



# UKLC

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## Employee Handbook

### 2026

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This Employee Handbook sets out the main policies and procedures that you will need to be aware of while working for us. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to your manager.

This handbook does not form part of your contract of employment and may be changed from time to time.

## **Diversity, equity and inclusion policy**

### **1. Our commitments**

1.1 We are committed to promoting equal opportunities in employment and creating a workplace culture in which diversity and inclusion is valued and everyone is treated with dignity and respect. As part of our zero-tolerance approach to discrimination in any form, you and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (Protected Characteristics). We are also committed to providing equitable treatment to all those we deal with as an organisation, including customers and suppliers.

### **2. About this policy**

2.1 This policy sets out our approach to diversity, equity and inclusion. Our aim is to encourage and support diversity, equity and inclusion and actively promote a culture that values difference and eliminates discrimination in our workplace. It applies to all aspects of employment with us, including recruitment, pay, benefits and conditions, flexible working and leave, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.

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

### **3. Discrimination**

3.1 You must not unlawfully discriminate against or harass other people, including current and former staff, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform, if you are provided with one), and on work-related trips or events including social events.

3.2 The following forms of discrimination are prohibited under this policy and are unlawful:

- (a) Direct discrimination: treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because they might be gay.
- (b) Indirect discrimination: a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others and is not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified.
- (c) Harassment: this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.
- (d) Victimisation: retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment. This includes where someone mistakenly believes that the person victimised has done so.
- (e) Disability discrimination: this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

#### **4. Recruitment and selection**

- 4.1 Recruitment, promotion, and other selection exercises such as redundancy selection will be conducted on the basis of merit, against objective criteria that avoid discrimination. When recruiting or promoting, we will aim to take steps to improve the diversity of our workforce and provide equality of opportunity. Our recruitment procedures will be reviewed regularly to ensure that individuals are objectively assessed on the basis of their relevant merits and abilities.
- 4.2 Vacancies should generally be advertised to a diverse section of the labour market. Advertisements should avoid stereotyping or using wording that may discourage particular groups from applying.
- 4.3 Job applicants should not be asked questions which might suggest an intention to discriminate on grounds of a Protected Characteristic. For example, applicants should not be asked whether they are pregnant or planning to have children.
- 4.4 Job applicants should not be asked about health or disability before a job offer is made, except in the very limited circumstances allowed by law: for example, to check that the applicant could perform an intrinsic part of the job (taking account of any reasonable adjustments), or to see if any adjustments might be needed at interview because of a disability. Where necessary, job offers can be made conditional on a satisfactory medical check. Health or disability questions

may be included in equal opportunities monitoring forms, which must not be used for selection or decision-making purposes.

- 4.5 We are required by law to ensure that all employees are entitled to work in the UK. Assumptions about immigration status should not be made based on appearance or apparent nationality. All prospective employees, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation. The list of acceptable documents is available from your manager or UK Visas and Immigration.

## **5. Disabilities**

- 5.1 If you are disabled or become disabled, we encourage you to tell us about your condition so that we can consider what reasonable adjustments or support may be appropriate.

## **6. Part-time and fixed-term work**

- 1.1 Part-time and fixed-term staff should be treated the same as comparable full-time or permanent staff and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate), unless different treatment is justified.

## **7. Breaches of this policy**

- 7.1 We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of discrimination and victimisation may amount to gross misconduct resulting in dismissal.
- 7.2 If you believe that you have suffered harassment, bullying or discrimination, or witnessed it happening to someone else in the workplace, you can raise the matter using our grievance procedure and through our Anti-harassment and Bullying Policy as appropriate. Complaints will be treated in confidence and investigated as appropriate.
- 7.3 There must be no victimisation or retaliation against staff who complain about or report discrimination. If you believe you have been victimised for making a complaint or report of discrimination or have witnessed it happening to someone else in the workplace, you should raise this through our grievance procedure.
- 7.4 We encourage the reporting of all types of potential discrimination, as this assists us in ensuring that diversity, equity and inclusion principles are adhered to in the workplace. However, making a false allegation in bad faith, or that you know to be untrue, will be treated as misconduct and dealt with under our disciplinary procedure.

## **Anti-harassment and bullying policy**

### **1. About this policy**

- 1.1 We are committed to providing a working environment free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect.
- 1.2 This policy covers harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions. It covers bullying and harassment by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.
- 1.3 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

### **2. What is harassment?**

- 2.1 Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.
- 2.2 It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.
- 2.3 Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.
- 2.4 Harassment may include, for example:
- (a) unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing.
  - (b) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless).
  - (c) offensive e-mails, text messages or social media content.
  - (d) mocking, mimicking or belittling a person's disability.
- 2.5 A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

### **3. What is bullying?**

- 3.1 Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority but can include both personal strength and the power to coerce through fear or intimidation.
- 3.2 Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:
- (a) physical or psychological threats.
  - (b) overbearing and intimidating levels of supervision.
  - (c) inappropriate derogatory remarks about someone's performance.
- 3.3 Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

### **4. If you are being harassed or bullied**

- 4.1 If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your manager and/or a director, who can provide confidential advice and assistance in resolving the issue formally or informally.
- 4.2 If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.
- 4.3 We will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.
- 4.4 Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by an employee the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

**5. Protection and support for those involved**

5.1 Staff who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

**6. Record-keeping**

6.1 Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process.

## Sexual harassment policy

### 1 Policy statement

- 1.1 We are committed to providing a working environment free from sexual harassment and ensuring all employees are treated, and treat others, with dignity and respect. We recognise that sexual harassment can occur both in and outside the workplace, such as on business trips, or at work-related events or social functions, or on social media.
- 1.2 Sexual harassment or victimisation of any member employee, or anyone they come into contact with during the course of their work, is unlawful and will not be tolerated. We will take active steps to help prevent the sexual harassment and victimisation of all employees. Anyone who is a victim of, or witness to, sexual harassment is encouraged to report it in accordance with this policy. This will enable us to take appropriate action and provide support. Sexual harassment can result in legal liability for both the business and the perpetrator, whether they work for us or are a third party outside of our control. Sexual harassment may result in disciplinary action up to and including dismissal.

### 2 About this policy

- 2.1 The purpose of this policy is to set out a framework for line managers to deal with any sexual harassment that occurs by employees (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.
- 2.2 This policy does not form part of any contract of employment or contract to provide services, and we may amend it at any time.

### 3 What is sexual harassment?

- 3.1 Sexual harassment is any unwanted physical, verbal or non-verbal conduct of a sexual nature that has the purpose or effect of violating a person's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to sexual harassment.
- 3.2 It also includes treating someone less favourably because they have submitted or refused to submit to unwanted conduct of a sexual nature, or that is related to gender reassignment or sex, in the past.
- 3.3 Sexual harassment may include, for example:
- (a) unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing.
  - (b) continued suggestions for sexual activity after it has been made clear that such suggestions are unwelcome.

- (c) sending or displaying material that is pornographic or that some people may find offensive (including emails, text messages, video clips and images sent by mobile phone or posted on the internet).
  - (d) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless); or
  - (e) offensive emails, text messages or social media content.
- 3.4 A person may be sexually harassed even if they were not the intended target. For example, a person may be sexually harassed by pornographic images displayed on a colleague's computer in the workplace.
- 3.5 Victimisation includes subjecting a person to a detriment because they have done, or are suspected of doing or intending to do, any of the following protected acts:
- (a) Bringing proceedings under the Equality Act 2010.
  - (b) Giving evidence or information in connection with proceedings under the Equality Act 2010.
  - (c) Doing any other thing for the purposes of or in connection with the Equality Act 2010.
  - (d) Alleging that a person has contravened the Equality Act 2010.
- 3.6 Victimisation may include, for example:
- (a) Denying someone an opportunity because it is suspected that they intend to make a complaint about sexual harassment.
  - (b) Excluding someone because they have raised a grievance about sexual harassment.
  - (c) Failing to promote someone because they accompanied another employee member to a grievance meeting.
  - (d) Dismissing someone because they gave evidence on behalf of another employee member at an employment tribunal hearing.
- 3.7 Sexual harassment and victimisation are unlawful and will not be tolerated. They may lead to disciplinary action up to and including dismissal if they are committed:
- (a) In a work situation.
  - (b) During any situation related to work, such as at a social event with colleagues.
  - (c) Against a colleague or other person connected to us outside of a work situation, including on social media.
  - (d) Against anyone outside of a work situation where the incident is relevant to your suitability to carry out your role.

- 3.8 We will take into account any aggravating factors, such as abuse of power over a more junior colleague, when deciding the appropriate disciplinary action to take.
- 3.9 If any sexual harassment or victimisation of employees occurs, we will take steps to remedy any complaints and to prevent it happening again. These may include updating relevant policies, providing further employee training and taking disciplinary action against the perpetrator.
- 3.10 Third-party harassment occurs where a person is harassed or sexually harassed by someone who does not work for, and who is not an agent of, the same employer, but with whom they have come into contact during the course of their employment. Third-party harassment could include, for example, unwelcome sexual advances from a client, customer or supplier visiting the employer's premises, or where a person is visiting a client, customer or supplier's premises or other location in the course of their employment.
- 3.11 Third-party sexual harassment can result in legal liability and will not be tolerated. All employees are encouraged to report any third-party harassment they are a victim of, or witness, in accordance with this policy.
- 3.12 Any sexual harassment by an employee against a third party may lead to disciplinary action up to and including dismissal.
- 3.13 We will take active steps to try to prevent third-party sexual harassment of employees.
- 3.14 If any third-party harassment of an employee occurs, we will take steps to remedy any complaints and to prevent it happening again.

#### **4 If you are being sexually harassed: informal steps**

- 4.1 If you are being sexually harassed, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult, you should speak to your line manager or the HR Department, who can provide confidential advice and assistance in resolving the issue formally or informally. If you feel unable to speak to your line manager because the complaint concerns them, you should speak informally to the HR Department. If this does not resolve the issue, you should follow the formal procedure below.
- 4.2 If you are not certain whether an incident or series of incidents amounts to sexual harassment, you should initially contact your line manager or the HR Department informally for confidential advice.
- 4.3 If informal steps are not appropriate, or have been unsuccessful, you should refer to our Grievance Procedure.

## **5 Raising a formal complaint**

- 5.1 If you wish to make a formal complaint about sexual harassment, you should refer to our Grievance Procedure.
- 5.2 Your written complaint should set out full details of the conduct in question, including the name of the harasser, the nature of the sexual harassment, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.
- 5.3 If you wish to make a formal complaint about victimisation, you should refer to our Grievance Procedure.
- 5.4 Your written complaint should set out full details of the conduct in question, including the name of the person or persons you believe have victimised you, the reason you believe you have been victimised, the nature of the victimisation, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.
- 5.5 As a general principle, the decision whether to progress a complaint is up to you. However, we have a duty to protect all employees and may pursue the matter independently if, in all the circumstances, we consider it appropriate to do so.

## **6 If you witness sexual harassment or victimisation**

- 6.1 Employees who witness sexual harassment or victimisation are encouraged to take appropriate steps to address it. Depending on the circumstances, this could include:
- (a) Intervening where you feel able to do so.
  - (b) Supporting the victim to report it or reporting it on their behalf.
  - (c) Reporting the incident where you feel there may be a continuing risk if you do not report it.
  - (d) Co-operating in any investigation into the incident.
- 6.2 All witnesses will be provided with appropriate support and will be protected from victimisation.

## **7 Formal investigations**

- 7.1 We will investigate complaints in accordance with our grievance procedure and do so in a timely, respectful and confidential manner. Individuals not involved in the complaint, or the investigation should not be told about it.

- 7.2 We will arrange a meeting with you, so that you can give your account of events. You have the right to be accompanied by a colleague or a trade union representative of your choice, who must respect the confidentiality of the investigation.
- 7.3 Where your complaint is about an employee, we may consider suspending them on full pay or making other temporary changes to working arrangements pending the outcome of the investigation, if circumstances require. The investigator will also meet with the alleged harasser to hear their account of events. They have a right to be told the details of the allegations against them, so that they can respond.
- 7.4 Where your complaint is about someone other than an employee, such as a customer, supplier or visitor, we will consider what action may be appropriate to protect you and anyone involved pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, we will attempt to discuss the matter with the third party.
- 7.5 We will also consider any request that you make for changes to your own working arrangements during the investigation. For example, you may ask for changes to your duties or working hours to avoid or minimise contact with the alleged harasser.
- 7.6 It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance of confidentiality will be emphasised to them.
- 7.7 We will conclude the process in accordance with our Grievance Procedure.

## **8 Action following the investigation**

- 8.1 If we consider that there is a case to answer and the harasser is an employee, the matter will be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Procedure. Our investigation into your complaint may be put on hold pending the outcome of the Disciplinary Procedure.
- 8.2 Where sexual harassment occurred, prompt action will be taken to address it. If the harasser is a third party, such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem.
- 8.3 Whether or not your complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the person concerned. It may be appropriate to arrange some form of mediation or counselling, or to change the duties, working location or reporting lines of one or both parties.
- 8.4 Any employee who deliberately provides false information in bad faith, or who otherwise acts in bad faith as part of an investigation, may be subject to action under our Disciplinary

Procedure. However, you will not be disciplined or treated detrimentally because your complaint has not been upheld.

## **9 Appeals**

- 9.1 If you are not satisfied with the outcome you may appeal in writing in accordance with the Grievance Procedure.

## **10 Protection and support for those involved**

- 10.1 Employees who make complaints, report that they have witnessed wrongdoing, or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.
- 10.2 If you believe you have suffered any such treatment you should inform your manager. If the matter is not remedied, you should raise it formally using our Grievance Procedure.
- 10.3 We will monitor the treatment and outcomes of any complaints of sexual harassment or victimisation we receive to ensure that they are properly investigated and resolved, those who report or act as witnesses are not victimised, repeat offenders are dealt with appropriately, cultural clashes are identified and resolved, and workforce training is targeted where needed.
- 10.4 Support and guidance can also be obtained from your manager and the following external services:
- (a) The Equality Advisory and Support Service ([www.equalityadvisoryservice.com](http://www.equalityadvisoryservice.com)).
  - (b) Protect ([www.protect-advice.org.uk](http://www.protect-advice.org.uk)).
  - (c) Victim support ([www.victimsupport.org.uk](http://www.victimsupport.org.uk)).
  - (d) Rape crisis ([www.rapecrisis.org.uk](http://www.rapecrisis.org.uk)).
  - (e) Rights of women (England and Wales) ([www.rightsofwomen.org.uk](http://www.rightsofwomen.org.uk)).

## **11 Reporting outcomes, confidentiality and record-keeping**

- 11.1 Confidentiality is an important part of the procedures provided under this policy. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. Breach of confidentiality may give rise to disciplinary action under our Disciplinary Procedure.
- 11.2 When appropriate and possible, where a complaint is upheld, we will advise the complainant of the action that has been taken to address their specific complaint and any measures put in place to prevent a similar event happening again.

