It does not apply to self-employed contractors. It does not form part of any employee's contract of employment and we may amend it at any time.

If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. We will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.

For the purposes of this policy an adoption appointment is an appointment made by an adoption agency relating to a child being placed for adoption or for a fostering for adoption placement.

If you are adopting a child or children on your own you will be entitled to take paid time off to attend up to five appointments.

If you are adopting a child or children with another person (joint adopters) one of you may take paid time off to attend up to five appointments. The other prospective adoptive parent may take unpaid time off to attend up to two appointments. If you are a joint adopter and elect to take paid time off you must provide a signed declaration stating that you have elected to exercise the right to take paid time off.

If you exercise the right to take paid time off to attend an adoption appointment, you cannot then go on to take paternity leave in respect of that child or children.

You must not take more than six and a half hours off for each appointment, including travel and waiting time, whether or not the time off is paid or unpaid.

Time off cannot be taken under this policy on or after the date on which the child is placed with you for adoption.

You should give us as much notice of the appointment as possible. We retain the right to refuse requests for time off where it is reasonable to do so.

You must provide us with a signed statement providing the date and time of the appointment and confirming:

* That you would like to take either paid time off or unpaid time off;
* That the appointment has been arranged by or at the request of the adoption agency;
* If you are a joint adopter, a signed declaration if you have elected to take paid time off.

## Adoption Policy

This policy sets out the arrangements for adoption leave and pay for employees who are adopting a child through a UK adoption agency.

This policy only applies to employees and does not apply to agency workers or self-employed contractors. It does not form part of any employee's contract of employment and we may amend it at any time.

**Entitlement to adoption leave**

You are entitled to adoption leave if you meet all the following conditions:

* You are adopting a child through a UK or overseas adoption agency.
* The adoption agency has given you written notice that it has matched you with a child for adoption and tells you the date the child is expected to be placed into your care with a view to adoption (Expected Placement Date).
* You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
* Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (OAL) and 26 weeks' Additional Adoption Leave (AAL).

**Notification requirements**

Not more than seven days after the agency notifies you in writing that it has matched you with a child (or where that is not reasonably practicable, as soon as reasonably practicable), you must give us notice in writing of the Expected Placement Date, and your intended start date for adoption leave (Intended Start Date).

We will then write to you within 28 days to inform you of your expected return date assuming you take your full entitlement to adoption leave.

Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.

**Starting adoption leave**

OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.

If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new expected return date.

**Adoption pay**

Statutory adoption pay (SAP) is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year.

**SAP is calculated as follows:**

* First six weeks: SAP is paid at the Earnings-Related Rate of 90% of your average weekly earnings;
* Remaining 33 weeks: SAP is paid at the Prescribed Rate which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.

For further information please speak to your manager.

**Terms and conditions during adoption leave**

All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay.

Annual leave entitlement will continue to accrue at the rate provided under your contract. If your adoption leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your adoption leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry-over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your manager.

If you are a member of the pension scheme, we shall make employer pension contributions during OAL and any further period of paid adoption leave based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any adoption pay you are receiving, unless you inform the office manager that you wish to make up any shortfall.

**Keeping in touch**

We may make reasonable contact with you from time to time during your adoption leave although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

You may work (including attending training) on up to ten "keeping-in-touch" days during your adoption leave. This is not compulsory and must be discussed and agreed with <Insert Employee Name>.

You will be paid at your normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any adoption pay entitlement.

**Returning to work**

You must return to work on the expected return date unless you tell us otherwise. If you wish to return to work early, you must give us at least eight weeks' notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the expected return date if you request annual leave or parental leave, which will be at our discretion.

You are normally entitled to return to work in the position you held before starting adoption leave, on the same terms of employment. However, if you have taken AAL and it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

If you want to change your hours or other working arrangements on return from adoption leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

**Shared Paternal Leave (Birth) Policy**

This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If you are adopting a child please see our Shared Parental Leave (Adoption) Policy instead.

This policy provides employees with a general outline of the statutory provisions. The statutory provisions are complex, so in the event of any discrepancy, they will override the terms of this policy.

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.

**Definitions**

The definitions in this paragraph apply in this policy:

Expected Week of Childbirth (EWC): The week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

Parent: One of two people who will share the main responsibility for the child’s upbringing (and who may be either the mother, the father, or the mother’s partner if not the father).

Partner: Your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

Qualifying Week: The fifteenth week before the EWC.

**What is Shared Parental Leave?**

Shared Parental Leave (SPL) is a form of leave which may be available if your child is expected to be born on or after 5 April 2015.

It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you and can decide to be off at the same time or different times. You may be able to take leave in more than one block.

**Entitlement to SPL**

You are entitled to SPL in relation to the birth of a child if:

* You are the child’s mother, and share the main responsibility for the care of the child with the child’s father (or your partner, if the father is not your partner);
* You are the child’s father and share the main responsibility for the care of the child with the child’s mother; or
* You are the mother’s partner and share the main responsibility for the care of the child with the mother (where the child’s father does not share the main responsibility with the mother).

The following conditions must also be fulfilled:

* You must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
* The other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
* You and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.
* The total amount of SPL available is 52 weeks, less the weeks spent by the child’s mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).
* If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.
* If you are the child’s father or the mother’s partner, you should consider using your two weeks’ paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

**Opting in to Shared Parental Leave and Pay**

Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:

* Your name and the name of the other parent;
* If you are the child’s mother, the start and end dates of your maternity leave;
* If you are the child’s father or the mother’s partner, the start and end dates of the mother’s maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;
* The total SPL available, which is 52 weeks minus the number of weeks’ maternity leave, SMP or MA period taken or to be taken;
* How many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
* If you are claiming statutory shared parental pay (shpp), the total shpp available, which is 39 weeks minus the number of weeks of the SMP or the MA period to be taken;
* How many weeks of available shpp will be allocated to you and how much to the other parent? (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
* An indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
* Declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and shpp.

**Ending your Maternity Leave**

If you are the child’s mother and want to opt-in to the SPL scheme, you must give us at least eight weeks’ written notice to end your maternity leave (a curtailment notice) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.

You must also give us, at the same time as the curtailment notice, a notice to opt-in to the SPL scheme or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.

The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:

* If you realise that neither you nor the other parent are in fact eligible for SPL or shpp, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;
* If you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
* If the other parent has died.

Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless you revoked it in the circumstances set out in this policy.

**Ending your Partner’s Maternity Leave or Pay**

If you are not the mother, and she is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:

* Returned to work;
* Given her employer a curtailment notice to end her maternity leave;
* Given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
* Given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

**Evidence of Entitlement**

You must also provide on request:

* A copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child’s date and place of birth); and
* The name and address of the other parent’s employer (or a declaration that they have no employer).

**Booking your SPL Dates**

Having opted into the SPL system you will need to give a period of leave notice telling us the start and end dates of your leave. This can be given at the same time as your opt-in notice, or it can be given later, as long as it is given at least eight weeks before the start of your leave. You must also state in your period of leave notice the dates on which you intend to claim shpp, if applicable.