- 11.3 Information about a complaint by or about a staff member may be placed on their personnel file, along with a record of the outcome and of any notes or other documents compiled during the process.

## Stress and mental wellbeing at work policy

### 1 About this policy

- 1.1 We are committed to protecting the health, safety and wellbeing of our team. We recognise the importance of identifying and tackling the causes of work-related stress. We also recognise that personal stress, while unrelated to the workplace, can adversely affect wellbeing at work. We want to support the mental wellbeing of all our team and will provide appropriate support for those who are suffering from stress or mental ill health, on a confidential basis where appropriate, regardless of its source.
- 1.2 This policy does not form part of any employee's contract of employment, and we may amend it at any time.
- 1.3 We will:
- (a) Promote a culture of open communication. We want everyone to feel confident that any concerns they raise about their work or working environment will be addressed. We will provide both formal and informal means for them to raise concerns.
  - (b) Take account of stress and mental wellbeing when planning and allocating workloads.
  - (c) Monitor working hours and overtime to ensure that employees are not overworking and monitor holidays to ensure that people are using their entitlement.
  - (d) Ensure risk assessments include or specifically address work-related stress.
  - (e) Facilitate requests for flexible working where reasonably practicable in accordance with our Flexible Working Policy.
  - (f) Ensure that in any workplace reorganisation our change management processes are designed to minimise uncertainty and stress.
  - (g) We will ensure that colleagues are supported, trained and well equipped to carry out their role to a high standard, we will recognise achievements and provide development opportunities.
  - (h) Implement policies and procedures to address factors that can cause stress at work, or add to personal stress, in particular so that we can:
    - (i) provide a workplace free from harassment, bullying and victimisation; and
    - (ii) address inappropriate behaviour through disciplinary action.
  - (i) Help everyone understand and recognise the causes of work-related stress and mental ill health, the impact of stress from factors in everyday life and the steps they can take to protect and enhance their own mental wellbeing and that of their colleagues.
  - (j) Provide support services such as occupational health for anyone affected by or absent by reason of stress or mental health conditions.

- 1.4 This policy covers all employees, officers, consultants, casual workers and agency workers.
- 1.5 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

## **2 Legal obligations**

- 2.1 We have a legal duty to take reasonable care to ensure that your health is not put at risk by excessive pressures or demands arising from the way work is organised.
- 2.2 This policy takes account of our obligations under the Health and Safety at Work etc Act 1974, Management of Health and Safety at Work Regulations 1999, Employment Rights Act 1996, Protection from Harassment Act 1997, Working Time Regulations 1998 and Equality Act 2010.
- 2.3 All managers have a responsibility to recognise potential issues of work-related stress or mental ill health in the team they manage.
- 2.4 All team members should ensure that they are familiar with this policy and act in accordance with its aims and objectives. They should plan and organise their work to meet personal and organisational objectives and co-operate with support, advice and guidance that may be offered by managers. Anyone who experiences or is aware of a situation that may result in work-related stress or undermine mental wellbeing at work should speak to a manager.

## **3 Understanding stress and mental health**

- 3.1 Stress is the adverse reaction people have to excessive pressures or demands placed on them. Stress is not an illness but, sustained over a period of time, it can lead to mental and/or physical illness.
- 3.2 Mental health is a term to describe our emotional, psychological and social wellbeing; it affects how we think, feel and act and how we cope with the normal pressures of everyday life. Positive mental health is rarely an absolute state since factors inside and outside work affect mental health, meaning that we move on a spectrum that ranges from being in good to poor mental health.
- 3.3 There is an important distinction between working under pressure and experiencing stress. Certain levels of pressure are acceptable and normal in every job. They can improve performance, enable individuals to meet their full potential and provide a sense of achievement and job satisfaction. However, when pressure becomes excessive it produces stress and undermines mental health.

3.4 Pressures outside the workplace, whether the result of unexpected or traumatic events such as accidents, illness, bereavement, family breakdown or financial worries, can result in stress and poor mental health. They can also compound normal workplace pressures.

3.5 We recognise that individuals react to similar situations in different ways and that what triggers stress and poor mental health varies from person to person.

#### **4 Supporting mental wellbeing at work**

4.1 We understand an individual's mental illness can impact their ability to work and no individual suffers from a mental illness in the same way. Therefore, the support and any agreed reasonable adjustments provided by the Company will be determined by the employee, their direct manager and a medical professional (if appropriate) as part of a collaborative process. We want to ensure that our workplace supports good mental health for everyone. However, we recognise that there may be occasions when events at work or outside work result in people feeling that their mental health is suffering. Anyone who feels that they are suffering from work-related stress should follow the steps set out in paragraph 5 in addition to making use of the support services referred to in this policy which all staff are encouraged to access if they ever feel they need support or assistance.

4.2 All managers should provide support to their teams. In particular, they need to:

- (a) Promote a culture of open communication.
- (b) Ensure that their management style does not have a detrimental impact on an individual's mental health.
- (c) Effectively plan and provide feedback on performance.
- (d) Ensure that everyone receives the necessary training.
- (e) Monitor workloads and reallocate work where necessary.
- (f) Ensure that everyone understands the standards of behaviour expected of them and others, and act on behaviour that falls below those standards.

4.3 We have the following services in place to assist those who may be suffering from stress or poor mental health:

- (a) Refer colleagues who experience stress or mental health conditions to Occupational Health. They can:
  - (i) provide specialist advice on work-related stress and mental wellbeing.
  - (ii) support individuals who have been off sick and advise on return-to-work plans, including phased returns and adjustments to support a return to work; and

- 4.4 Help and information can also be obtained from Mind, the mental health charity, [www.mind.org.uk](http://www.mind.org.uk) or the Samaritans, [www.samaritans.org](http://www.samaritans.org).
- 4.5 If any member of the team is considered by their manager or colleagues to be at serious risk of self-harm, or of harming others, action must be taken straight away. The matter should be referred to a Senior Manager who will seek medical advice from Occupational Health if that is reasonably practicable. Every effort will be made to contact any person nominated by the member of staff as an emergency contact. Where necessary the emergency services will be called. The wellbeing of the member of the team and those around them will at all times be our first concern.

## **5 Addressing work-related stress**

- 5.1 If you believe you are suffering from work-related stress you should discuss this with your manager in the first instance. If you feel unable to do so you should contact a director or any other manager that you feel comfortable talking too.
- 5.2 Once an issue affecting your health comes to the attention of your manager, we will discuss with you what steps can be taken to address that issue. Those steps may include any of the following:
- (a) A review of your current job role, responsibilities, workload and working hours. Adjustments may be agreed to these, on a temporary basis and subject to further review, where appropriate.
  - (b) Where it appears that stress has been caused by bullying or harassment, investigation under our Disciplinary and/or Grievance Procedures.
  - (c) Referral for medical advice, treatment and/or a medical report to be provided by the Occupational Health provider or any specialist or GP who has been treating you.
  - (d) If you are on sickness absence, discussion of an appropriate return to work programme. Our Sickness Absence Policy may be applied.
- 5.3 The Occupational Health provider will continue to be used appropriately to help staff overcome problems associated with work-related stress as well as other stress and the impact that has on their ability to do their duties.

## **6 Absence due to stress or mental ill health**

- 6.1 If you are absent due to work-related stress or mental ill health, you should follow the sickness absence reporting procedure contained in our Sickness Absence Policy.
- 6.2 In cases of prolonged or repeated absence it may be necessary to apply the procedure set out in our Sickness Absence Policy and Capability Procedure.

## **7 Confidentiality**

- 7.1 Information about stress, mental health and mental wellbeing is highly sensitive. Every member of the team is responsible for observing the high level of confidentiality that is required when dealing with information about stress or mental health whether they are supporting a colleague or because they are otherwise involved in the operation of a workplace policy or procedure.
- 7.2 Breach of confidentiality may give rise to disciplinary action.
- 7.3 However, there are occasions when information about stress or mental wellbeing needs to be shared with third parties. For example:
- (a) Where steps need to be taken to address work-related stress such as reallocating work within a team.
  - (b) Where medical advice is required on how to support a member of the team, address issues raised by work-related stress or address issues raised by mental ill health.
  - (c) Where allegations of harassment, bullying or other misconduct require a disciplinary investigation or proceedings to take place.
  - (d) Where a member of the team presents an immediate danger to themselves or others.

In these circumstances, wherever possible, matters will be discussed with the member of staff concerned before any action is taken.

## **8 Protection for those reporting stress or assisting with an investigation**

- 8.1 Employees who report that they are suffering from work-related stress or mental ill health, who support a colleague in making such a report or who participate in any investigation connected with this policy in good faith will be protected from any form of intimidation or victimisation.
- 8.2 If you feel you have been subjected to any such intimidation or victimisation, you should seek support from your manager. You may also raise a complaint in accordance with our Grievance Procedure.
- 8.3 If, after investigation, you are found to have provided false information in bad faith, you will be subject to action under our Disciplinary Procedure.

## Anti-corruption and bribery policy

### 1. About this policy

- 1.1 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.
- 1.2 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.
- 1.3 This policy does not form part of any employee's contract of employment, and we may amend it at any time. It will be reviewed regularly.

### 2. What is bribery

- 2.1 **Bribe** means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.
- 2.2 **Bribery** includes offering, promising, giving, accepting or seeking a bribe.
- 2.3 All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, raise it with your manager.
- 2.4 Specifically, you must not:
- (a) give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received.
  - (b) accept any offer from a third party that you know, or suspect is made with the expectation that we will provide a business advantage for them or anyone else.
  - (c) give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure.
- 2.5 You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

### 3. Gifts and hospitality

- 3.1 This policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services.

- 3.2 A gift or hospitality will not be appropriate if it is unduly lavish or extravagant or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process).
- 3.3 Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers) or be given in secret. Gifts must be given in our name, not your name.
- 3.4 Promotional gifts of low value such as branded stationery may be given to or accepted from existing customers, suppliers and business partners.
- 4. Record keeping**
- 4.1 You must declare and keep a written record of all hospitality or gifts given or received over the value of £50. You must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.
- 4.2 All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.
- 5. How to raise a concern**
6. If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify your manager or report it in accordance with our Whistleblowing Policy as soon as possible.

## Whistleblowing policy

### 1. About this policy

- 1.1 We are committed to conducting our business with honesty and integrity and we expect all staff to maintain high standards. Any suspected wrongdoing should be reported as soon as possible.
- 1.2 This policy covers all employees, officers, consultants, contractors, casual workers and agency workers.
- 1.3 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

## **2. What is whistleblowing?**

- 2.1 Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, facilitation of tax evasion, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations. It also includes raising concerns if you think that a child or vulnerable adult may be at risk of harm, or any have been harmed in any way. We have a zero-tolerance policy for any potentially harmful behaviour. Should you have any concerns you should raise these immediately to your manager.

## **3. How to raise a concern**

- 3.1 We hope that in many cases you will be able to raise any concerns with your manager. However, where you prefer not to raise it with your manager for any reason, you should contact the Managing Director.
- 3.2 We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

## **4. Confidentiality**

- 4.1 We hope that everyone will feel able to voice whistleblowing concerns openly under this policy. Completely anonymous disclosures are difficult to investigate. If you want to raise your concern confidentially, we will make every effort to keep your identity secret and only reveal it where necessary to those involved in investigating your concern.

## **5. External disclosures**

- 5.1 The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.
- 5.2 The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external. Protect operates a confidential helpline. Their contact details are at the end of this policy.

## **6. Protection and support for whistleblowers**

- 6.1 We aim to encourage openness and will support whistleblowers who raise genuine concerns, even if they turn out to be mistaken.

- 6.2 Whistleblowers must not suffer any detrimental treatment as a result of raising a genuine concern. If you believe that you have suffered any such treatment, you should inform your manager immediately.
- 6.3 You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct, you may be subject to disciplinary action.
- 6.4 However, if we conclude that a whistleblower has made false allegations maliciously, the whistleblower may be subject to disciplinary action for gross misconduct.
- 6.5 If you have any concerns that you need to raise, please speak to a manager.

## **IT and communications systems policy**

### **1. About this policy**

- 1.1 Our IT and communications systems are intended to promote effective communication and working practices. This policy outlines the standards you must observe when using these systems, when we will monitor their use, and the action we will take if you breach these standards.
- 1.2 This policy covers all IT systems that we operate, including Whatsapp/ group messages.
- 1.3 Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Equipment security and passwords**

- 2.1 You are responsible for the security of the equipment allocated to or used by you, and you must not allow it to be used by anyone other than in accordance with this policy. You should use passwords on all IT equipment, particularly items that you take out of the office. You should keep your passwords confidential and change them regularly.
- 2.2 You must only log on to our systems using your own username and password. You must not use another person's username and password or allow anyone else to log on using your username and password.
- 2.3 If you are away from your desk you should log out or lock your computer. You must log out and shut down your computer at the end of each working day.

### **3. Systems and data security**

- 3.1 You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).
- 3.2 You must not download, link to, install, integrate, make use of or otherwise use software from external sources (including any 'open-source software') without authorisation from your manager. Downloading unauthorised software may interfere with our systems, conflict with licensing, and may introduce viruses or other malware.
- 3.3 You must not attach any device or equipment including mobile phones, tablet computers or USB storage devices to our systems without authorisation from your manager.

3.4 We monitor all e-mails passing through our system for viruses. You should exercise particular caution when opening unsolicited e-mails from unknown sources. If an e-mail looks suspicious do not reply to it, open any attachments or click any links in it.

3.5 Inform your manager immediately if you suspect your computer may have a virus.

#### **4. E-mail and messaging systems**

4.1 Adopt a professional tone and observe appropriate etiquette when communicating with third parties by e-mail or other messaging systems. You should also include our standard e-mail signature and disclaimer if there is not already one automated.

4.2 Remember that e-mails and other messaging systems can be used in legal proceedings and that even deleted e-mails or messages may remain on the system and be capable of being retrieved.

4.3 You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate e-mails or messages.

4.4 You should not:

- (a) send or forward private e-mails or messages at work which you would not want a third party to read;
- (b) send or forward chain mail, junk mail, cartoons, jokes or gossip;
- (c) contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails or messages to others who do not have a real need to receive them; or
- (d) send messages from another person's e-mail address (unless authorised) / messaging system or under an assumed name.

4.5 Do not use your own personal e-mail account to send or receive e-mail for the purposes of our business. Only use the e-mail or messaging account we have provided for you.

#### **5. Using the internet**

5.1 Internet access is provided solely for business purposes. Occasional personal use may be permitted as set out in paragraph 6.

5.2 You should not access any web page or download any image or other file from the internet which could be regarded as illegal, offensive, in bad taste or immoral. Even web content that is legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.