If your period of leave notice gives dates for a single continuous block of SPL, you will be entitled to take the leave set out in the notice.

You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice).

**Procedure for Requesting Split Periods of SPL**

In general, a period of leave notice should set out a single continuous block of leave. We may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least a week) with periods of work in between. It is best to discuss this with your manager in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

You must submit a period of leave notice setting out the requested pattern of leave at least eight weeks before the requested start date. If we are unable to agree to your request straight away, there will be a two week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached an agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:

* Choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
* Withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new notice if you choose).

**Changing the Dates or Cancelling your SPL**

You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.

You can change the start date for a period of leave, or the length of the leave, by notifying us in writing at least eight weeks before the original start date and the new start date.

You do not need to give eight weeks’ notice if you are changing the dates of your SPL because your child has been born earlier than the EWC, where you wanted to start your SPL a certain length of time (but not more than eight weeks) after birth. In such cases, please notify us in writing of the change as soon as you can.

You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date and the new end date.

You can combine split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date of the first period.

You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between

A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:

* The variation is a result of your child being born earlier or later than the EWC;
* The variation is at our request; or
* We agree otherwise.

**Shared Parental Pay**

Shpp of up to 39 weeks (less any weeks of SMP or MA claimed by the mother) may be available provided you have at least 26 weeks’ continuous employment with us at the end of the Qualifying Week and your average earning are not less than the lower earnings limit set by the government each tax year. Shpp is paid at a rate set by the government each year.

**Other Terms during Shared Parental Leave**

Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over. You should try to limit carry over to one week’s holiday or less. Please discuss your holiday plans with your manager in good time before starting SPL.

If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving unless you inform us that you wish to make up any shortfall.

**Keeping in Touch**

We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

You may ask or be asked to work (including attending training) on up to 20 “keeping in touch” days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with your manager.

You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

**Returning to Work**

If you want to end a period of SPL early, you must give us eight weeks’ written notice of the new return date. If you have already given us three period of leave notices you will not be able to end your SPL early without our agreement

If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three period of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave (see our Parental Leave Policy), subject to the needs of the business.

You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:

* If your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
* If you took SPL consecutively with more than four weeks of ordinary parental leave.

If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## Shared Parental Leave (Adoption) Policy

This Company will comply with its statutory obligations in relation to Shared Parental Leave for those employees who are adopting. Further details of this can be obtained from the office.

**Other Leave**

The Company recognises that employees will from time to time need to attend medical, hospital, dental, optician and other similar appointments. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of your immediate Manager. Appointments should be made early in the morning, at lunchtime or late in the afternoon to cause minimum disruption to the business.

However, because the Company accepts that it is not always possible or practical to arrange medical and other similar appointments outside working hours, it is the Company's policy to permit reasonable time off work for such appointments.

Provided that you give reasonable notice of the date and time of an appointment, time off with pay will normally be granted, although this is subject to the discretion of the Manager. Where, however, time off for appointments becomes frequent or regular, or starts to cause difficulties for the Company, the Manager has the discretion either to require the employee to make up for the time off by working extra time on another occasion, to use annual holiday or to grant any further time off without pay.

Where possible, you must obtain approval from your Manager in advance of any appointment. The Company reserves the right to ask you to reschedule an appointment if its timing would cause disruption to the business. The Company may also ask for evidence of your appointment, i.e. An appointment card.

**Parental leave**

After 1 years’ service you are entitled to a maximum of 18 weeks’ unpaid leave for each child you have under 5 years old. A maximum of 4 weeks’ Parental Leave can be taken in any 1 year.

If you adopt a child under the age of 18, you are entitled to Parental Leave during the 5 years after the adoption, or until your child’s 18th birthday, whichever is the sooner.

Parental Leave may only be taken in blocks of 1 complete week or more. An exception to this is that parents of children with a disability may take Parental Leave 1 day at a time.

If you wish to take Parental Leave, you are required to give a minimum of 21 days’ notice and your request must be made in writing.

The Company has the right to postpone Parental Leave for up to 6 months if the business would be unacceptably disrupted by your absence. However, Parental Leave requested to take place immediately after the birth of a child may not be postponed provided that you have given 21 days’ notice of your intention to take Parental Leave at this time.

## Compassionate Leave Policy

At <Insert Company Name> we recognise that from time to time there may be a need for you to be away from work when you experience the loss or serious injury of an immediate family member.

Our Compassionate/Bereavement Leave policy is intended to help and support you at what might be a difficult time of serious injury, death or the funeral of an immediate family member or close relative.

For the purpose of this policy, immediate family is defined as your spouse, civil partner, partner, parent, child, sibling or grandparent.

In the event of the serious illness or injury, or death of an immediate family member, you should contact <Insert employee name> to request compassionate leave. We would ask that you inform us of the need to take compassionate leave as soon as reasonably possible.

Each case will be viewed sympathetically and on an individual basis.

There is no contractual entitlement to pay for absences relating to compassionate leave. Any payment of salary during compassionate leave is at our absolute discretion.

In the unfortunate circumstances that your child passes away, ‘Jacks Law’ will apply and you will have the right to 2 weeks' parental bereavement pay if:

* the child dies under the age of 18, or
* have a stillbirth from the 24th week of pregnancy onward.
* they've worked for their employer for at least 26 weeks
* they earn on average at least £118 per week (before tax)

The leave is paid at the lower of £151.20 per week or 90% of salary.

If compassionate leave is in respect of a close relative, who is not in your immediate family, you should discuss this request with <Insert employee name> to see if compassionate leave applies.

In the case of death of another close relative, who is not in your immediate family, for example an aunt, uncle, cousin or parent-in-law, or a close friend, you may request leave to attend the funeral.

Please note that where you are entitled to take time off under the Time off for Dependents Policy, any time off granted as compassionate leave is in addition to any statutory Time off for Dependents (please also see our Time Off for Dependents Policy).

If you wish to take further leave than the compassionate leave you are granted, you should request annual leave in the usual way.

## Right to Request Flexible Working

This flexible working policy gives eligible employees an opportunity to request a change to their working pattern.

We will deal with flexible working requests in a reasonable manner and within a reasonable time. In any event the time between making a request and notifying you of a final decision (including the outcome of any appeal) will be less than three months unless we have agreed a longer period with you.

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

**Eligibility**

To be eligible to make a flexible working request, you must:

* Be an employee;
* Have worked for us continuously for at least 26 weeks at the date your request is made; and
* Not have made a flexible working request during the last 12 months (even if you withdrew that request).

**What Is a Flexible Working Request?**

A flexible working request under this policy means a request to do any or all of the following:

* To reduce or vary your working hours;
* To reduce or vary the days you work;
* To work from a different location (for example, from home).

**Making a Flexible Working Request**

Your flexible working request should be submitted to us in writing and should be dated. It should:

* State that it is a flexible working request;
* Explain the change being requested and propose a start date;
* Identify the impact the change would have on the business and how that might be dealt with; and
* State whether you have made any previous flexible working requests.

**Meeting**

We will arrange a meeting at a convenient time and place to discuss your request. You may be accompanied at the meeting by a colleague of your choice. They will be entitled to speak and confer privately with you, but may not answer questions on your behalf.