- 5.3 We may block or restrict access to some websites at our discretion.
- 5.4 You should never access the following from our network or using a device you have been issued with by us: online radio, audio and video streaming (including streaming of, or downloading of, television radio or films), instant messaging, social networking sites (including, but not limited to, Facebook, Twitter, YouTube, Google+, Instagram, SnapChat, Pinterest, Tumblr, Second Life).

## **6. Personal use of our systems**

- 6.1 We permit the incidental use of our systems to send personal e-mail, browse the internet and make personal telephone calls subject to certain conditions. Personal use is a privilege and not a right. It must not be overused or abused. We may withdraw permission for it at any time or restrict access at our discretion.
- 6.2 Personal use must meet the following conditions:
- (a) it must be minimal and take place exclusively outside of normal working hours (that is, during your lunch break, and before or after work);
  - (b) personal e-mails should be labelled "personal" in the subject header;
  - (c) it must not affect your work or interfere with the business;
  - (d) it must not commit us to any marginal costs; and
  - (e) it must comply with our policies including the Diversity, Equality and Inclusion Policy, Anti-harassment and Bullying Policy, Data Protection Policy and Disciplinary Procedure.

## **7. Monitoring**

- 7.1 Our systems enable us to monitor messages, telephone calls, e-mail, Teams, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, your use of our systems including the telephone and computer systems (including any personal use) may be continually monitored by automated software or otherwise.
- 7.2 We reserve the right to retrieve the contents of messages, telephone calls, e-mail, Teams, voicemail, other communications or check internet usage (including pages visited and searches made) as reasonably necessary in the interests of the business, including for the following purposes (this list is not exhaustive):
- (a) to monitor whether the use of the messaging, telephone or e-mail system or the internet is legitimate and in accordance with this policy;
  - (b) to find lost messages or to retrieve messages lost due to computer failure;
  - (c) to assist in the investigation of alleged wrongdoing; or
  - (d) to comply with any legal obligation.

## **8. Prohibited use of our systems**

- 8.1 Misuse or excessive personal use of our telephone, messaging or e-mail system or inappropriate internet use will be dealt with under our Disciplinary Procedure. Misuse of the internet can in some cases be a criminal offence.
- 8.2 Creating, viewing, accessing, transmitting or downloading any of the following material will usually amount to gross misconduct (this list is not exhaustive):
- (a) pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
  - (b) offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
  - (c) a false and defamatory statement about any person or organisation;
  - (d) material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Diversity, Equality and Inclusion Policy or our Anti-harassment and Bullying Policy);
  - (e) confidential information about us or any of our staff or clients (except as authorised in the proper performance of your duties);
  - (f) unauthorised software;
  - (g) any other statement which is likely to create any criminal or civil liability (for you or us); or
  - (h) music or video files or other material in breach of copyright.

## **HOW WE OPERATE**

## Dress code

### 1. About this policy

- 1.1 We encourage everyone to maintain an appropriate standard of dress and personal appearance at work. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:
- (a) promote a positive and professional image.
  - (b) respect the needs of men and women from all cultures and religions.
  - (c) make any adjustments that may be needed because of disability.
  - (d) take account of health and safety requirements; and
  - (e) help team members and managers decide what clothing it is appropriate to wear to work.
- 1.2 Managers are responsible for ensuring that this dress code is observed and that a common-sense approach is taken to any issues that may arise. Any enquiries regarding the operation of our dress code (including whether an article of clothing is suitable to wear to work) should be made to your manager.
- 1.3 Failure to comply with the dress code may result in action under our Disciplinary Procedure.
- 1.4 We will review our dress code periodically to ensure that it reflects appropriate standards and continues to meet our needs.
- 1.5 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

### 2. Appearance

- 2.1 While working for us you represent us with customers and the public. Your appearance contributes to our reputation and the development of our business.
- 2.2 We want you to be comfortable, but you also need to dress in a way that is appropriate to your role and be clean and respectable. At Head Office this means smart casual. If you are at site and have been provided with a uniform, you must wear that it when you are on duty. The same goes for safety clothing that is provided - it is given to you for safety. We will ask for our uniforms back when you leave, so please take care of what you are provided with. Please ensure that no clothing is too revealing, for example very low tops or hot pants are not acceptable. With regards to footwear please use your common sense, for example if you are participating in

sports activities then wear appropriate footwear and shoes that are too flimsy, such as flip flops, are not appropriate footwear for site.

- 2.3 You should not wear clothing or jewelry that could present a health and safety risk.

### **3. Religious and cultural dress**

- 3.1 You may wear appropriate religious and cultural dress (including clerical collars, head scarves, skullcaps and turbans) unless it creates a health and safety risk to you or any other person or otherwise breaches this policy.
- 3.2 Where necessary the Company can give further information and guidance on cultural and religious dress in the workplace.

## **Sickness absence policy**

### **1. About this policy**

- 1.1 The Company respects the confidentiality of all information relating to an employee's sickness. This policy is implemented in line with all Data Protection and Access to Medical Reports legislation.
- 1.2 If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform your manager.
- 1.3 Abuse of sickness absence, including failing to report absence in accordance with this policy will be treated as misconduct under our Disciplinary Procedure.
- 1.4 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

### **2. Reporting when you are sick**

- 2.1 You must notify your manager, or the office manager of your absence as stated in the Culture Book prior to the commencement of your start time, or earlier if possible.
- 2.2 You must report the reasons for your absence on each working day until your absence is covered by a fit note.
- 2.3 It is your responsibility to ensure that in any event you contact your manager and keep in regular contact about when you are likely to return to work and of any circumstantial changes (e.g. if you are not able to return on your previously stated date or, if you have been unable to contact your manager, you are aware of who has been notified of your absence).

- 2.4 Absence on the grounds of sickness for a period of 24 hours immediately preceding, on, or following a public or statutory holiday, will be treated as unauthorised unless supported by a Doctor's Fit Note.
- 2.5 It is important that you call unless you really are not able to do so. Text messages and emails are not an acceptable way to tell us you cannot come to work. Failure to call in, could result in disciplinary action being taken.
- 2.6 In rare circumstances you may be unable to personally advise your manager of your absence. In this situation, you should ask a representative (such as husband, wife, partner or relative) to act on your behalf to ensure that your manager is advised promptly of your absence. Communication in this situation must be made verbally via telephone to the absence and lateness reporting line detailed above.
- 2.7 Where your absence continues and you are unaware of a return-to-work date, you must contact the Company (as per the above procedure), on each day of your absence, unless otherwise agreed by your manager.

### **3. Evidence of incapacity**

- 3.1 You must complete a self-certification form for sickness absence of up to seven calendar days.
- 3.2 For absence of more than a week you must obtain a certificate from your doctor stating that you are not fit for work, giving the reason. You must also complete a self-certification form to cover the first seven days. If absence continues beyond the expiry of a certificate, a further certificate must be provided.
- 3.3 If your doctor provides a certificate stating that you "may be fit for work" you must inform your manager immediately. We will hold a discussion with you about how to facilitate your return to work, taking account of your doctor's advice. If appropriate measures cannot be taken, you will remain on sick leave, and we will set a date for review.

### **4. Statutory sick pay**

- 4.1 You may be entitled to Statutory Sick Pay (SSP) if you satisfy the relevant statutory requirements. Qualifying days for SSP are as set out in your employment contract. The rate of SSP is set by the government in April each year. It is payable for up to 28 weeks.

### **5. Return-to-work interviews**

- 5.1 You must complete a sickness absence self-certification form on the day you return to work, prior to commencing work. You must pass the completed self-certification form to your manager before commencing work, in order that your manager may conduct a Return-to-Work Interview (RTWI) with you.

- 5.2 Your manager will hold a RTWI with you on your return.
- 5.3 The purposes of a RTWI may include:
- (a) ensuring you are fit for work and agreeing any actions necessary to facilitate your return.
  - (b) confirming you have submitted the necessary certificates.
  - (c) establish the nature of the absence
  - (d) where appropriate, enquire about your wellbeing
  - (e) establish whether there may be an underlying health problem
  - (f) establish whether there is anything that the manager can do to facilitate full attendance; and
  - (g) to confirm that your attendance is being monitored.
  - (h) updating you on anything that may have happened during your absence.
  - (i) raising any other concerns regarding your absence record or your return to work.
- 5.4 Your manager will monitor the timely and accurate completion of Self-Certification and Return to Work Interview forms and take action in cases on non-compliance.
- 5.5 When giving details of sickness, sufficient detail must be given and terms such as 'unwell' or 'sick' are not acceptable. Employees entering false or misleading information on the form may be subject to disciplinary action.
- 5.6 If, during the RTWI, it is decided that you are not fit enough to return to work, you will be instructed to leave with immediate effect and you must refrain from returning until advised by the Company and/or a medical practitioner. Company rules and procedures regarding Statutory Sick Pay (SSP) will apply.

## Holidays policy

### 1. Your holiday entitlement

- 1.1 If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis.
- 1.2 Your entitlement to holidays is set out in your contract of employment.
- 1.3 This policy does not form part of any employee's contract of employment, and we may amend it at any time. We may also vary the policy as appropriate in any case.
- 1.4 Except as set out in this policy, holiday entitlement must be taken during the holiday year in which it accrues. Any holiday not taken by the end of the holiday year will be lost and you will not receive any payment in lieu. For Head Office Employees, one week of unused leave can be carried over to the next holiday year but must be used by the end of February. A full-time employee can carry over five days, a part time employee who works three days a week can carry over three days.
- 1.5 Unused holiday can **only** be carried over to another holiday year:
- (a) in cases involving sickness absence, as set out in your employment contract.
  - (b) in cases of maternity, paternity, adoption, parental or shared parental leave, as set out in your contract of employment.
  - (c) in any other case where your manager has given permission in writing; and
  - (d) if otherwise required by law.

### 2. Taking holiday

- 2.1 Please see our Culture Book for how to book holidays.

### 3. Sickness during periods of holiday

- 3.1 If you are sick or injured during a holiday period and would have been incapable of work, you may choose to treat the period of incapacity as sick leave and reclaim the affected days of holiday. We may ask for evidence from a Dr to cover any period of absence.
- 3.2 Employees already on sick leave before a pre-arranged period of holiday may choose to cancel any days of holiday that coincide with the period of incapacity and treat them as sick leave.
- 3.3 At all times the usual absence reporting procedure must be followed.

3.4 Dishonest claims or other abuse of this policy will be treated as gross misconduct under our disciplinary procedure.

#### **4. Long-term sickness absence and holiday entitlement**

4.1 Holiday entitlement continues to accrue during periods of sick leave.

4.2 If you are on a period of sick leave which spans two holiday years, or if you return to work after sick leave so close to the end of the holiday year that you cannot reasonably take your remaining holiday, you may carry over unused holiday to the following leave year.

4.3 Any holiday that is carried over under this rule but is not taken within 18 months of the end of the holiday year in which it accrued will be lost.

4.4 Alternatively, you can choose to take your paid holiday during your sick leave, in which case you will be paid at your normal rate.

#### **5. Arrangements on termination**

5.1 On termination of employment, you may be required to use any remaining holiday entitlement during your notice period. Alternatively, you will be paid in lieu of any accrued but untaken holiday entitlement for the current holiday year to date, plus any holiday permitted to be carried over from previous years under this policy or as required by law.

## **Adverse weather and travel disruption policy**

### **1. About this policy**

- 1.1 We recognise that adverse weather or travel disruption can require us to take a flexible approach to working arrangements in order to accommodate the difficulties employees face and to protect health and safety, while meeting business needs.
- 1.2 The purpose of this policy is to set out our approach to working arrangements where it becomes impossible or dangerous for employees to travel in to work because of:
- (a) extreme adverse weather such as heavy snow;
  - (b) industrial action affecting transport networks; or
  - (c) major incidents affecting travel or public safety.

On these occasions, we recognise that a flexible approach to working arrangements may be necessary to accommodate the difficulties employees face and to protect health and safety, while still keeping the business running as effectively as possible.

- 1.3 This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time.

### **2. Travelling to work**

- 2.1 Employees should make a genuine effort to report for work at their normal time. This may include leaving extra time for the journey or taking an alternative route. Travel on foot or by bicycle or taxi should be considered where appropriate and safe.
- 2.2 Employees who are unable to attend work on time or at all should telephone their manager before their normal start time on each affected day.
- 2.3 Employees who are unable to attend work should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police, transport providers or the internet. If conditions improve sufficiently, employees should report this to their line manager and attend work unless told otherwise.
- 2.4 Employees who do not make reasonable efforts to attend work or who fail to contact their line manager without good reason may be subject to disciplinary proceedings for misconduct. We will consider all the circumstances, including the distance they have to travel, local conditions in their area, the status of roads and public transport, and the efforts made by other employees in similar circumstances.

### **3. Alternative working arrangements**

- 3.1 Employees may be required to work from an alternative place of work, if available. Managers will advise them of any such requirement. Such employees will receive their normal pay.
- 3.2 Employees who are able to work may sometimes be expected to carry out additional or varied duties during such periods. However, employees should not be required to do anything they cannot do competently or safely.

#### **4. Late starts and early finishes**

- 4.1 Employees who arrive at work late or who ask to leave early will usually be expected to make up any lost time or take the time as unpaid. Managers have the discretion to waive this requirement in minor cases, or (in the case of lateness) where they are satisfied the employee has made a genuine attempt to arrive on time.
- 4.2 Managers have the discretion to allow employees to leave early and should have regard to the needs of the business and the employee's personal circumstances.
- 4.3 Where half the normal working day or more is lost this will be treated as absence and dealt with as set out below.

#### **5. Absence and pay**

- 5.1 Employees who are absent from work due to extreme weather or other travel disruptions are not entitled to be paid for the time lost.
- 5.2 If, in exceptional circumstances, we decide to close the workplace, employees will be paid as if they had worked their normal hours.

#### **6. School closures and other childcare issues**

- 6.1 Adverse weather sometimes leads to school or nursery closures or the unavailability of child care. Where childcare arrangements have been disrupted, employees may have a statutory right to reasonable time off without pay. For further information, see our Time off for Dependents Policy.

## Social media policy

### 1. About this policy

- 1.1 This policy is in place to minimise the risks to our business through use of social media.
- 1.2 This policy deals with the use of all forms of social media, including Facebook, LinkedIn, TikTok, Twitter (X), Google+, Wikipedia, Instagram, Tumblr and all other social networking sites, internet postings and blogs. It applies to use of social media for business purposes as well as personal use that may affect our business in any way.
- 1.3 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

### 2. Personal use of social media

- 2.1 Use of personal social media is permitted during break times only.