We may decide to grant your request in full without a meeting, in which case we will write to you with our decision.

**Decision**

We will inform you in writing of our decision as soon as possible after the meeting.

## No Smoking/Vaping Policy

This policy has been developed to protect the health of all employees, contractors and customers. People have the right to work in a smoke free environment and we recognise that second hand smoke/vape adversely affects the health of people.

Smoking/Vaping is prohibited in our workplace, and this includes our company vehicles. Failure to adhere to this policy may result in formal disciplinary action.

Anyone who does not comply with the smoke/vape free law may also be liable to a fixed penalty fine and possible criminal prosecution.

## Equal Opportunities Policy

We are committed to creating a positive and inclusive working environment to maximise the potential of all staff, providing equal opportunities in all aspect of employment and avoiding any discrimination at work.

We will not tolerate discrimination (direct or indirect), harassment, bullying or victimisation of employees or any other third parties who work with us or on our behalf.

We will always strive to create an open and honest culture where the differences of others are respected and valued.

We will always be aware of the impact of our behaviour and thinking on people from the protected characteristic groups below (Equality Act 2010):

* Age
* Disability
* Gender / Sex / Gender Reassignment
* Race
* Religious belief
* Sexual orientation
* Pregnancy & maternity
* Marriage & civil partnership

## Disciplinary Policy

We require and expect good standards of discipline from you as our employee, together with good standards of work. The purpose of the disciplinary policy is to ensure that any concerns over employees’ conduct or performance are handled in a fair, consistent and timely manner, with the intention of bringing about an improvement, and to protect the proper operation of our business and the health and safety of all employees.

During your probationary period, the full disciplinary procedure will not apply. Additionally, we reserve the right not to apply the full disciplinary procedure during the first 2 years of your employment with us.

The Disciplinary Policy and Procedure do not form part of your Contract of Employment.

The following are some examples of conduct/performance that will normally be addressed through the company’s disciplinary procedure – this list is not designed to be exhaustive:

* + Poor or unsatisfactory performance;
	+ Breach of our policies and procedures;
	+ Inappropriate behaviour (e.g. Fighting, drunkenness, etc.);
	+ Bullying, harassment or victimisation;
	+ Discrimination on any of the grounds listed in our Equal Opportunities Policy, e.g. Race, sex, sexual orientation, religion, disability, age, gender reassignment, marital status or ethnic origin;
	+ Poor timekeeping or persistent lateness;
	+ Unacceptable levels of absence,
	+ Unauthorised absence;
	+ Serious or repeated failure to follow reasonable requests or instructions;
	+ Abuse, misuse or neglect of company property or facilities;
	+ Bribery offences under the Bribery Act 2010; and
	+ <Anything else?>

**We reserve the right to:**

* Monitor employees’ activities including telephone calls, email messages and internet as appropriate, whether as part of a disciplinary investigation or otherwise. You should therefore not consider such activities and methods of communication to be confidential when conducted at work.
* Search an employee’s desk, bags, pockets, vehicle or other Company property or personal possessions where such action is considered necessary in our opinion.

**Confidentiality**

Disciplinary matters will be handled with as high a degree of confidentiality as is practicable.

Confidential records of disciplinary matters will be kept in your employee file in accordance with GDPR. Copies of meeting notes will be provided to you, although we reserve the right to withhold certain information (e.g. To protect a witness).

**Investigation**

A prompt and thorough investigation will be made in to any matter that is reasonably believed to be a disciplinary matter. You will be informed of the investigation as soon as possible and when it has been concluded.

You may be asked to attend an informal investigatory meeting. If such a meeting is held prior to a disciplinary meeting, you will be advised at the outset that the meeting is an informal investigatory meeting.

The purpose of the investigation is to establish the facts by collecting documents, identifying any relevant people to interview and taking statements before memories start to fade. Any requests for anonymity and confidentiality should be taken seriously.

We reserve the right to omit the investigatory interview stage and move straight to a formal disciplinary meeting – where circumstances require.

**Informal documented discussion**

We will normally try to initially resolve any disciplinary issues informally by way of an informal documented discussion with you.

This is a two-way discussion where we will inform you of any shortcomings in your conduct or performance and at the same time provide you with the opportunity to provide an explanation.

The main purpose of the informal discussion is to find a solution to the problem that is beneficial for both us and you. Notes of the discussion will be taken and you will be asked to sign these and you will be provided with a copy for yourself.

Generally, cases of minor misconduct and/or unsatisfactory performance will be dealt with informally in the first instance.

In the event of poor performance due to a lack of skills or experience in what is required, disciplinary meetings will usually be undertaken where counselling and further training (if required via a PIP) has failed to produce a satisfactory improvement to performance.

If informal action does not provide a solution to the problem or if the disciplinary issue is too serious to be dealt with informally, then the formal disciplinary procedure will be followed.

**Suspension**

We reserve the right suspend you from work, for a reasonable period, while a suspected disciplinary offence is investigated, or if we consider that you represent a risk. You will be informed of the reason for the suspension.

Suspension is a neutral sanction and does not represent disciplinary action. During any period of suspension, you will remain on full pay as if you were in work, unless you are sick, in which case normal Sick Pay will apply.

During any period of suspension, you are required to:

* Return all company property in your possession;
* Not undertake any work;
* Remain away from all company premises;
* Not make contact with any customers or clients;
* Not discuss your suspension, any investigations, or work with any other employees;
* Remain available to attend work and/or any investigation meeting, if requested, during your normal working hours;
* Telephone <insert employee name> daily at your usual work start time <09:00> to confirm your availability for each day.

**Formal Disciplinary procedure**

If it is decided that there is a disciplinary case to answer, we will write to you, giving you reasonable notice of the disciplinary meeting and advising you of:

* This being the start of the formal disciplinary procedure
* The alleged issue, misconduct or poor performance
* Any potential consequences (e.g. Formal disciplinary warning or other sanction)
* The details as to the time and venue of the disciplinary meeting
* Your right to be accompanied to the meeting
* All relevant information, including statements and investigation documents upon which we intend to rely

You may be accompanied at the formal disciplinary meeting by a fellow work colleague, trade union representative or official employed by a trade union.

Your representative will be able to address the meeting to put or sum up your case, as well as confer with you during the meeting. They may not, however, answer questions on your behalf, address the meeting if you do not wish them to do so or prevent the company from explaining our case. Your representative can be a fellow employee, trade union representative or official employed by a trade union.

The meeting will be scheduled in order to give you reasonable time to prepare for the meeting.

Where we or you intend to call relevant witnesses they should give advance notice to the other party that they intend to do this. It may also be appropriate to provide copies of written evidence including any witness statements.

If you are unable to attend the disciplinary meeting at the agreed time/date, we will offer an alternative reasonable time and date, ideally within a week of the original proposed date. We will give reasonable notice of any rearranged meeting. If you fail to attend the rearranged meeting, taking into consideration any reasons and concluding that such failure is without good cause, we are free to proceed with the disciplinary meeting in your absence and decide upon the matter using the evidence available at the time of the meeting. In these circumstances, you will be allowed to make written submissions or send your representative in your place.