### 3. Prohibited use

- 3.1 You must avoid making any social media communications that could damage our business interests or reputation, even indirectly.
- 3.2 You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.
- 3.3 You must not express opinions on our behalf via social media, unless expressly authorised to do so by your manager. You may be required to undergo training in order to obtain such authorisation.
- 3.4 You must not post comments about sensitive business-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.
- 3.5 The contact details of business contacts made during the course of your employment are our confidential information. On termination of employment, you must provide us with a copy of all such information, delete all such information from your personal social networking accounts and destroy any further copies of such information that you may have.
- 3.6 Any misuse of social media should be reported to your manager.

**4. Guidelines for responsible use of social media**

- 4.1 You should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal e-mail address.
- 4.2 Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.
- 4.3 If you disclose your affiliation with us on your profile or in any social media postings, you must state that your views do not represent those of your employer (unless you have been authorised to speak on our behalf as set out in 3.3). You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.
- 4.4 If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your manager.
- 4.5 If you see social media content that disparages or reflects poorly on us, you should contact your manager.

**5. Breach of this policy**

- 5.1 Breach of this policy may result in disciplinary action up to and including dismissal. Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation.
- 5.2 You may be required to remove any social media content that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

## **Substance abuse policy**

### **1. About this policy**

- 1.1 We are committed to providing a safe, healthy and productive working environment. This includes ensuring that all staff are fit to carry out their jobs safely and effectively in an environment which is free from alcohol and drug misuse.
- 1.2 The purpose of this policy is to increase awareness of the effects of alcohol and drug misuse and its likely symptoms and to ensure that:
- All staff are aware of their responsibilities regarding alcohol and drug misuse and related problems.
  - Staff who have an alcohol or drug-related problem are encouraged to seek help, in confidence, at an early stage.
  - Staff who have an alcohol or drug-related problem affecting their work are dealt with sympathetically, fairly and consistently.
- 1.3 This policy is not intended to apply to "one-off" incidents or offences caused by alcohol or drug misuse at or outside work where there is no evidence of an ongoing problem, which may damage our reputation, and which are likely to be dealt with under our Disciplinary Procedure.
- 1.4 This policy covers all employees, officers, consultants, contractors, casual workers and agency workers.
- 1.5 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

### **2. Identifying a problem**

- 2.1 If you notice a change in a colleague's pattern of behaviour you should encourage them to seek assistance through their manager. If they will not seek help themselves, you should draw the matter to the attention of your manager. You should not attempt to cover up for a colleague whose work or behaviour is suffering as a result of an alcohol or drug-related problem.
- 2.2 If you believe that you have an alcohol or drug-related problem, you should seek specialist advice and support as soon as possible.

### **3. Alcohol and drugs at work**

- 3.1 Alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making and increased health and safety risks

for you and other people. Irresponsible behaviour or the commission of offences resulting from the use of alcohol or drugs may damage our reputation and, as a result, our business.

- 3.2 You are expected to arrive at work fit to carry out your job and to be able to perform your duties safely without any limitations due to the use or after effects of alcohol or drugs. In this policy drug use includes the use of controlled drugs, psychoactive (or mind-altering) substances formerly known as "legal highs", and the misuse of prescribed or over-the-counter medication.
- 3.3 You should not drink alcohol during the normal working day, at lunchtime, at other official breaks and at official work-based meetings and events. Drinking alcohol while at work without authorisation or working under the influence of alcohol may lead to action under our Disciplinary Procedure and could result in dismissal for gross misconduct.
- 3.4 You must comply with drink-driving laws and drug-driving laws at all times. Conviction for drink-driving or drug-driving offence may harm our reputation and, if your job requires you to drive, you may be unable to continue to do your job. Committing a drink-driving or drug-driving offence while working for us or outside working hours may lead to action under our Disciplinary Procedure and could result in dismissal for gross misconduct.
- 3.5 If you are prescribed medication, you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified, or you should be temporarily reassigned to a different role. If so, you must tell your manager without delay.

#### **4. Searches**

- 4.1 We reserve the right to conduct searches for alcohol or drugs on our premises, including, but not limited to, searches of lockers, filing cabinets and desks, bags, clothing and packages.
- 4.2 Any alcohol or drugs found as a result of a search will be confiscated and may be treated as gross misconduct. Action may be taken under our Disciplinary Procedure.

#### **5. Managing suspected substance misuse**

- 5.1 Where a manager considers that a deterioration in work performance and/or changes in patterns of behaviour may be due to alcohol or drug misuse they should seek advice and assistance from your manager.
- 5.2 If your manager has reason to believe that you are suffering the effects of alcohol or drugs misuse, they will invite you to an investigatory interview. The purpose of the interview is to:
  - discuss the reason for the investigation and seek your views on, for example, the deterioration of your work performance and/or behaviour; and

- where appropriate, offer to refer you to Occupational Health for medical and/or specialist advice.
- 5.3 If you arrive at work and a manager reasonably believes you are under the influence of alcohol or drugs an investigation will be undertaken.
- 5.4 If, as the result of the meeting or investigation, your manager continues to believe that you are suffering the effects of alcohol or drugs misuse the matter may be dealt with under our Disciplinary Procedure. You may be suspended in the above circumstances.

## **6. Providing support**

- 6.1 Alcohol and drug-related problems may develop for a variety of reasons and over a considerable period of time. We are committed, in so far as possible, to treating these problems in a similar way to other health issues. We will provide support where possible with a view to a return to full duties.

## **7. Confidentiality**

- 7.1 We aim to ensure that the confidentiality of any member of staff experiencing alcohol or drug-related problems is maintained appropriately. However, it needs to be recognised that, in supporting staff, some degree of information sharing is likely to be necessary.
- 7.2 If you seek help with an alcohol or drug-related problem directly from your manager and you wish to keep matters confidential from your manager and colleagues, this will be respected unless there is reason to believe that this could put you, your colleagues or anyone else at risk or carries some other material risk for the business. In those circumstances we will encourage you to inform your manager and will give you sufficient time to do so before discussing the matter with them.

## Alcohol and drug screening

### 1. About this policy

1.1 We reserve the right to request employees who are suspected to be under the influence of alcohol or drugs to undertake an alcohol or drug test. We also reserve the right to conduct random alcohol or drug testing.

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

### 2. Testing criteria

2.1 Testing will apply to any employee, contractor or agency worker across all areas of the business. When there is cause to believe that an individual's behaviour and/or performance during work hours is impaired by alcohol or drugs, they will be required to undertake the alcohol or drug testing procedure. We will also operate unannounced and random drug and alcohol testing for all staff.

2.2 You will be asked to consent to the test.

2.3 Some examples of circumstances where drug or alcohol testing may be appropriate are: -

- Obvious signs of mental and/or physical impairment i.e. slurred speech, confusion, swaying, drowsiness or staggering movements.
- Smell of alcohol on the breath/ smell of drugs.
- Recognition by managers, supervisors or colleagues of symptoms affecting work performance.
- Complaints from other employees, contractors or visitors indicating that alcohol or drugs may be a factor.
- The discovery of items in possession of an individual during work hours that could indicate involvement with alcohol or drugs.
- After an accident or incident.
- Random and unannounced alcohol and drug testing.

### **3. Testing process**

- 3.1 Testing can only be formally requested by a member of the management team and is only to be carried out by designated trained staff or an external provider. Arrangements will be discussed with affected members of staff at the start of each screening.
- 3.2 Refusal to participate in a drug or alcohol test may be considered an inference of a positive test. This may result in your suspension to allow the Company to investigate the matter further. A refusal to participate in a drug or alcohol test may lead to disciplinary action and may be treated as gross misconduct.
- 3.3 If an agency worker or contractor refuses to take an alcohol or drug test, they will be removed from site and their manager informed. In this instance the Company has the right to refuse the individual to undertake any further work onsite.

You may be suspended following a positive result from an alcohol or drug test to allow the Company to investigate the matter further. A positive result from a drug or alcohol test may lead to disciplinary action and may be treated as gross misconduct.

### **Substance abuse policy**

#### **8. About this policy**

- 8.1 We are committed to providing a safe, healthy and productive working environment. This includes ensuring that all staff are fit to carry out their jobs safely and effectively in an environment which is free from alcohol and drug misuse.
- 8.2 The purpose of this policy is to increase awareness of the effects of alcohol and drug misuse and its likely symptoms and to ensure that:
- All staff are aware of their responsibilities regarding alcohol and drug misuse and related problems.
  - Staff who have an alcohol or drug-related problem are encouraged to seek help, in confidence, at an early stage.
- 8.3 This policy covers all employees, officers, consultants, contractors, casual workers and agency workers.
- 8.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

#### **9. Identifying a problem**

- 9.1 If you notice a change in a colleague's pattern of behaviour you should encourage them to seek assistance through their manager. If they will not seek help themselves you should draw the matter to the attention of your manager. You should not attempt to cover up for a colleague whose work or behaviour is suffering as a result of an alcohol or drug-related problem.

9.2 If you believe that you have an alcohol or drug-related problem you should seek specialist advice and support as soon as possible.

## **10. Alcohol and drugs at work**

10.1 Alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making and increased health and safety risks for you and other people. Irresponsible behaviour or the commission of offences resulting from the use of alcohol or drugs may damage our reputation and, as a result, our business.

10.2 You are expected to arrive at work fit to carry out your job and to be able to perform your duties safely without any limitations due to the use or after effects of alcohol or drugs. In this policy drug use includes the use of controlled drugs, including marijuana, psychoactive (or mind-altering) substances formerly known as "legal highs", and the misuse of prescribed or over-the-counter medication.

10.3 Taking drugs or drinking alcohol outside of work can still impact you when you come to work, as you may still be under the influence of drugs or alcohol at work. Arriving for work or being under the influence of alcohol or drugs whilst at work may lead to action under our Disciplinary Procedure and could result in dismissal for gross misconduct.

10.4 You should not drink alcohol during the normal working day, at lunchtime, at other official breaks and at official work-based meetings and events. Drinking alcohol while at work without authorisation or working under the influence of alcohol may lead to action under our Disciplinary Procedure and could result in dismissal for gross misconduct.

10.5 You should not take drugs during the normal working day, at lunchtime, at other official breaks and at official work-based meetings and events. Taking drugs while at work or working under the influence of drugs may lead to action under our Disciplinary Procedure and could result in dismissal for gross misconduct.

10.6 You must comply with drink-driving laws and drug-driving laws at all times. Conviction for drink-driving or drug-driving offence may harm our reputation and, if your job requires you to drive, you may be unable to continue to do your job. Committing a drink-driving or drug-driving offence while working for us or outside working hours may lead to action under our Disciplinary Procedure and could result in dismissal for gross misconduct.

10.7 If you are prescribed medication, you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified or you should be temporarily reassigned to a different role. If so, you must tell your manager without delay.

## **11. Searches**

11.1 We reserve the right to conduct searches for alcohol or drugs on our premises, including, but not limited to, searches of lockers, filing cabinets and desks, bags, clothing and packages.

11.2 Any alcohol or drugs found as a result of a search will be confiscated and may be treated as gross misconduct. Action may be taken under our Disciplinary Procedure.

## **12. Managing suspected substance misuse**

- 12.1** Where a manager considers that a deterioration in work performance and/or changes in patterns of behaviour may be due to alcohol or drug misuse they should seek advice and assistance from your manager.
- 12.2** If your manager has reason to believe that you are suffering the effects of alcohol or drugs misuse, they will invite you to an investigatory interview. The purpose of the interview is to:
- discuss the reason for the investigation and seek your views on, for example, the deterioration of your work performance and/or behaviour; and
  - where appropriate, offer to refer you to Occupational Health for medical and/or specialist advice.
- 12.3** If you arrive at work and a manager reasonably believes you are under the influence of alcohol or drugs an investigation will be undertaken.
- 12.4** If, as the result of the meeting or investigation, your manager continues to believe that you are suffering the effects of alcohol or drugs misuse the matter may be dealt with under our Disciplinary Procedure. You may be suspended in the above circumstances.

## **13. Providing support**

- 13.1** Alcohol and drug-related problems may develop for a variety of reasons and over a considerable period of time. We are committed, in so far as possible, to treating these problems in a similar way to other health issues. We will provide support where possible with a view to a return to full duties.

## **14. Confidentiality**

- 14.1** We aim to ensure that the confidentiality of any member of staff experiencing alcohol or drug-related problems is maintained appropriately. However, it needs to be recognised that, in supporting staff, some degree of information sharing is likely to be necessary.
- 14.2** If you seek help with an alcohol or drug-related problem directly from your manager and you wish to keep matters confidential from your manager and colleagues, this will be respected unless there is reason to believe that this could put you, your colleagues or anyone else at risk or carries some other material risk for the business. In those circumstances we will encourage you to inform your manager and will give you sufficient time to do so before discussing the matter with them.

## **Alcohol and drug screening**

### **4. About this policy**

- 4.1 We reserve the right to request employees who are suspected to be under the influence of alcohol or drugs to undertake an alcohol or drug test. We also reserve the right to conduct random alcohol or drug testing.
- 4.2 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

### **5. Testing criteria**

- 5.1 Testing will apply to any employee, contractor or agency worker across all areas of the business. When there is cause to believe that an individual's behaviour and/or performance during work hours is impaired by alcohol or drugs, they will be required to undertake the alcohol or drug testing procedure. We will also operate unannounced and random drug and alcohol testing for all staff.
- 5.2 You will be asked to consent to the test.
- 5.3 Some examples of circumstances where drug or alcohol testing may be appropriate are:-
- Obvious signs of mental and/or physical impairment e.g. glazed eyes, slurred speech, confusion, swaying, drowsiness or staggering movements.
  - Smell of alcohol on the breath/ smell of drugs.
  - Recognition by managers, supervisors or colleagues of symptoms affecting work performance.
  - Complaints from other employees, contractors or visitors indicating that alcohol or drugs may be a factor.
  - The discovery of items in possession of an individual during work hours that could indicate involvement with alcohol or drugs.
  - After an accident or incident.
  - Random and unannounced alcohol and drug testing.

### **6. Testing process**

- 6.1 Testing can only be formally requested by a member of the management team and is only to be carried out by designated trained staff or an external provider. Arrangements will be discussed with affected members of staff at the start of each screening.
- 6.2 Refusal to participate in a drug or alcohol test may be considered an inference of a positive test. This may result in your suspension to allow the Company to investigate the matter further. A refusal to participate in a drug or alcohol test may lead to disciplinary action and may be treated as gross misconduct.

- 6.3 If an agency worker or contractor refuses to take an alcohol or drug test, they will be removed from site and their manager informed. In this instance the Company has the right to refuse the individual to undertake any further work onsite.
- 6.4 You may be suspended following a positive result from an alcohol or drug test to allow the Company to investigate the matter further. A positive result from a drug or alcohol test may lead to disciplinary action and may be treated as gross misconduct.

## **No-smoking policy**

### **1. About this policy**

- 1.1 We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all workers, service users, customers and visitors from exposure to smoke.
- 1.2 All of our workplaces (including our vehicles) are smoke-free in accordance with the Health Act 2006 and associated regulations. All employees and visitors have the right to a smoke-free environment.
- 1.3 This policy covers all employees, officers, consultants, contractors, interns, casual workers and agency workers. Anyone visiting our premises or using our vehicles must comply with the smoking restrictions set out in this policy.
- 1.4 This policy does not form part of any employee's contract of employment, and it may be amended at any time.

### **2. Where is smoking banned?**

- 2.1 Smoking is not permitted in our workplace. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.
- 2.2 No-smoking signs are displayed at our workplace.
- 2.3 Anyone using our vehicles, whether as a driver or passenger, must ensure the vehicles remain smoke-free. Any of our vehicles that are used primarily for private purposes are excluded from the smoking ban.

### **3. Where is smoking permitted?**

You may only smoke outside in designated areas during breaks. When smoking outside, you must dispose of cigarette butts and other litter appropriately.

### **4. Breaches of the policy**

- 4.1 Breaches of this policy by any employee will be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 4.2 Smoking in smoke-free premises or vehicles is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

## HOW WE RESOLVE ISSUES

### Disciplinary procedure

#### 1. About this procedure

- 1.1 This procedure is intended to help maintain standards of conduct and to ensure fairness and consistency when dealing with allegations of misconduct.
- 1.2 There may be situations where this process is not followed. This will include where you have less than 2 years' service with the Company.
- 1.3 If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with your manager as soon as possible.
- 1.4 This policy does not form part of any employee's contract of employment, and it may be amended at any time.

#### 2. Confidentiality

- 2.1 Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.
- 2.2 You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.
- 2.3 You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless we believe that a witness's identity should remain confidential.

#### 3. Informal action

- 3.1 Minor misconduct issues can often be resolved informally between you and your manager. These discussions should be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of any such informal discussions may be placed on your personnel file.
- 3.2 In some cases, a letter of concern may be given documenting the conduct issue and confirming the areas of improvement required. This does not form part of the formal disciplinary procedure.
- 3.3 Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion or a letter of concern is not appropriate (for example, because of the seriousness of the allegation).

#### **4. Investigations**

- 4.1 The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.
- 4.2 Investigation meetings are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held. It may not always be necessary to hold an investigation meeting with you.
- 4.3 You do not normally have the right to bring a companion to an investigation meeting. However, we may allow you to bring a companion if it helps you to overcome any disability, or any difficulty in understanding English.
- 4.4 You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

#### **5. Suspension**

- 5.1 In some circumstances we may need to suspend you from work. The suspension will be for no longer than is necessary to investigate any allegations of misconduct against you or so long as is otherwise reasonable while any disciplinary procedure against you is outstanding. We will confirm the arrangements to you in writing. While suspended you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless you have been authorised to do so.
- 5.2 Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations. You will continue to receive your full basic salary and benefits during the period of suspension.

#### **6. Notification of a hearing**

- 6.1 Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you and what the likely range of consequences will be if we decide after the hearing that the allegations are upheld. We will also include the following where appropriate:

- (a) a copy of any relevant documents which will be used at the disciplinary hearing; and

- (b) a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.
- 6.2 We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time to prepare your case based on the information we have given you.
- 7. The right to be accompanied**
- 7.1 You may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague.
- 7.2 A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.
- 7.3 If your companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.
- 7.4 We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) if this will help overcome a disability, or if you have difficulty understanding English.
- 8. Procedure at disciplinary hearings**
- 8.1 If you or your companion cannot attend the hearing, you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason or are persistently unable to do so (for example for health reasons), we may have to take a decision in your absence based on the available evidence.
- 8.2 The hearing will be chaired by an appropriate manager. You may bring a companion with you to the disciplinary hearing.
- 8.3 At the disciplinary hearing we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your companion may make representations to us and ask questions but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.
- 8.4 We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained.
- 8.5 We will inform you in writing of our decision.

## 9. Disciplinary action and dismissal

9.1 The usual penalties for misconduct are:

- (a) **Stage 1: First written warning.** Where there are no other active written warnings on your disciplinary record, you will usually receive a first written warning. It will usually remain active for 12 months.
- (b) **Stage 2: Final written warning.** In case of further misconduct or failure to improve where there is an active first written warning on your record, you will usually receive a final written warning. This may also be used without a first written warning for serious cases of misconduct. The warning will usually remain active for 12 months.
- (c) **Stage 3: Dismissal or other action.** You may be dismissed for further misconduct or where there is an active final written warning on your record, or for any act of gross misconduct. Examples of gross misconduct are given below. You may also be dismissed without a warning for any act of misconduct if you have less than 2 years' service.

We may consider other sanctions short of dismissal, including demotion or redeployment to another role, and/or extension of a final written warning with a further review period.

## 10. Appeals

- 10.1 If you feel that disciplinary action taken against you is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to the person identified in your outcome letter within one week of the date on which you were informed of the decision.
- 10.2 If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful, you will be reinstated with no loss of continuity or pay.
- 10.3 If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light, we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing, and you or your companion may comment on any new evidence arising during the appeal before any decision is taken.
- 10.4 We will give you written notice of the date, time and place of the appeal hearing.
- 10.5 The appeal hearing may be a complete re-hearing of the matter, or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new

information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.

- 10.6 Where possible, the appeal hearing will be conducted impartially by a different manager who has not been previously involved in the case.
- 10.7 We may adjourn the appeal hearing if we need to carry out any further investigations in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained.
- 10.8 Following the appeal hearing we may:
- (a) confirm the original decision.
  - (b) revoke the original decision; or
  - (c) substitute a different penalty.
- 10.9 We will inform you in writing of our final decision. There will be no further right of appeal.

## **11. Examples of gross misconduct**

- Theft.
- Dishonesty.
- Serious insubordination.
- Covert recording of meetings.
- Use of aggressive behaviour or excessive bad language.
- Bribery.
- Actual or threatened violent or intimidating behaviour, fighting, physical assault or dangerous horseplay.
- Serious disregard for your duties.
- Serious incapability or the potential for serious incapability, whilst on duty brought on by alcohol or illegal drugs.
- Being under the influence of drugs or alcohol whilst at work.
- A positive result from a drug or alcohol test or a refusal to participate in a drug or alcohol test.
- Serious negligence which causes or might cause loss, damage or injury.
- Unauthorised absence.
- Unauthorised possession or disposal of or wilful damage to the Company's property or that of clients, customers or other employees.
- Any action or omission, which would bring the Company into serious disrepute whether during or outside of your normal working hours.
- Falsification of qualifications, results, reports, accounts, expense claims, time recording, self-certification forms or any other document.
- Acts of discrimination, bullying or harassment.

- Refusal to carry out reasonable instructions.
- Deliberate, wilful or negligent damage to property.
- A serious breach of the health and safety rules.
- Reckless behaviour posing a risk to health and safety.
- Working in competition with the Company.
- Any illegal act during working time or on Company premises.

Other examples of gross misconduct may be found in specific policies or procedures. This list is not exhaustive.

## Performance management procedure

### 1. About this procedure

- 1.1 This procedure is intended to help maintain standards of performance and to ensure fairness and consistency when dealing with allegations of poor performance.
- 1.2 There may be situations where this process is not followed. This will include where you have less than 2 years' service with the Company.
- 1.3 If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with your manager as soon as possible.
- 1.4 This policy does not form part of any employee's contract of employment, and it may be amended at any time.

### 2. Confidentiality

- 2.1 Our aim is to deal with performance matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or performance matter.
- 2.2 You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.
- 2.3 You will normally be told the names of any witnesses whose evidence is relevant to performance proceedings against you, unless we believe that a witness's identity should remain confidential.

### 3. Informal action

- 3.1 Minor performance issues can often be resolved informally between you and your manager. These discussions should be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of any such informal discussions may be placed on your personnel file.
- 3.2 In some cases, a letter of concern may be given documenting the performance issue and confirming the areas of improvement required. This does not form part of the formal performance procedure.
- 3.3 Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion or a letter of concern is not appropriate (for example, because of the seriousness of the allegation).

#### **4. Investigations**

- 4.1 The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any poor performance, before deciding whether to proceed with a performance management hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.
- 4.2 Investigation meetings are solely for the purpose of fact-finding and no decision on performance management will be taken until after a performance management hearing has been held. It may not always be necessary to hold an investigation meeting with you.
- 4.3 You do not normally have the right to bring a companion to an investigation meeting. However, we may allow you to bring a companion if it helps you to overcome any disability, or any difficulty in understanding English.
- 4.4 You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

#### **5. Notification of a hearing**

- 5.1 Following any investigation, if we consider there are grounds for performance management action, you will be required to attend a performance management hearing. We will inform you in writing of the allegations against you and what the likely range of consequences will be if we decide after the hearing that the allegations are upheld. We will also include the following where appropriate:
- a copy of any relevant documents which will be used at the performance management hearing; and
  - a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.
- 5.2 We will give you written notice of the date, time and place of the performance management hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time to prepare your case based on the information we have given you.

#### **6. The right to be accompanied**

- 6.1 You may bring a companion to any performance management hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague.

- 6.2 A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.
- 6.3 If your companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.
- 6.4 We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) if this will help overcome a disability, or if you have difficulty understanding English.

## **7. Procedure at performance management hearings**

- 7.1 If you or your companion cannot attend the hearing, you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason or are persistently unable to do so (for example for health reasons), we may have to take a decision in your absence based on the available evidence.
- 7.2 The hearing will be chaired by an appropriate manager. You may bring a companion with you to the performance management hearing.
- 7.3 At the performance management hearing we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your companion may make representations to us and ask questions but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.
- 7.4 We may adjourn the performance management hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained.
- 7.5 We will inform you in writing of our decision.

## **8. Performance management action and dismissal**

- 8.1 The usual penalties for poor performance are:
- **Stage 1: First written warning.** Where there are no other active written warnings on your record, you will usually receive a first written warning. It will usually remain active for 12 months.
  - **Stage 2: Final written warning.** In case of further poor performance or failure to improve where there is an active first written warning on your record, you will usually

receive a final written warning. This may also be used without a first written warning for serious cases of poor performance. The warning will usually remain active for 12 months.

- **Stage 3: Dismissal or other action.** You may be dismissed for further poor performance or failure to improve where there is an active final written warning on your record. You may also be dismissed without a warning for any unsatisfactory performance if you have less than 2 years' service.

We may consider other sanctions short of dismissal, including demotion or redeployment to another role, and/or extension of a final written warning with a further review period.

Where it is appropriate, the warnings may be accompanied by a performance improvement plan (PIP). A Performance Improvement Plan is a series of measures, goals or targets designed to help improve your performance. Each PIP will be tailored to the situation and will be discussed with you. A timeframe for the required improvement will also be specified.

## 9. Appeals

- 9.1 If you feel that action taken against you is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to the person identified in your outcome letter within one week of the date on which you were informed of the decision.
- 9.2 If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful, you will be reinstated with no loss of continuity or pay.
- 9.3 If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light, we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing, and you or your companion may comment on any new evidence arising during the appeal before any decision is taken.
- 9.4 We will give you written notice of the date, time and place of the appeal hearing.
- 9.5 The appeal hearing may be a complete re-hearing of the matter, or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.
- 9.6 Where possible, the appeal hearing will be conducted impartially by a different manager who has not been previously involved in the case.

- 9.7 We may adjourn the appeal hearing if we need to carry out any further investigations in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained.
- 9.8 Following the appeal hearing we may:
- (a) confirm the original decision.
  - (b) revoke the original decision; or
  - (c) substitute a different penalty.
- 9.9 We will inform you in writing of our final decision. There will be no further right of appeal.

## Grievance procedure

### 1. About this procedure

- 1.1 Most grievances can be resolved quickly and informally through discussion with your manager. If this does not resolve the problem, you should initiate the formal procedure set out below.
- 1.2 If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with your manager as soon as possible.
- 1.3 This policy does not form part of any employee's contract of employment, and it may be amended at any time.

### 2. Step 1: written grievance

- 2.1 You should put your grievance in writing and submit it to your manager. If your grievance concerns your manager, you may submit it to the Managing Director instead.
- 2.2 The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.

### 3. Step 2: meeting

- 3.1 We will arrange a grievance meeting with you as soon as reasonably practicable. You should make every effort to attend.
- 3.2 You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.
- 3.3 If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.
- 3.4 We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.
- 3.5 We will write to you, as soon as reasonably practicable after the last grievance meeting, to confirm our decision and notify you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.

**4. Step 3: appeals**

- 4.1 If the grievance has not been resolved to your satisfaction you may appeal in writing to the person stated in the outcome letter, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 4.2 We will hold an appeal meeting as soon as reasonably practicable. This will be dealt with impartially by another manager who has not previously been involved in the case. You will have a right to bring a companion (see 3.2).
- 4.3 We will confirm our final decision in writing. There is no further right of appeal.

## Managing absence procedure

### 1. About this policy

- 1.1 This policy sets out our procedure for managing sickness absence.
- 1.2 There may be situations where this process is not followed. This will include where you have less than 2 years' service with the Company.
- 1.3 If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with your manager as soon as possible.
- 1.4 This policy does not form part of any employee's contract of employment, and it may be amended at any time.
- 1.5 We respect the confidentiality of all information relating to an employee's sickness. This policy is implemented in line with all Data Protection and Access to Medical Reports legislation.
- 1.6 We are aware that sickness absence may result from a disability. At each stage of the sickness absence meetings procedure, particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work.
- 1.7 If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform your manager.
- 1.8 Abuse of sickness absence will be treated as misconduct under our Disciplinary Procedure.
- 1.9 The following paragraphs set out our procedure for dealing with long-term absence or where your level or frequency of short-term absence has given us cause for concern. The purpose of the procedure is to investigate and discuss the reasons for your absence, whether it is likely to continue or recur, and whether there are any measures that could improve your health and/or attendance. We may decide that medical evidence, or further medical evidence, is required before deciding on a course of action.
- 1.10 Meetings will usually be conducted by your manager or another suitable manager.
- 1.11 In some cases, a letter of concern may be given documenting the persistent absence issue and will confirm the areas of improvement required. This does not form part of the formal procedure.
- 1.12 Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion or a letter of concern is not appropriate (for example, because of the seriousness of the allegation).

- 1.13 If you have a disability, we will consider whether reasonable adjustments may need to be made to the sickness absence meetings procedure, or to your role or working arrangements.