**The Disciplinary meeting**

A disciplinary meeting will normally be conducted by <Insert employee name>.

The disciplinary manager will explain the complaint against you and go through any relevant details including any supporting documents.

You will then be given the opportunity to present your response, your own evidence, answer the allegations, ask questions and call any relevant witnesses.

If we are unable to attend the original proposed meeting, such a delay will be conveyed to you at the earliest opportunity and a reasonable alternative date will be provided to you.

Where possible, a manager who did not carry out the investigation will conduct the meeting.

**Outcome of Disciplinary meeting**

As soon as possible after the disciplinary meeting adjournment, the disciplinary manager will inform you what disciplinary action, if any, will be taken. If we find there has been no misconduct or no poor performance, you will be informed of this in writing.

**Written Warning**

Formal disciplinary action will normally commence with a Written Warning.

A Written Warning will remain live on your employee file for a period of 6 months. [this can be longer if you wish, e.g. 12 months?]

We will issue you with a letter confirming that at Written Warning has been issued, setting out the complaint and stating that further misconduct or a failure to demonstrate a sustained improvement may result in further disciplinary action.

The outcome letter will include details as to the improvement required, time-scales for such improvement and any help that will be made available to help achieve this, where appropriate.

You will be advised of your right to appeal against the warning.

**Final Written Warning**

If any misconduct/issue/poor performance is sufficiently serious or there has been further misconduct or a failure to demonstrate a sustained improvement since a previous Written Warning, we may issue a Final Written Warning.

Where serious misconduct occurs we reserve the right to move straight to a Final Written Warning.

A Final Written Warning will remain live on your employee file for a period of 12 months [this can be longer if you wish, e.g. 24 months?]

We will issue you with a letter confirming that at Final Written Warning has been issued, setting out the complaint and stating that further misconduct or a failure to demonstrate a sustained improvement may lead to dismissal or some other contractual penalty e.g. Demotion.

The outcome letter will include details as to the improvement required, time-scales for such improvement and any help that will be made available to help achieve this, where appropriate.

You will be advised of your right to appeal against the warning.

**Dismissal/Other Penalty**

If there has been further issues/misconduct or a failure to demonstrate a sustained improvement since a Final Written Warning we may dismiss you or take some other action short of dismissal such as demotion.

You will be provided with a letter detailing the reasons for the dismissal/or other action, the date on which your employment will terminate (if dismissed), and your right to appeal, as soon as reasonably practicable.

Any dismissal decision should only be taken by a manager who has the authority to do so.

**Summary Dismissal**

If we establish that there has been gross misconduct you may be summarily dismissed i.e. Dismissed without notice. We will follow a fair disciplinary procedure before taking any such decision to dismiss without notice and this will be confirmed in writing (see Gross Misconduct section below).

**Gross Misconduct**

In the event that you commit an act of gross misconduct, we are entitled to summarily terminate your contract of employment without notice or pay in lieu of notice.

The following, non-exhaustive, list gives examples of offences that we will normally regard as gross misconduct:

* Theft, fraud, dishonesty or deliberate falsification of records;
* Fighting, assault or other violent behaviour;
* Deliberate damage to, or misuse of, company property;
* Deliberate use of internet and/or email to access or distribute material of a pornographic, offensive, obscene or inappropriate nature;
* Incapability at work due to the effect of alcohol or drugs;
* Possession, custody or control of illegal drugs on company premises;
* Serious breach of the company’s rules, policies and procedures;
* Serious negligence which causes loss, damage or injury;
* Conviction of a criminal offence that is relevant to your employment with us and renders you unsuitable for your work;
* Conduct likely to bring the company’s name into disrepute;
* Bullying, harassment, victimisation or discrimination;
* Accepting bribes;
* Gross negligence;
* Drunkenness or being under the influence of illegal drugs at work;
* Serious acts of insubordination.
* [*anything else?*]

**Appeal**

You have the right to appeal against any formal disciplinary action.

An appeal cannot be made against any informal action

An appeal should be made in writing within 7 calendar days of receipt of the disciplinary outcome letter.

In your letter of appeal, you must inform us as to the grounds for your appeal.

In making an appeal, you should also state if you are appealing against the finding that you committed the alleged acts of misconduct and/or against the level of disciplinary sanction imposed.

You will be invited to an appeal meeting, where we will hear your appeal without unreasonable delay and where possible your appeal will be dealt with by a manager, preferably more senior, not previously involved in the case.

We will write to you, giving you reasonable notice of the disciplinary appeal meeting and advising you of:

* The details as to the time and venue of the disciplinary appeal meeting
* Your right to be accompanied to the meeting

You may be accompanied at the disciplinary appeal meeting by a fellow work colleague, trade union representative or official employed by a trade union.

Your representative will be able to address the appeal meeting to put or sum up your case, as well as conferring with you during the meeting. They may not, however, answer questions on your behalf, address the appeal meeting if you do not wish them to do so. Your representative can be a fellow employee, trade union representative or official employed by a trade union.

If you are unable to attend the appeal disciplinary meeting at the agreed time/date, we will offer an alternative reasonable time and date, ideally within a week of the original proposed date. We will give reasonable notice of any rearranged meeting. If you fail to attend the rearranged appeal meeting, taking into consideration any reasons and concluding that such failure is without good cause, we are free to proceed with the appeal meeting in your absence and decide upon the matter using the evidence available at the time of the meeting. In these circumstances, you will be allowed to make written submissions or send your representative in your place.

The outcome of your appeal will be confirmed in writing within <7> calendar days of your appeal meeting. Decisions made at this stage will be final and there is no further right of appeal.

Special Cases

Where disciplinary action is being considered against any employee who is an accredited trade union representative of a trade union recognised by us for collective bargaining purposes, the above procedure will not be followed until we have had a chance to discuss the matter (with the prior agreement of the employee) with a senior trade union representative or permanent union official of that trade union. We shall, however, be able to suspend the employee in the case of a suspected or known incident of gross misconduct.

You are being charged or convicted with a criminal offence is not in itself a reason for disciplinary action. We will consider whether the offence or alleged offence is one that makes you unsuitable for your type of work. Therefore, we will establish the facts of the case and consider whether the facts warrant starting the disciplinary procedure.

Where a grievance is raised during the disciplinary process, the disciplinary process may be suspended, if appropriate, so that your grievance can be dealt with first.

Where a grievance is raised during the disciplinary process and it is of similar subject or connected to matters of the disciplinary case, we reserve the right to hear your grievance as your response/mitigation to the disciplinary allegations against you.

## Grievance Policy

This Grievance Policy enables us to ensure that any problems, complaints or concerns raised by any of our employees are dealt with in a fair, timely and consistent manner.

The Grievance Policy does not form part of your Contract of Employment.

You should use this policy if you have a grievance or complaint regarding any of the following:

* Your work, working conditions, pay and benefits, working hours; or
* Discrimination against you on the grounds of race, sex, sexual orientation, religion, disability, age, gender reassignment, marital status or ethnic origin; or
* Treatment by colleagues including harassment and bullying; or
* Your health and safety; or
* A breach of statutory employment rights; or
* Any other issue affecting your employment.