## **2. Persistent short-term absences**

- 2.1 Persistent short-term absences are 3 absences in a rolling 6-month period or more than 3 absences in a rolling 12-month period. If you have had too many absences, we will carry out an investigation. During the investigation, we will gather all relevant evidence relating to your absences. We may conduct investigation meetings with you, but this may not be necessary. You will not usually receive notice of an investigation meeting and there is no right to be accompanied. Remember that this is just an investigation to gather all the relevant information and evidence. No formal sanction will be decided on at the investigation stage.
- 2.2 If the investigation shows that you have had too many absences, you will be invited to a sickness absence meeting. The invitation letter will give you notice of the hearing, provide you with copies of the evidence and will explain what the allegations are and what the potential outcome/sanction could be. You will have the right to be accompanied at this hearing. If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time. If you have any evidence, you can provide this to us in advance of the hearing.
- 2.3 During the hearing, you will have the chance to respond to the allegation of having excessive absences. You will be asked questions to clarify regarding the absences to enable us to make a decision.
- 2.4 If it is found that you have had too many absences, you are likely to be issued with a First Written Warning (Stage 1).
- 2.5 If you do not meet the targets set and there is insufficient improvement in the number of absences, following an investigation, you may be invited to a formal hearing where the outcome could be a Final Written Warning (Stage 2). If the further targets are not met, the final stage could result in dismissal (Stage 3). Again, this would be after an investigation and a formal hearing.
- 2.6 Warnings will usually set targets and remain on your record for 12 months.

## **3. Long term sickness absence**

- 3.1 Long term sickness absence is where an employee is off or is likely to be off, for a month or more. We are committed to helping employees back to work. When someone is off for more than a month, we will hold regular meetings (sometimes called welfare meetings) to get updates and see if there is anything we can do to get you back to work sooner. This includes considering adjustments to the way you work and when you work and your role.

3.2 The regular meetings will determine the likelihood of your return to work and if there is anything we can do to facilitate that. Medical evidence will also provide more information on these points. If it appears unlikely that you will be able to return in the foreseeable future, it is possible that your employment could be terminated on the grounds of capability. If you are dismissed, you would be entitled to notice.

3.3 A decision to terminate your employment for capability following a period of long-term sickness absence would not be taken without a formal meeting. You would be invited in writing to such a meeting, and it will be made clear to you that the possible outcome of that meeting could be dismissal. You will also have the right to be accompanied at that meeting as detailed in clause 7.5.

#### **4. Medical examinations**

4.1 We may ask you to consent to a medical examination by a doctor or occupational health professional or other specialist nominated by us (at our expense).

4.2 You will be asked to agree that any medical report produced may be disclosed to us and that we may discuss the contents of the report with the specialist and with our advisers. All medical reports will be kept confidential.

4.3 If you refuse to grant permission for your GP to be contacted or you fail to attend the appointments made for you, we will make a decision based on the available medical evidence.

#### **5. Appeals**

5.1 You may appeal against the outcome of any stage of this procedure. If you wish to appeal you should set out your appeal in writing to the person named in the outcome letter, stating your grounds of appeal, within one week of the date on which the decision was sent or given to you.

5.2 If you are appealing against a decision to dismiss you, we will hold an appeal meeting. This will be dealt with impartially and, where possible, by a different manager who has not previously been involved in the case.

5.3 We will confirm our final decision in writing. There is no further right of appeal.

## **FAMILY LEAVE AND FLEXIBLE WORKING**

### **Time off for antenatal appointments policy**

#### **1. Time off if you are pregnant**

- 1.1 If you are pregnant, you may take reasonable paid time off during working hours for antenatal appointments. This may include any relaxation or parenting classes that your doctor, midwife or health visitor has advised you to attend. You should try to give us as much notice as possible of the appointment. Unless it is your first appointment, we may ask to see a certificate confirming your pregnancy and an appointment card.
- 1.2 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).

#### **2. Time off for accompanying a pregnant woman: eligibility**

- 2.1 You may take unpaid time off to accompany a pregnant woman to an antenatal appointment if you have a "qualifying relationship" with the woman or the child. This means that either:
- (a) you are the baby's father.
  - (b) you are the pregnant woman's spouse, civil partner or cohabiting partner; or
  - (c) she has undergone assisted conception and at that time you were her wife or civil partner or gave the required legal notices to be treated in law as the second female parent; or
  - (d) you are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

#### **3. Time off for accompanying a pregnant woman: how to book time off**

- 3.1 Please give us as much notice of the appointment as possible. You must provide us with a signed statement providing the date and time of the appointment and confirming:
- (a) that you meet one of the eligibility criteria in 3.
  - (b) that the purpose of the time off is to accompany the pregnant woman to an antenatal appointment; and
  - (c) that the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.

**4. Time off for accompanying a pregnant woman: amount of time off**

- 4.1 You may take time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy.
- 4.2 You must not take more than six and a half hours off for each appointment, including travel and waiting time.
- 4.3 Time off to attend these appointments is unpaid.
- 4.4 If you wish to take time off to attend further antenatal appointments, you should request annual leave.

## **Time off for adoption appointments policy**

### **1. Time off for an adoption appointment**

- 1.1 An adoption appointment is an appointment arranged by an adoption agency (or at the agency's request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption.
- 1.2 You may take time off to attend an adoption appointment once the agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.
- 1.3 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).

### **2. If you are adopting a child with another person**

- 2.1 Where you and your partner are adopting a child, you must decide between you who will be treated as the primary adopter and who will be treated as the secondary adopter for the purposes of time off. You must tell us your decision the first time you request time off for an adoption appointment. This will affect how much time you can take off.
- 2.2 You would usually choose to be the primary adopter if you intend to take adoption leave when the child is placed with you. You would not be able to take paternity leave if you have elected to be the primary adopter.
- 2.3 You would usually choose to be the secondary adopter if you intend to take paternity leave when the child is placed with you, although you may be able to take adoption leave if your partner is not taking it.

### **3. If you are adopting a child alone**

- 3.1 If you are adopting a child alone, you are treated as the primary adopter.

### **4. If you are adopting more than one child**

- 4.1 If the agency is placing more than one child with you as part of the same arrangement, this is treated as one adoption and will not increase the number of appointments you can take time off to attend. Any time off under this policy must be taken before the first child is placed with you.

**5. Amount of time off**

- 5.1 If you are adopting on your own or have elected to be the primary adopter, you may take paid time off to attend an adoption appointment on up to five occasions in relation to any particular adoption.
- 5.2 If you are the secondary adopter, you may take unpaid time off to attend an adoption appointment on up to two occasions only.
- 5.3 You must not take more than six and a half hours off for each appointment, including travel and waiting time.

**6. How to book time off**

- 6.1 Please give us as much notice of the appointment as possible. You must provide your manager with a signed statement or an email confirming:
- (a) The date and time of the appointment.
  - (b) That the appointment has been arranged or requested by the adoption agency.
  - (c) Whether you are adopting a child alone or jointly with another person.
  - (d) If you are adopting with another person, whether you are electing to take paid or unpaid time off.
- 6.2 If you are an agency worker, you may have to notify your agency as well. You should check with the agency.
- 6.3 We may sometimes ask you to try and rearrange an appointment where it is reasonable to do so. In exceptional circumstances we reserve the right to refuse a request for a particular appointment, but we will not do so without good reason.

## Maternity policy

### 7. About this policy

7.1 Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in our Time off for Antenatal Appointments Policy.

### 8. Entitlement to maternity leave

8.1 All employees are entitled to up to 52 weeks' maternity leave, consisting of 26 weeks' ordinary maternity leave (**OML**) and 26 weeks' additional maternity leave (**AML**).

8.2 In some cases, you and your spouse or partner may be eligible to opt into the shared parental leave (**SPL**) scheme which gives you more flexibility to share the leave and pay available in the first year. You will need to give us at least eight weeks' notice to opt into SPL, and you must remain on maternity leave until at least two weeks after birth. For information about SPL, see our Shared Parental Leave (Birth) Policy.

### 9. Notification

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

9.2 Before the end of the fifteenth week before the week that you expect to give birth (**Qualifying Week**), or as soon as reasonably practical afterwards, you must tell us:

- (a) the week in which your doctor or midwife expects you to give birth (**Expected Week of Childbirth**); and
- (b) the date on which you would like to start your maternity leave (**Intended Start Date**).

9.3 We will write to you within 28 days to tell you the date we will expect you to return to work if you take your full maternity leave entitlement (**Expected Return Date**).

9.4 Once you receive a certificate from a doctor or midwife confirming your Expected Week of Childbirth (MATB1), you must provide us with a copy.

### 10. Starting maternity leave

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

10.2 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.

- 10.3 Your maternity leave should normally start on the Intended Start Date. However, it may start earlier if you give birth before your Intended Start Date, or if you are absent for a pregnancy-related reason in the last four weeks before your Expected Week of Childbirth. In either of those cases, maternity leave will start on the following day.
- 10.4 Shortly before your maternity leave is due to start, 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.

## **11. Statutory maternity pay**

- 11.1 Statutory maternity pay (**SMP**) 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. The first six weeks SMP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year.

## **12. Company maternity pay**

- 12.1 You will qualify for Tier 1 company maternity pay if you have more than 12 months and less than 2 years employment with us at the end of the Qualifying Week and have not received any company maternity pay, company adoption pay or company shared parental pay from us during the 12 month period ending with the Qualifying Week. You will receive:
- 12.2 100% of your basic pay for the first 6 weeks (this amount is inclusive of your SMP)
- 12.3 50 % of your basic pay for the next 6 weeks (this amount is inclusive of your SMP)
- 12.4 The SMP rate for the last 27 weeks
- 12.5 You will qualify for Tier 2 company maternity pay if you have between 2 and 4 years continuous employment with us at the end of the Qualifying Week and have not received any company maternity pay, company adoption pay or company shared parental pay from us during the 12 month period ending with the Qualifying Week. You will receive:
- 12.6 100% of your basic pay for the first 6 weeks (this amount is inclusive of your SMP)
- 12.7 50 % of your basic pay for the next 12 weeks (this amount is inclusive of your SMP)
- 12.8 The SMP rate for the last 19 weeks

- 12.9 You will qualify for Tier 3 company maternity pay if you have over 4 years continuous employment with us at the end of the Qualifying Week and have not received any company maternity pay, company adoption pay or company shared parental pay from us during the 12 month period ending with the Qualifying Week. You will receive:
- 12.10 100% of your basic pay for the first 12 weeks (this amount is inclusive of your SMP)
- 12.11 50 % of your basic pay for the next 12 weeks (this amount is inclusive of your SMP)
- 12.12 The SMP rate for the last 16 weeks
- 12.13 Any maternity leave after 39 weeks will be unpaid.
- 12.14 Payment of company maternity pay is conditional upon you confirming in writing, prior to starting maternity leave, that you intend to return to work for at least 12 months after maternity leave. If you do not return to work for this minimum period any company maternity pay (but not SMP) must be repaid.
- 12.15 You do not have to repay company maternity pay if the Company terminates your employment, unless:
- 12.16 it was entitled to and did terminate your employment summarily; or
- 12.17 it terminated your employment pursuant to an application by you for voluntary redundancy

### **13. During maternity leave**

- 13.1 With the exception of terms relating to pay, your terms and conditions of employment remain in force during OML and AML.
- 13.2 Holiday entitlement will continue to accrue during maternity leave. If your maternity leave will continue into the next holiday year, any holiday entitlement that is not taken or cannot reasonably be taken before starting your maternity 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 maternity leave. All holiday dates are subject to approval by your manager.
- 13.3 If you are a member of the pension scheme, we shall make employer pension contributions during OML and any period of paid AML, 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 maternity pay you are receiving, unless you inform your manager that you wish to make up any shortfall.

**14. Keeping in touch**

- 14.1 We may make reasonable contact with you from time to time during your maternity leave although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 14.2 You may work (including attending training) on up to ten "keeping-in-touch" days during your maternity leave. This is not compulsory and must be discussed and agreed with your manager.
- 14.3 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.

**15. Returning to work**

- 15.1 You must return to work on the Expected Return Date unless you tell us otherwise. If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior 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.
- 15.2 You are normally entitled to return to work in the position you held before starting maternity leave, and on the same terms of employment. However, if you have taken AML 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.
- 15.3 If you want to change your hours or other working arrangements on return from maternity leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 15.4 If you decide you do not want to return to work, you should give notice of resignation in accordance with your contract.

## Adoption policy

### 16. About this policy

- 16.1 This policy sets out the arrangements for adoption leave and pay for employees who are adopting a child through a UK adoption agency. If you are adopting through an overseas adoption agency we will advise you of the relevant requirements.
- 16.2 Arrangements for time off for adoption appointments are set out in our Time off for Adoption Appointments Policy.
- 16.3 In some cases, you and your spouse or partner may be eligible to opt into the shared parental leave (**SPL**) scheme which gives you more flexibility to share the leave and pay available in the first year. You will need to give us at least eight weeks' notice to opt into SPL, and one of you must take at least two weeks' adoption leave. For information about SPL, see our Shared Parental Leave (Adoption) Policy.
- 16.4 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.

### 17. Entitlement to adoption leave

- 17.1 You are entitled to adoption leave if you meet all the following conditions:
- (a) You are adopting a child through a UK or overseas adoption agency.
  - (b) 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**).
  - (c) You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
  - (d) Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).
- 17.2 The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (**OAL**) and 26 weeks' Additional Adoption Leave (**AAL**).

### 18. Notification requirements

- 18.1 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**).

- 18.2 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.
- 18.3 Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.

## **19. Starting adoption leave**

- 19.1 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.
- 19.2 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.

## **20. Adoption pay**

- 20.1 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. The first six weeks SAP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year. For further information please speak to your manager.

## **21. During adoption leave**

- 21.1 All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay.
- 21.2 Holiday entitlement will continue to accrue during adoption leave. If your adoption leave will continue into the next holiday year, any holiday entitlement that is not taken or 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.
- 21.3 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 us that you wish to make up any shortfall.

## **22. Keeping in touch**

- 22.1 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.
- 22.2 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 your manager.
- 22.3 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.

## **23. Returning to work**

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 If you decide you do not want to return to work, you should give notice of resignation in accordance with your contract.

## **Paternity policy**

### **1. About this policy**

- 1.1 This policy outlines when an employee may be entitled to paternity leave and paternity pay, and sets out the arrangements for taking it.
- 1.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.
- 1.3 You may be entitled to time off to accompany your partner to antenatal appointments or to attend adoption appointments. For more information, see the Time off for Antenatal Appointments Policy or the Time off for Adoption Appointments Policy.
- 1.4 In some cases, you and your partner may be eligible to opt into the shared parental leave (**SPL**) scheme which gives you more flexibility to share the leave and pay available in the first year. This is in addition to your right to paternity leave. For information about SPL, see our Shared Parental Leave (Birth) and Shared Parental Leave (Adoption) Policies.

### **2. Entitlement to paternity leave**

- 2.1 Paternity leave is available on the birth of a child if:
- (a) you are the biological father and will have some responsibility for the child's upbringing;
  - (b) you are the partner (that is, spouse, civil partner or cohabiting partner) of the mother, and will have the main responsibility (with the mother) for the child's upbringing; or
  - (c) the child is born to a surrogate mother where you are, or your partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your partner legal responsibility for the child.
- 2.2 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.
- 2.3 In adoption or surrogacy cases you may be entitled to take adoption leave instead (see our Adoption Policy). However, adoption leave may only be taken by one parent. Paternity leave is available to the other parent (of either sex).

### **3. Stillbirth and neonatal loss**

- 3.1 If eligible, you are entitled to paternity leave and pay if your child is stillborn after 24 weeks of pregnancy or is born alive at any stage of pregnancy but does not survive (neonatal loss).

However, you may have less time in which to take your leave under

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#### 4. Taking paternity leave

4.1 Paternity leave is a period of up to two weeks' leave taken when a child is born or placed with you for adoption. You may choose to take:

- (a) a single period of leave of either one week or two weeks; or
- (b) two separate periods of leave of one week each.

4.2 You can start your leave on the date of birth or placement, or a later date of your choosing. Leave can be taken within 52 weeks of the birth or placement. (If the baby is premature, the period ends 52 weeks after the start of the expected week of childbirth.)

4.3 If you wish to take paternity leave, you must give us written evidence of your entitlement by the end of the 15th week before the expected week of childbirth (or no more than seven days after the adoption agency notified you of being matched with a child), or as soon as you reasonably can. This notice should state:

- (a) Either:
  - (i) the expected week of childbirth (and, in surrogacy cases, that you and your partner are parental order parents of the child); or
  - (ii) the date on which the adopter was notified of having been matched with the child, the date on which the child is expected to be placed with the adopter and that you wish to receive paternity pay rather than adoption pay in respect of the child; and
- (b) that you are the father of the child, or that you are not the child's father but are either the spouse, civil partner or partner of the child's mother or adopter (or, in surrogacy cases, of the other parental order parent); and
- (c) that you expect to have the main responsibility (apart from your spouse, civil partner or partner) for the child's upbringing.

4.4 To choose a period of paternity leave, you must give us written notice at least 28 days before the chosen start date (or no more than seven days after the adoption agency notifies you of being matched with a child), or as soon as you reasonably can, stating:

- (a) the start date of the leave (which may be a specified date after the start of the expected week of childbirth or the expected adoption placement date, the actual date of the birth or adoption placement, or a specified number of days after the birth or adoption placement); and
- (b) the duration of the leave; and

- (c) that the purpose of the leave will be to care for the child or to support the child's mother or adopter (or, in surrogacy cases, the other parental order parent).
- 4.5 You can change the intended start date by giving us written notice at least 28 days before the earlier of the original start date or the new start date (or as soon as you reasonably can). Your notice of variation must confirm that the purpose of the new period of leave is to care for the child or to support the child's mother or adopter (or, in surrogacy cases, the other parental order parent).
- 4.6 You can cancel a period of leave by giving us written notice at least 28 days before the start date, or as soon as you reasonably can.
- 4.7 You must give us written notice of the child's date of birth or placement for adoption as soon as you reasonably can afterwards.
- 4.8 You will still be able to take paternity leave on your chosen dates if your child dies or is stillborn, if an adoption placement is ended, or (in surrogacy cases) if a parental order is not sought within six months of birth or an application for a parental order is refused. If you wish to vary the dates you have chosen for your paternity leave period, please speak to your manager. If you have not already notified us of your chosen dates before one of these events occurs, you may still choose to take paternity leave, but it must be taken within the next eight weeks. You may also be entitled to take parental bereavement leave (see our Parental bereavement leave policy).
- 5. Paternity pay**
- 5.1 Statutory paternity pay (SPP) is payable during paternity leave, 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 SPP is set by the government each tax year.
- 5.2 You will qualify for enhanced paternity pay if you have been continuously employed during the 12 month period ending with the Qualifying Week and have not received any enhanced paternity pay, maternity pay, adoption pay or shared parental pay from our employment during the 12 month period ending with the Qualifying Week. This is paid at the rate of your normal basic salary during paternity leave and includes any SPP that may be due for that period.
- 5.3 In order to receive enhanced paternity pay you must first confirm in writing that you intend to return to work for at least 12 months after your paternity leave (and any SPL in respect of the

same child), and that you agree to repay any enhanced paternity pay (but not SPP) if you later decide not to work this minimum period.

## **6. During paternity leave**

- 6.1 All the usual terms and conditions of your employment remain in force during paternity leave, except for the terms relating to pay.
- 6.2 Holiday entitlement will continue to accrue during paternity leave. If your paternity leave will continue into the next holiday year, any holiday entitlement that is not taken or cannot reasonably be taken before starting your paternity 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 paternity leave. All holiday dates are subject to approval by your manager.
- 6.3 If you are a member of our pension scheme, we will make employer pension contributions during paternity leave, based on your normal salary, in accordance with the scheme rules. Any employee contributions you make will be based on the amount of any paternity pay you are receiving, unless you inform us that you wish to make up any shortfall.

## **Shared parental leave (birth) policy**

### **24. About this policy**

- 24.1 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 the Shared Parental Leave (Adoption) Policy instead.
- 24.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.
- 24.3 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

### **25. Frequently used terms**

- 25.1 The definitions in this paragraph apply in this policy.

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

- 2 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).
- 3 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.
- 4 Qualifying Week:** the fifteenth week before the EWC.

**26. What is shared parental leave?**

- 26.1 Shared parental leave (**SPL**) is a form of leave that may be available if your child is expected to be born on or after 5 April 2015.
- 26.2 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 work at the same time or at different times. You may be able to take leave in more than one block.

**27. Entitlement to SPL**

- 27.1 You are entitled to SPL in relation to the birth of a child if:
- (a) you are the child's mother and share the main responsibility for the care of the child with the child's father or with your partner.
  - (b) you are the child's father and share the main responsibility for the care of the child with the child's mother; or
  - (c) 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).
- 27.2 The following conditions must also be fulfilled:
- (a) 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.
  - (b) the other parent must have worked (in an employed or self-employed capacity) for at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 (or any revised rate set by the government) during 13 of those weeks; and

- (c) 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.
- 27.3 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).
- 27.4 If you are the mother, you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.
- 27.5 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.

## **28. Opting in to shared parental leave and pay**

- 28.1 Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:
- (a) your name and the name of the other parent.
  - (b) if you are the child's mother, the start and end dates of your maternity leave.
  - (c) 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.
  - (d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken.
  - (e) 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).
  - (f) 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 MA period taken or to be taken).
  - (g) 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).
  - (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see 9 and 10 for information on taking

leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and

- (i) declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

## **29. Ending your maternity leave**

29.1 If you are the child's mother and want to opt into 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.

29.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see 5) 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.

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

29.4 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:

- (a) 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.
- (b) 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
- (c) if the other parent has died.

29.5 Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless 6.4(b) applies.

## **30. Ending your partner's maternity leave or pay**

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

- (a) returned to work.
- (b) given her employer a curtailment notice to end her maternity leave.

- (c) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
- (d) given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

### **31. Evidence of entitlement**

31.1 You must also provide on request:

- (a) 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
- (b) The name and address of the other parent's employer (or a declaration that they have no employer).

### **32. Booking your SPL dates**

- 32.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.
- 32.2 The period of leave notice can either give the dates you want to take leave or, if the child has not been born yet, it can state the number of days after birth that you want the leave to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of birth and wish to take SPL straight afterwards.
- 32.3 Leave must be taken in blocks of at least one week.
- 32.4 If your period of leave notice gives a single continuous block of SPL, you will be entitled to take the leave set out in the notice.
- 32.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in 10, below.
- 32.6 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; see 11).

### **33. Procedure for requesting split periods of SPL**

- 33.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods 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.

33.2 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached 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:

- (a) 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
- (b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case the notice will not be counted, and you may submit a new one if you choose).

#### **34. Changing the dates or cancelling your SPL**

34.1 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.

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

34.3 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 or the new end date, whichever is earlier.

34.4 You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see 11.2 and 11.3 above which set out how much notice is required.

34.5 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see 11.2 and 11.3 above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in 10.

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

- (a) it is a result of your child being born earlier or later than the EWC.

- (b) you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under 10.2.
- (c) it is at our request; or
- (d) we agree otherwise.

### **35. Premature birth**

35.1 Where the child is born early (before the beginning of the EWC), you may be able to start SPL in the eight weeks following birth even though you cannot give eight weeks' notice. The following rules apply:

- (a) If you have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but your child is born early, you can move the SPL start date forward by the same number of days, provided you notify us in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary.)
- (b) If your child is born more than eight weeks early and you want to take SPL in the eight weeks following birth, please submit your opt-in notice and your period of leave notice as soon as you can.

### **36. Shared parental pay**

36.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by you or your partner) if 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. ShPP is paid by employers at a rate set by the government each year.

36.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

### **37. Other terms during shared parental leave**

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

37.2 Holiday entitlement will continue to accrue during SPL. If your SPL will continue into the next holiday year, any holiday entitlement that is not taken or cannot reasonably be taken before starting your SPL 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 SPL. All holiday dates are subject to approval by your manager.

- 37.3 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.

## **38. Keeping in touch**

- 38.1 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.
- 38.2 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.
- 38.3 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.

## **39. Returning to work**

- 39.1 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If have already given us three period of leave notices you will not be able to end your SPL early without our agreement.
- 39.2 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.
- 39.3 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 into 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:
- (a) 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
  - (b) if you took SPL consecutively with more than four weeks of ordinary parental leave.

- 39.4 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.
- 39.5 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

### 40. About this policy

- 40.1 This policy outlines the arrangements for shared parental leave and pay in relation to the adoption of a child. If you or your partner are pregnant or have given birth, please see the Shared Parental Leave (Birth) Policy instead.
- 40.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.
- 40.3 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

### 41. Frequently used terms

- 41.1 The definitions in this paragraph apply in this policy.

**5 Partner:** your spouse, civil partner or someone living with you in an enduring family relationship at the time the child is placed for adoption, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

**6 Qualifying Week:** the week the adoption agency notifies you that you have been matched with a child for adoption.

### 42. What is shared parental leave?

- 42.1 Shared parental leave (**SPL**) is a form of leave that may be available where a child is placed with you and/or your partner for adoption on or after 5 April 2015.
- 42.2 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 work at the same time or at different times. You may be able to take leave in more than one block.

### 43. Entitlement

- 43.1 You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption, or where a child is placed with you and/or your partner as foster parents under a "fostering for adoption" or "concurrent planning" scheme. You must intend to share the main responsibility for the care of the child with your partner.
- 43.2 The following conditions must be fulfilled:

- (a) 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.
  - (b) your partner must have worked (in an employed or self-employed capacity) for at least 26 of the 66 weeks before the Qualifying Week and had average weekly earnings of at least £30 (or any revised rate set by the government) during 13 of those weeks; and
  - (c) you and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay (**SAP**).
- 43.3 Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.
- 43.4 If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see our Paternity Leave Policy). You should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.
- 43.5 The total amount of SPL available is 52 weeks, less the weeks of adoption leave taken by either you or partner (or the weeks in which your partner has been in receipt of SAP if they were not entitled to adoption leave).
- 44. Opting in to shared parental leave and pay**
- 44.1 Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice which includes:
- (a) your name and your partner's name.
  - (b) if you are taking adoption leave, your adoption leave start and end dates.
  - (c) if you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP.
  - (d) the total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner.
  - (e) how many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation).

- (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken).
- (g) how many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation).
- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see 9 and paragraph 10 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- (i) declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

#### **45. Ending your adoption leave**

- 45.1 If you are taking or intend to take adoption leave and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your adoption leave (a curtailment notice). The notice must state the date your adoption leave will end. You can give the notice before or after adoption leave starts, but you must take at least two weeks' adoption leave.
- 45.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see 5) or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.
- 45.3 If your partner is eligible to take SPL from their employer, they cannot start it until you have given us your curtailment notice.
- 45.4 The curtailment notice is binding on you and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:
  - (a) if you realise that neither you nor your partner 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.
  - (b) if your partner has died.
- 45.5 Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme.

#### **46. Ending your partner's adoption leave or pay**

- 46.1 If your partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your partner has either:

- (a) returned to work.
- (b) given their employer a curtailment notice to end adoption leave; or
- (c) given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

#### **47. Evidence of entitlement**

47.1 You must provide on request:

- (a) One or more documents from the adoption agency showing the agency's name and address and the expected placement date; and
- (b) The name and address of your partner's employer (or a declaration that they have no employer).

#### **48. Booking your SPL dates**

48.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.

48.2 The period of leave notice can either give the dates you want to take SPL or, if the child has not been placed with you yet, it can state the number of days after the placement that you want the SPL to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of placement and wish to take SPL straight afterwards.

48.3 Leave must be taken in blocks of at least one week.

48.4 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.

48.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in paragraph 10, below.

48.6 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; see 11).

#### **49. Procedure for requesting split periods of SPL**

49.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods 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.

- 49.2 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached 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:
- (a) 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
  - (b) 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 one if you choose).

## **50. Changing the dates or cancelling your SPL**

- 50.1 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.
- 50.2 You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.
- 50.3 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 or the new end date, whichever is earlier.
- 50.4 You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see 11.2 and 11.3 above which set out how much notice is required.
- 50.5 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see 11.2 and 11.3 above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 10.
- 50.6 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:

- (a) the variation is a result of the child being placed with you earlier or later than the expected placement date.
- (b) you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under 10.2.
- (c) the variation is at our request; or
- (d) we agree otherwise.

## **51. Shared parental pay**

- 51.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SAP claimed by you or your partner) 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. ShPP is paid at a rate set by the government each year.
- 51.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

## **52. Other terms during shared parental leave**

- 52.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
- 52.2 Holiday entitlement will continue to accrue during SPL. If your SPL will continue into the next holiday year, any holiday entitlement that is not taken or cannot reasonably be taken before starting your SPL 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 SPL. All holiday dates are subject to approval by your manager.
- 52.3 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.

## **53. Keeping in touch**

- 53.1 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.

- 53.2 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 adoption leave. KIT days are not compulsory and must be discussed and agreed with your manager.
- 53.3 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.

#### **54. Returning to work**

- 54.1 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.
- 54.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written 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 our business.
- 54.3 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 into 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:
- (a) if your SPL and any adoption or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
  - (b) if you took SPL consecutively with more than four weeks of ordinary parental leave.
- 54.4 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.
- 54.5 If you decide you do not want to return to work, you should give notice of resignation in accordance with your contract.

## Parental leave policy

### 1. About this policy

- 1.1 This policy summarises the statutory right of employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.
- 1.2 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

### 2. Entitlement to parental leave

- 2.1 To be eligible for parental leave, you must:
- (a) have or expect to have responsibility for a child; and
  - (b) be taking the leave to spend time with or otherwise care for the child.
- 2.2 You have responsibility for a child if you are the biological or adoptive parent or have legal parental responsibility in some other way, for example under a court order.
- 2.3 Eligible employees are entitled to take up to 18 weeks' parental leave in relation to each child.
- 2.4 You must tell us of any parental leave you have taken while working for another employer as this counts towards your 18-week entitlement.