Any complaints in respect of disciplinary action taken by us should be dealt with as an appeal under the Disciplinary Policy.

**Informal Grievance Procedure**

You should, wherever possible, discuss any grievance or complaint you may have with your immediate line manager on an informal basis in the first instance. Your manager will discuss any concerns with you and attempt to resolve the matter informally within a reasonable timescale. Where it is not possible for you to talk to your immediate manager, or if the grievance concerns your immediate manager, you should instead talk to <Insert Employee Name>.

Where the informal procedure is used, both parties should keep a written record of what was discussed and any proposed action.

In the event that your complaint or grievance has not been resolved or cannot be settled informally, the matter should be dealt with according to the formal grievance procedure.

Formal Grievance Procedure

**Grievance Letter**

You should set out your complaint or grievance in writing clearly detailing the nature of your grievance and how you think your grievance can be resolved. You should include any supporting documentation (if appropriate). You should send your Grievance Letter to <Insert Employee Name> without unreasonable delay.

Where it is <Insert Employee Name> who is the subject of your grievance, or they have already dealt with your grievance at the informal stage, you should instead send your Grievance Letter to another manager of equal or greater seniority, wherever possible.

**Grievance Meeting**

Upon receiving your written Grievance Letter, the Grievance Hearer will arrange for a formal Grievance Meeting to be held in order to discuss your grievance. The Grievance Meeting will be held without unreasonable delay after your Grievance Letter is received.

The Grievance Meeting should not take place if the Grievance Hearer has not had a reasonable opportunity to consider the information contained within your Grievance Letter.

Before the Grievance Meeting, the Grievance Hearer should carry out any appropriate initial investigation of the facts of your grievance case. Any requests for anonymity and confidentiality should be taken seriously.

You may be accompanied at the Grievance Meeting by a fellow work colleague or a suitably certified trade union representative. Your representative may contribute to the meeting by addressing the meeting to put or sum up your case, as well as confer with you, however they may not answer questions on your behalf; address the meeting if you do not wish them to; or prevent us from discussing the case.

We reserve the right to refuse to accept your chosen representative if we feel their presence may undermine the grievance process.

You and your representative should make every effort to attend the Grievance Meeting. If you fail to attend without a reasonable explanation or you appear to be making insufficient efforts to attend the Grievance Meeting, then the Grievance Meeting may proceed in your absence.

During the Grievance Meeting you will be given an opportunity to explain your grievance to the Grievance Hearer. You should also explain how you think your grievance can be resolved.

The Grievance meeting should be adjourned for the Grievance Hearer to consider your case.

If further investigation of your case is required, the Grievance Meeting will be adjourned to a later date before a decision is take about how to deal with your grievance is made.

**Outcome Letter**

Without unreasonable delay, following your Grievance Meeting and any necessary follow-up investigation, your Grievance Hearer will set out in writing to you the outcome decision of your grievance case, and any recommended follow-up action to be taken in order to resolve your grievance (where appropriate). Your Grievance Hearer may also invite you to a grievance outcome meeting.

The Outcome Letter will inform you of your right to appeal if you are not satisfied with the decision.

Any follow-up action taken shall be monitored and reviewed, as appropriate, to ensure if effectively deals with the issue.

**Grievance Appeal**

If you feel that your grievance has not been satisfactorily resolved you have the right to appeal.

You should set out your Grievance Appeal in writing clearly outlining your grounds of appeal and reasons for your appeal, and include any supporting documentation (if appropriate).

You should send your Grievance Appeal Letter to your Grievance Hearer within 7 calendar days of receipt of your Grievance Outcome Letter.

Your Grievance Appeal will wherever possible, be heard by a manager who has not previously been involved in your case and is ideally of greater seniority, wherever possible, to the original Grievance Hearer.

The Grievance Appeal Hearer will arrange a Grievance Appeal Meeting with you to discuss your appeal within a reasonable time of receiving your Grievance Appeal Letter, and will confirm the arrangements in writing to you in advance of the Grievance Appeal Meeting.

The Grievance Appeal Meeting is not a re-hearing of your original grievance but a consideration of the specific areas of your dissatisfaction in relation to your original grievance.

You may be accompanied at the Grievance Appeal Meeting by a fellow work colleague or a suitably certified trade union representative. Your representative may contribute to the Grievance Appeal Meeting by addressing the meeting to put or sum up your appeal case, as well as confer with you, however they may not answer questions on your behalf; address the meeting if you do not wish them to; or prevent us from discussing your appeal.

The outcome of your Grievance Appeal Meeting shall be communicated to you in writing without unreasonable delay.

Decisions made at this point are final and the grievance procedure is concluded, you have no further right of appeal.

Confidentiality

Grievances will be handled with as high a degree of confidentiality as is practicable.

Confidential records of your grievance will be kept in your personnel file in accordance with appropriate GDPR.

Copies of meeting notes will be provided to you, although we reserve the right to withhold or redact certain information (e.g. To protect a witness).

Overlapping policies

Where a grievance is raised during the disciplinary process, the disciplinary process may be suspended, if appropriate, so that your grievance can be dealt with first.

Where a grievance is raised during the disciplinary process and it is of similar subject or connected to matters of the disciplinary case, we reserve the right to hear your grievance as your response/mitigation to the disciplinary allegations against you.

## Anti-Bullying and Harassment Policy

We are committed to providing a positive work environment free from any harassment, bullying, intimidation, aggression or coercion.

Harassment or bullying is, in general, unwanted conduct and can include verbal and non-verbal, physical, written or other unwanted behaviour, which violates a person’s dignity or creates an intimidating, degrading, hostile, disturbing, humiliating or offensive environment. It may be on the grounds of sex, marital status, race, disability, religion or beliefs, sexual orientation, age or gender reassignment. For the purposes of this Policy this list should be considered non-exhaustive, and any form of harassment or bullying will not be tolerated and will lead to formal disciplinary action. Bullying or harassment are considered Gross Misconduct under our disciplinary policy.

Harassment may be persistent or an isolated incident, obvious or subtle, face-to-face or indirect. It may even be through unequal or unfair application of systems or practises.

Examples of behaviour which may constitute harassment or bullying include (but are not limited to):

* Spreading malicious rumours;
* Professional or social exclusion;
* Insulting behaviour;
* Unwelcome sexual advances or physical contact;
* Unfounded threats relating to job security;
* Calculated undermining of an employee’s competence, for example through a consistently unreasonable or unfair workload, overbearing supervision or unnecessary circulation of critical memoranda;
* Physical assault;
* Verbal abuse, threats, derogatory name-calling, ridicule, insults and offensive or embarrassing jokes;
* Offensive emails, texts or visual images;
* Derogatory graffiti/insignia or display of derogatory or offensive material; and
* Inciting others to commit any of the above.

Unlawful Grounds of Harassment and Bullying

We wish to reiterate that we will not tolerate any instance of harassment or bullying regardless of the grounds.

This Policy will equally apply to work related events even if they occur away from the normal workplace. The following are expressly unlawful grounds by which a person may experience harassment or bullying:

**Gender**

Harassment or bullying on the grounds of a person’s gender, pregnancy, maternity leave etc. This can apply even where the complainant was not the employee to whom the harassment was directed;

**Marital Status**

Harassment or bullying on the grounds of a person’s marital status;

**Gender Reassignment**

Harassment or bullying on the grounds that a person intends to undergo gender reassignment, is currently undergoing gender reassignment or has already undergone gender reassignment;

**Sexual Harassment**

This is distinct from sex harassment, as it is physical, visual, verbal or non-verbal conduct that is sexual in nature;

**Race**

Harassment or bullying on the grounds of race, colour, ethnicity or nationality;

**Disability**

Bullying or harassment on the grounds of a person’s disability;

**Sexual Orientation**

Bullying or harassment on the grounds of a person’s sexual orientation, applying equally to “same sex” orientation, “opposite sex” orientation and “both sexes” orientation;

**Religion or Belief**

Harassment or bullying on the grounds of a person’s religion or beliefs;

**Age**

Harassment on the grounds of a person’s age, applying equally to all people regardless of age;

**Grievance**

Harassment or bullying as a consequence of a person raising a grievance.

Raising a Complaint

If you feel that you have been subjected to harassment or bullying by any other member of staff, you should raise the matter as soon as reasonably practicable.

You can raise a complaint informally and/or formally. You should contact <Insert Employee Name> or another manager in the absence of <Insert Employee Name> or where your complaint is against that specific manager.

**Informal Procedure**

If you feel able, you should speak up at the time that you feel harassed or bullied. It is important to be direct and for you to state explicitly that you feel you are being harassed and that the behaviour is unacceptable to you. You can also discuss the matter with another colleague or <Insert Employee Name> and ask them to speak to the harasser on your behalf.

Alternatively, if you feel unable to speak to the harasser directly, you could write a letter to them which clearly identifies the offending behaviour and requests that it stops immediately. You should sign and date any such letter and ensure that a copy is kept for any possible future formal complaint. It is also advisable that you keep an ‘incident diary’ of any offending behaviour.

Where the informal procedure has not resolved your complaint, you can raise a formal grievance.

**Formal Procedure**

If you feel that you have been subjected to harassment or bullying you may decide to deal with the issue through formal procedures, regardless of whether informal steps have been taken or not.

Where you wish to deal with any issue of harassment formally, you must do so according to the company’s Grievance Policy – found [***here***](#_Grievance_Policy).

Consequences of Breach

Harassment is a disciplinary offence and will be dealt with according to the company’s Disciplinary Policy. Bullying, harassment, victimisation or discrimination may constitute gross misconduct, punishable by summary dismissal without notice.

You should bear in mind that harassment or bullying may also constitute a criminal offence punishable by a fine and / or imprisonment.

## Data Protection

It is your responsibility if you process data to ensure that it is not given to any individual who is not authorised to see it or receive it. You will be informed of the name of the Company’s data controller who will make and promulgate decisions on what and where data is kept, how long it will be kept and how it is to be processed.

The Company retains and processes data on you for business purposes such as HR and payroll and also for legislative purposes. You will be asked to give positive consent to the Company to ensure our compliance with GDPR. This will mean you indicating in writing that you do or do not consent to our holding a processing of your data.

 If you leave the Company, you have the right under GPDR to be “forgotten” and all Company held data on you permanently deleted. If you wish to be “forgotten” you should contact the Company’s data controller who will comply with your request

## Drugs & Alcohol

<Insert Company name>’s Policy on Alcohol and Drugs is a fundamental part of the Company’s strategy to safeguard the health, safety and welfare of all its employees.

Alcohol and drug consumption/dependency affects individual health and work performance in terms of safety, efficiency, productivity and attendance. In addition, it can have a detrimental effect on colleagues and dependants. As a responsible employer, <Insert company name> recognises the need to take measures to address the issue of alcohol and drugs in the workplace. The Drugs and Alcohol Policy has been developed to protect the health and safety of workers and to comply with relevant legislation. E.g. Health and Safety at Work etc. Act 1974 and Misuse of Drugs Act 1971.

The Policy, including guidelines in relation to alcohol and drugs, and its purpose is to achieve the following:

* To have a working environment free from the effects of alcohol and drugs;
* To encourage employees who suspect or know they have an alcohol or drug-related problem to seek help voluntarily and provide assistance to these employees to overcome their problem;
* To reduce the personal suffering of employees with alcohol or drug-related problems and their dependants;
* To provide practical guidance on how to deal with alcohol or drug-related problems effectively;
* To promote a climate which will reduce the tendency to conceal or deny alcohol or drug-related problems by enhancing awareness; and to provide a supportive framework for employees who come forward with an alcohol and drugs dependency issue.

In addition to employees, other persons working for or on behalf of <Insert company name> are required to be aware of and comply with this Policy. It should be noted however that the disciplinary or support provisions contained in this Policy only apply to employees of <Insert company name>. For more information, refer to the section ‘Agency workers, Consultants and Contractors’ contained within the Policy document.

## Health & Safety Policy

It is the policy of <Insert Company Name> to ensure, as far as is reasonably practicable, the Health & Safety at Work of our employees and of others who may be affected by their undertakings, and to comply with all the relevant legislation.

**<You should insert your H&S policy here> or use this basic policy (below) or delete as applicable>**

Introduction

The Company has a responsibility to all its staff, customers and visitors to provide a healthy and safe environment. All employees must co-operate with us to work and act in a safe and common sense manner and in particular to bring attention to any matter or situation which may be a potential hazard to health and safety. This policy sets out broadly the legal responsibilities of the company and its employees in relation to health and safety issues. A copy of the company’s Health & Safety Policy statement is on display and can be consulted at any time.

<Insert Company Name>’s Responsibilities

It is our duty to ensure so far as is reasonably practicable the health, safety and welfare at work of all employees in respect of:

* The provision and maintenance of plants and systems of work to ensure that they are safe and without risk to health;
* Arrangements for ensuring that there is safety and absence of risk to health and safety in connection with the use, handling, storage and transport of articles or substances;
* Maintaining the workplace in such a condition so that it is safe and without risk to health including access to and exit points from it;
* The provision and maintenance of a working environment for employees that is without risks to health and including the provision of adequate facilities and arrangements in this connection; and
* The provision of such information, training, instruction and supervision as is necessary to ensure the health and safety at work of all employees.

<Insert Company Name> is also under a duty to ensure that any people not employed by us are not exposed to risks to their health and safety. This includes subcontractors and visitors to our premises.

The information below sets out the allocation of responsibility within the company for health and safety matters.

YourLine Manager is responsible for co-ordinating the health and safety policy and keeping the company informed of all matters relating to health and safety, which affect the company or its employees.

The Company Directors are responsible for the adoption and periodic updating of this policy statement and for ensuring that all employees in a managerial position within the company understand their responsibilities under it. The company Directors will also produce and update the system and procedures which are required as a result of this policy.

All Managers and Supervisors on a departmental basis are responsible within their individual departments for monitoring this policy and for ensuring that all employees for whom they are responsible understand the obligations upon <Insert Company Name> and upon themselves as individual employees as summarised in this policy.

Employee Responsibilities

It will only be possible for us to comply with our legal obligations if our employees understand that they are under a duty to take reasonable care for the health and safety of themselves and any of their colleagues who may be affected by their acts or omissions and that they are required to co-operate with us to enable the company to perform its obligations.

In order to provide full co-operation all employees are expected to give all possible assistance to the company and to achieve this, every employee must:

* Comply with all safety instructions and directions issued by <Insert Company Name> and take reasonable care for their own health and safety, and the health and safety of other people who may be affected by your acts or omissions;
* Co-operate in any investigation and report on all accidents or incidents that may cause or lead to injury;
* Report any potential health and safety risk (including any perceived risk of serious and imminent danger) a Director by reasonably means; and
* Report any shortcomings in the company’s arrangements for health and safety.

You are reminded that any failure to comply with any aspect of the company’s health and safety procedures, rules or duties whether or not specifically assigned to you with regard to health and safety will be regarded by the company as misconduct and may result in formal disciplinary action. Any serious breach of these provisions will amount to an act of gross misconduct for which the appropriate penalty is summary dismissal.

Please familiarise yourself with the list of basic safety rules you should follow:

* Always wear protective clothing where is it supplied to you;
* Always follow the instructions on chemical containers, never mix cleaning, or other, chemicals together;
* Never use machinery or equipment unless you have been trained in its use;
* Never use defective machinery, report any defects;
* Never leave tools or machinery lying unattended;
* Always clean up spillages and use wet floor signs;
* Gas and electrical repairs must be carried out by an appropriately qualified person only;
* Always keep floors, passageways, staircases and storerooms clear of obstructions;
* Remember to carry out all duties carefully and with due care and attention to others;
* Do not carry out any job function that you have not been trained to do;
* Ensure correct method is used when handling, lifting, and storing goods and equipment (see spate manual handling guidance);
* If you are taking any medication that may cause drowsiness you should notify your line manager before handling any equipment;
* If you have an accident (however trivial) while at work you should report it to your manager as soon as possible after the accident. This will then be recorded on the company accident form.

Health and Safety Concerns

If you have any concerns in relation to the health and safety of your working environment or any work practices, you should normally follow the steps below:

* You should make your concerns known to your manager. They will discuss your concerns and try to resolve the matter quickly. In order to do this your line manager may request, in appropriate circumstances, that you set out your concerns in writing. Any decision or action proposed by your line manager will, where appropriate, be set out in writing and given to you;
* In the event that your line manager reaches a decision which is not satisfactory to you, then you may take your concerns or complaint to a director. The director will require you to provide a copy of any written complaint which you have already provided to your line manager, and will arrange a meeting to discuss your concern fully with you. The director will fully consider the concerns brought before them and will attempt to resolve the matter. You will be advised of the director’s decision of any proposed action; and

<Insert Company Name> will make every effort to deal consistently with such disclosures in a fair, objective and discreet manner. Any employee who has concerns about the health and safety within the workplace will not be punished or victimised for their disclosures of confidential information in good faith. Any victimisation or harassment of the employee by any other employee or manager for having raised legitimate concerns will constitute an act of gross misconduct for which the appropriate penalty will be summary dismissal.

## CCTV Policy

<Insert Company Name> uses closed circuit television (CCTV) images to provide a safe and secure environment for employees and for visitors to the Company’s business premises, such as clients, customers, contractors and suppliers, and to protect the Company’s property. This policy sets out the use and management of the CCTV equipment and images in compliance with GDPR and the Information Commissioner’s Office CCTV Code of Practice.

The Company’s CCTV facility records images only. There is no audio recording and therefore conversations are not recorded on CCTV (but see the section on covert recording below).

**Purposes of CCTV**

The purposes of the Company installing and using CCTV systems include to:

* Assist in the prevention or detection of crime or equivalent malpractice
* Assist in the identification and prosecution of offenders
* Monitor the security of the company’s business premises
* Ensure that health and safety rules and company procedures are being complied with
* Assist with the identification of unauthorised actions or unsafe working practices that might result in disciplinary proceedings being instituted against employees and to help in providing relevant evidence
* Promote productivity and efficiency.

***Location of Cameras***

Cameras are located at strategic points throughout the Company’s business premises, principally at the entrance and exit points. The Company has positioned the cameras so that they only cover communal or public areas on the Company’s business premises, and they have been sited so that they provide clear images. No camera focuses, or will focus, on toilets, changing rooms, staff kitchen areas, staff break rooms or private offices. All cameras (with the exception of any that may be temporarily set up for covert recording) are also clearly visible.

Appropriate signs are prominently and clearly displayed so that employees, clients, customers and other visitors are aware they are entering an area covered by CCTV.

**Recording and retention of images**

Images produced by the CCTV equipment are as clear as possible so that they are effective for the purposes for which they are intended. Maintenance checks of the equipment are undertaken on a regular basis to ensure it is working properly and that the media is producing high quality images.

Images may be recorded either in constant real-time (24 hours a day throughout the year), or only at certain times, as the needs of the business dictate.

As the recording system records digital images, any CCTV images that are held on the hard drive of a PC or server are deleted and overwritten on a recycling basis and, in any event, are not held for more than [one month]. Once a hard drive has reached the end of its use, it will be erased prior to disposal. Images that are stored on, or transferred on to, removable media such as cds are erased or destroyed once the purpose of the recording is no longer relevant. In normal circumstances, this will be a period of [one month]. However, where a law enforcement agency is investigating a crime, images may need to be retained for a longer period.

**Access to and disclosure of images**

Access to, and disclosure of, images recorded on CCTV is restricted. This ensures that the rights of individuals are retained. Images can only be disclosed in accordance with the purposes for which they were originally collected.

The images that are filmed are recorded centrally and held in a secure location. Access to recorded images is restricted to the operators of the CCTV system and to those line managers who are authorised to view them in accordance with the purposes of the system.

Viewing of recorded images will take place in a restricted area to which other employees will not have access when viewing is occurring. If media on which images are recorded are removed for viewing purposes, this will be documented.

Disclosure of images to other third parties will only be made in accordance with the purposes for which the system is used and will be limited to:

• the police and other law enforcement agencies, where the images recorded could assist in the prevention or detection of a crime or the identification and prosecution of an offender or the identification of a victim or witness

• prosecution agencies, such as the Crown Prosecution Service

• relevant legal representatives

• line managers involved with Company disciplinary processes

• individuals whose images have been recorded and retained (unless disclosure would prejudice the prevention or detection of crime or the apprehension or prosecution of offenders).

The Managing Director (or another senior director acting in their absence) is the only person who is permitted to authorise disclosure of information to external third parties such as law enforcement agencies.

All requests for disclosure and access to images will be documented, including the date of the disclosure, to whom the images have been provided and the reasons why they are required. If disclosure is denied, the reason will be recorded.

**Individuals’ access rights**

Under GDPR, individuals have the right on request to receive a copy of the personal data that the Company holds about them, including CCTV images if they are recognisable from the image.

If you wish to access any of your CCTV images, you must make a written request to ............. *(insert name)*, the Company’s GDPR Officer. Your request must include the date and time when the images were recorded and the location of the particular CCTV camera, so that the images can be located and your identity can be established as the person in the images. **Note.** The Company will always check the identity of the employee making the request before processing it.

The GDPR Officer will first determine whether disclosure of your images will reveal third party information as you have no right to access CCTV images relating to other people. In this case, the images of third parties may need to be obscured if it would otherwise involve an unfair intrusion into their privacy.

If the Company is unable to comply with your request because access could prejudice the prevention or detection of crime or the apprehension or prosecution of offenders, you will be advised accordingly.

**Covert recording**

The Company will only undertake covert recording with the written authorisation of the Managing Director (or another senior director acting in their absence) where there is good cause to suspect that criminal activity or equivalent malpractice is taking, or is about to take, place and informing the individuals concerned that the recording is taking place would seriously prejudice its prevention or detection. Covert monitoring may include both video and audio recording.

Covert monitoring will only take place for a limited and reasonable amount of time consistent with the objective of assisting in the prevention and detection of particular suspected criminal activity or equivalent malpractice. Once the specific investigation has been completed, covert monitoring will cease.

Information obtained through covert monitoring will only be used for the prevention or detection of criminal activity or equivalent malpractice. All other information collected in the course of covert monitoring will be deleted or destroyed unless it reveals information which the Company cannot reasonably be expected to ignore.

## Social Networking

<insert Company name> recognises and accepts that its employees may keep personal web logs (blogs) on the Internet and that Internet social networking sites are a useful way of interacting socially with colleagues and friends.

While the organisation does not wish to discourage employees from accessing such sites on the Internet (whilst at work), nonetheless it expects certain standards of conduct to be observed to protect both its legitimate business interests and its employees from the dangers of inappropriate use. This policy applies both inside and, outside the workplace. It is accepted during the course of carrying out your duties within the organisation that you will be accessing clients sites during working hours.

**In the Workplace**

Employees will have access to social networking sites/the corporate social networking site during working hours in relation to carrying out their duties. Access using the organisation’s IT systems for personal use of social networking sites is restricted to lunch breaks and before and after the working day, unless specific permission is granted by the line manager. In addition, the following should be adhered to:

Employees must make it clear when posting information or comments on the corporate social networking site that any personal views which are expressed do not represent those of the organisation.

Employees must not post information on a social networking site which is confidential to the organisation, its suppliers or customers.

Employees must refrain from making reference on a social networking site to the organisation, its employees, its customers and its suppliers.

Employees must not post entries on the corporate social networking site/a social networking site which are derogatory, defamatory, discriminatory or offensive in any way, or which could bring the organisation into disrepute.

Employees should be aware that blogs may create documents which the courts can order to be disclosed for use in litigation. Consequently, employees will be assumed to have written any contentious items unless they can prove definitively that they have not done so.

The organisation will monitor its IT systems as is deemed necessary in order to prevent inappropriate usage. Hard copies of blog entries will be used in any disciplinary proceedings.

**Outside the workplace**

Employees must not make reference to the organisation, its customers or its employees on social networking sites.

Employees must not make discriminatory, offensive defamatory or inappropriate comments about the organisation, work colleagues, its’ customers or suppliers on social networking sites and any reference will not be tolerated.

Employees must not divulge confidential information about, or belonging to, the organisation, its customers or suppliers on social networking sites.

The above principles apply equally to information or comments posted by employees from their home (or other personal) computers and irrespective of whether the posts are done during working hours or in the employee’s own personal time.

## Mobile phones

Whilst the Company will tolerate the use of employees’ own mobile phones during designated breaks, mobile phone use during normal working hours is prohibited.

Where appropriate mobile phone should be left in the employees cars however if you are unable to do so, lockers will be provided where you can store your phone during normal working hours. Your mobile phone should be set to a silent ring or vibrate during normal working hours.

Employees should advise relatives of the Company’s telephone number <insert number> to contact in case of an emergency during working hours.

## Vehicle Tracking and Monitoring Policy

The Company also reserves the right to install monitoring devices such as satellite tracking and in-vehicle camera systems in all company vehicles to track the movement of the vehicle and record images of its use for business purposes. Such devices may record or transmit images or information such as the location of the car, the distance it has covered, its speed, related information about the user’s driving habits, the persons present in the vehicle, accidents or incidents, etc. The employee will be advised if a monitoring device has been installed, or will be installed, in their company vehicle and will also be advised of the nature of the monitoring that will take place. This CCTV policy applies, as appropriate, to any in-vehicle camera system.

As company vehicles may also be used for private purposes, the Company does not wish to monitor the car when used privately. Therefore, where a monitoring device such as satellite tracking or an in-vehicle camera system has been installed, a “privacy button” or similar arrangement will be provided to enable the monitoring to be disabled or deactivated by the employee during private use. Monitoring must not, however, be disabled at any time during business use.

The purposes of vehicle tracking and monitoring are to:

* Assist in the prevention or detection of crime or equivalent malpractice
* Assist in the identification and prosecution of offenders
* Protect the health, safety and welfare of drivers, particularly those who are either lone drivers or are carrying customers or clients as passengers or are carrying valuable cargo
* Ensure drivers are not in breach of the working time regulations 1998
* Help prevent accidents by monitoring driver speed and habits
* Provide evidence for insurers in the event of accidents
* Maximise driver performance and productivity and improve customer service
* Improve fuel economy by monitoring and managing company vehicles more effectively.

In some cases, the Company may be under a legal obligation to monitor the use of vehicles, even if used privately, for example by fitting a tachograph as a permanent fixture in a lorry. In these cases, the Company’s legal obligation will always take precedence and the monitoring cannot be turned off.

The Company may use the information obtained from vehicle tracking and monitoring as evidence in any subsequent disciplinary action where the data shows there has been a breach by the employee of Company rules and procedures.]

**Staff training**

The Company will ensure that all employees handling CCTV images or recordings are trained in the operation and administration of the CCTV system and on the impact of GDPRwith regard to that system.

## Redundancy Policy

In circumstances where it is envisaged by <Insert Company Name> that there will need to be a reduction in the number of employees, a full and proper redundancy consultation and procedure will be carried out in accordance with current legislation and practice. The Company Redundancy policy is informed by the ACAS Guidance on Redundancy

The Company will always consider alternative options to redundancy wherever feasible. These may include:

* Restricting recruitment
* Restricting the use of temporary or casual employees
* Reducing over time
* Implementation of temporary lay-off or short time working
* Considering applications for voluntary redundancy.

Should the Company decide to begin redundancy measures, a fair and transparent selection process will be carried out based on identifiable criteria which may include but may not be restricted to:

* Skills and qualifications
* Conduct and work performance (including disciplinary action)
* Flexibility and adaptability
* Attitude to work
* Specialist skills

For details on how redundancy pay is calculated refer to www.acas.org.uk/redundancy