### 3. Taking parental leave

- 3.1 In most cases, parental leave can only be taken in blocks of a week or a whole number of weeks, and you may not take more than four weeks' parental leave a year in relation to each child. Parental leave can be taken up to the child's 18th birthday.
- 3.2 Special rules apply where your child is disabled, which for these purposes means entitled to a disability living allowance, armed forces independence allowance or personal independence payment. You can take parental leave in respect of that child in blocks of less than one week. However, there is still a limit of 4 weeks a year for each child and 18 weeks in total for each child.

### 4. Notification requirements

- 4.1 You must notify your manager of your intention to take parental leave at least 21 days in advance. It would be helpful if you can give this notice in writing. Your notification should include the start and end dates of the requested period of leave.

- 4.2 If you wish to start parental leave immediately on the birth of a child, you must give notice at least 21 days before the expected week of childbirth.
- 4.3 If you wish to start parental leave immediately on having a child placed with you for adoption, you should give notice at least 21 days before the expected week of placement, or if this is not possible, give as much notice as you can.

## **5. Evidence of entitlement**

- 5.1 We may ask to see evidence of:
- (a) your responsibility or expected responsibility for the child such as birth certificate, adoption or matching certificate, parental responsibility agreement or court order.
  - (b) the child's date of birth or date of adoption placement.

## **6. Our right to postpone parental leave**

- 6.1 Although we will try to accommodate your request for parental leave, we may postpone your requested leave where it would unduly disrupt our business (for example, if it would leave us short-staffed or unable to complete work on time).
- 6.2 We will discuss alternative dates with you and notify you in writing of the reason for postponement and the new start and end dates, within seven days of receiving your request for parental leave.
- 6.3 We cannot postpone parental leave if you have requested it to start immediately on the birth or adoption of a child.
- 6.4 We cannot postpone parental leave for more than six months, or beyond the child's 18th birthday (if sooner).

## **7. Terms and conditions during parental leave**

- 7.1 Parental leave is unpaid.
- 7.2 Your employment contract will remain in force, and holiday entitlement will continue to accrue. You will remain bound by your duties of good faith and confidentiality, and any contractual restrictions on accepting gifts and benefits, or working for another business.

## Time off for dependants' policy

### 1. About this policy

- 1.1 The law recognises that there may be occasions when you need to take time off work to deal with unexpected events involving one of your dependants.
- 1.2 This time off for dependants' policy gives all employees the right to take a reasonable amount of unpaid time off work to deal with certain situations affecting their dependants.
- 1.3 No-one who takes time off in accordance with this policy will be subjected to any detriment.
- 1.4 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

### 2. Reasonable unpaid time off

- 2.1 You have a right to take a reasonable amount of unpaid time off work when it is necessary to:
- (a) provide assistance when a dependant falls ill, gives birth, is injured or assaulted.
  - (b) make longer-term care arrangements for a dependant who is ill or injured.
  - (c) take action required in consequence of the death of a dependant.
  - (d) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill); and/or
  - (e) deal with an unexpected incident involving your child while a school or another educational establishment is responsible for them.
- 2.2 A **dependant** for the purposes of this policy is:
- (a) an employee's spouse, civil partner, parent or child.
  - (b) a person who lives in the same household as the employee, but who is not their tenant, lodger, boarder or employee; or
  - (c) anyone else who reasonably relies on the employee to provide assistance, make arrangements or take action of the kind referred to in 2.1.
- 2.3 This policy applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where you need to take planned time off or provide longer-term care for a dependant. If this is the case, you should take advice from your manager.

2.4 Whether action is considered necessary will depend on the circumstances, including nature of the problem, the closeness of the relationship between you and the dependant, and whether anyone else is available to assist. Action is unlikely to be considered necessary if you knew of a problem in advance but did not try to make alternative care arrangements.

2.5 Reasonable time off in relation to a particular problem will not normally be more than one day. However, we will always consider each set of circumstances on their facts.

### **3. Exercising the right to time off**

3.1 You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your manager:

- (a) the reason for your absence; and
- (b) how long you expect to be away from work.

3.2 If you fail to notify us as set out above, you may be subject to disciplinary proceedings under our Disciplinary Procedure for taking unauthorised time off.

3.3 We may in some cases ask you to provide evidence for your reasons for taking the time off, either in advance or on your return to work. Suspected abuse of this policy will be dealt with as a disciplinary issue under our Disciplinary Procedure.

## **Bereaved partner's paternity leave**

### **2 About this policy**

- 2.1 The purpose of this policy is to set out the arrangements for bereaved partner's paternity leave (BPPL), which is a type of leave intended to help employees deal with the death of a partner who is the primary carer for their child, either during the first 52 weeks after the child's birth, or the first 52 weeks after their placement for adoption.
- 2.2 Where you have sufficient length of service, and your partner was in paid work before the birth or adoption placement, you may be eligible for shared parental leave and pay under our Shared Parental Leave Policy. This is likely to be more beneficial than BPPL.
- 2.3 This policy does not form part of any contract of employment.

### **3 Who does this policy apply to?**

- 3.1 This policy applies to employees only. It does not apply to agency workers, consultants, self-employed contractors, volunteers or interns.

### **4 Eligibility for BPPL**

- 4.1 You are entitled to BPPL if:
- (a) a child's primary carer has died within 52 weeks of the child's birth or the date the child was placed for adoption;
  - (b) you are either the child's father or the partner of the child's primary carer; and
  - (c) you are taking leave to care for the child.
- 4.2 The primary carer means either:
- (a) the child's mother.
  - (b) in an adoption case, a person with whom the child has been placed for adoption (and if the child was placed jointly with you, the person who you have jointly chosen to be entitled to adoption leave).
  - (c) in a surrogacy case, the person who is the intended parent (and in a case where you are both intended parents, the person who you have jointly chosen to be entitled to adoption leave).

### **5 Length of BPPL**

- 5.1 BPPL is a single period of leave that can start at any time after the bereavement and can last up to 52 weeks after the date of birth or adoption placement.

- 5.2 If the bereavement takes place in the last two weeks of that 52-week period, you can take BPPL for up to two weeks after the bereavement.

## **6 Starting BPPL within eight weeks of bereavement**

- 6.1 To start BPPL in the first eight weeks after the bereavement, please tell your manager as soon as possible, but in any event before you are due to start work on the first day of BPPL.
- 6.2 You must then provide the information set out in paragraph 8 below, no more than eight weeks after the bereavement, and at least one week before your return to work (whichever is earlier).
- 6.3 You can change the start date for BPPL in the first eight weeks if you notify us before the the old or new start date, whichever is earlier.
- 6.4 BPPL can be cancelled if you tell us at any time before the start date, and can be re-booked by giving notice under paragraph 6.1 or, if you wish to start BPPL more than eight weeks after the bereavement, a week's written notice under paragraph 7.1

## **7 Starting BPPL more than eight weeks after bereavement**

- 7.1 To start BPPL more than eight weeks after the bereavement, please give your manager at least a week's written notice, including all the information set out in paragraph 8 below.
- 7.2 BPPL can be cancelled with a week's written notice, and can be re-booked by giving a week's written notice.

## **8 Written notice**

- 8.1 The information required in writing under paragraph 6 or paragraph 7 is as follows:
- (a) the date of bereavement;
  - (b) the child's date of birth or placement for adoption;
  - (c) the date you started BPPL;
  - (d) the date you intend to return to work; and
  - (e) confirmation that you meet the eligibility conditions in paragraph 15.

## **9 Pay**

- 9.1 If you are entitled to statutory paternity pay (SPP) and have not yet received it, you may claim it during your BPPL. SPP is payable for a maximum of two weeks at a rate set by the government each tax year.
- 9.2 Otherwise, BPPL is unpaid.

## **10 Terms and conditions during BPPL**

- 10.1 With the exception of terms relating to pay, your terms and conditions of employment remain in force during BPPL.
- 10.2 Holiday entitlement will continue to accrue during BPPL and can be carried over to the next holiday year if you are unable to take it during the holiday year in which it accrues due to taking BPPL.

## **11 Keeping in touch**

- 11.1 We may make reasonable contact with you from time to time during your BPPL.
- 11.2 You may ask or be asked to work (including attending training) for up to ten "keeping-in-touch" days (KIT days) during your BPPL. This is not compulsory and must be discussed and agreed with your manager.
- 11.3 You will be paid at your normal basic rate of pay for time spent working on a KIT day.

## **12 Changing your return-to-work date**

- 12.1 If you want to change the date you intend to return to work, you must let us know in writing as follows:
- (a) if your old return date was eight weeks or less after the bereavement, please give one week's notice before the earlier of the old or new return date.
  - (b) if your old return date was more than eight weeks after the bereavement, please give eight weeks' notice before the earlier of the old or new return date.
- 12.2 Your return to work date cannot be later than 52 weeks after the date of birth or placement for adoption. If you need more time off, you may request holiday or parental leave.

## Neonatal Care Leave Policy

### 13 About this policy

- 13.1 The purpose of this policy is to set out the arrangements for neonatal care leave, which is intended to help employees whose baby requires specialist neonatal care after birth.
- 13.2 This policy does not form part of any contract of employment or other contract to provide services, and we may amend it at any time.

### 14 Who does this policy apply to?

This policy applies to employees only. It does not apply to agency workers, consultants, self-employed contractors, volunteers or interns.

### 15 Neonatal care

**Neonatal care** is medical care of a child that starts within 28 days of birth. This covers any hospital treatment, including treatment in a special care baby unit (SCBU), local neonatal unit (LNU) or neonatal intensive care unit (NICU), as well as treatment in a maternity home, clinic or hospital outpatient department. It also includes ongoing monitoring and home visits from healthcare professionals directed by a consultant and arranged by the hospital where the child was an inpatient. It can include palliative or end of life care.

### 16 Entitlement to neonatal care leave

- 16.1 Neonatal care leave (NCL) is available once a child has received neonatal care for an uninterrupted period of seven days, not counting the day on which the neonatal care starts. Each uninterrupted week of neonatal care is a **qualifying week**. Part weeks are not included.
- 16.2 In adoption cases, a qualifying week only includes time spent in neonatal care after the date the child was placed with you or, for adoption from overseas, after the date the child entered the UK.
- 16.3 You are entitled to one week of NCL for each qualifying week of neonatal care, up to a maximum of 12 weeks.

### 17 Eligibility for neonatal care leave

- 17.1 You may be eligible for neonatal care leave if you are:
- (a) The child's parent;
  - (b) Their intended parent under a surrogacy arrangement;

- (c) Their adopter or prospective adopter via a UK adoption agency or an adoption from overseas;
- (d) The partner of any of the above at the date of birth or (in the case of adoptions) at the date of placement by a UK adoption agency or the date the child entered the UK if adopting from overseas;

and you have or expect to have responsibility for the child's upbringing (or, if you are the partner of the child's mother, the main responsibility apart from any responsibility of the mother).

## 18 Taking neonatal care leave

- 18.1 NCL cannot be taken during the waiting period which is the first week of neonatal care. In many cases you may already be on maternity, paternity, adoption, or shared parental leave during the waiting period. If not, please talk to your manager if you need time off, which may be available as paid holiday or unpaid time off for dependents (see our Time Off for Dependents Policy).
- 18.2 NCL can be taken any time after the waiting period, up to 68 weeks after the date of birth.
- 18.3 The rules for taking NCL depend on whether NCL is being taken in a Tier 1 period or a Tier 2 period. The rules are more flexible during a Tier 1 period.
- 18.4 The **Tier 1 period** starts after the waiting period and lasts until seven days after neonatal care has ended. If you want to start NCL during a Tier 1 period:
- (a) Please notify your manager on or before the day you want to start your NCL. If you are giving notice on the day, this should be before the time you are due to start work. If you have already started work, you will start NCL on the following day. You may be able to take the rest of the day off under our Time Off for Dependents Policy where necessary.
  - (b) You must tell your manager the child's date of birth, the date neonatal care started and, if it has ended, the date it ended. You must give all the information required under paragraph 19 in writing within 28 days of the start of NCL.
  - (c) You can take NCL in one continuous period or split into multiple periods of one or more whole weeks.
  - (d) Where you intend to remain on NCL for more than one week, please notify your manager as soon as possible and in any case by the start of each subsequent week of NCL.
- 18.5 The **Tier 2 period** lasts from the end of the Tier 1 period until 68 weeks after the date of birth. If you want to start NCL during a Tier 2 period:
- (a) You must give 15 days' notice to take one week of NCL, or 28 days' notice to take two or more weeks of NCL.

- (b) The notice must be in writing and must contain the information set out at paragraph 19.
  - (c) NCL must be taken as one continuous period of a whole number of weeks.
- 18.6 If your child is discharged from neonatal care, but neonatal care starts again within the first 28 days after birth for a further qualifying week or more, the Tier 1 period will resume until 7 days after neonatal care ends.
- 18.7 Where neonatal care is ongoing when you give the notice required by paragraph 18.4 or paragraph 18.5, please notify your manager once the neonatal care ends. If your child starts to receive neonatal care again, please notify your manager of the start and end dates of the further period of neonatal care as soon as possible in each case.

## **19 Written information required**

- 19.1 You must provide the following information in writing:
- (a) Your name.
  - (b) Your child's date of birth.
  - (c) In UK adoption cases, the date of placement, or in overseas adoption cases, the date your child entered Great Britain.
  - (d) The start and end dates (if known) of any period(s) of neonatal care.
  - (e) The date the period of NCL started or will start.
  - (f) The number of weeks of NCL you intend to take or have taken.
  - (g) A declaration that the purpose of the NCL is to care for your child.

## **20 Cancelling NCL in the Tier 2 period**

- 20.1 You can cancel a planned period of NCL that is due to start in a Tier 2 period by telling us at least 15 days before the leave starts (for a single week of NCL) or 28 days before the leave starts (for two or more consecutive weeks of NCL).

## **21 Neonatal care pay**

- 21.1 You may qualify for statutory neonatal care pay (SNCP) during NCL if your average earnings are not less than the lower earnings limit set by the government each tax year, and you have at least 26 weeks' continuous employment by the end of the relevant week, which is:
- (a) the 15th week before the expected week of childbirth (in birth and surrogacy cases);
  - (b) the week in which the adoption agency or local authority notified you of a match (in UK adoption cases); or

- (c) the week before the neonatal care starts (in any other case).

You will already meet these criteria if you have qualified for statutory maternity pay (SMP), statutory paternity pay (SPP), statutory adoption pay (SAP) or Statutory Shared Parental Pay (ShPP).

- 21.2 SNCP is only payable in respect of whole weeks of NCL, at the same rate as statutory paternity pay. The rate is set by the government each tax year.

## **22 Interaction with other family leave**

- 22.1 Taking NCL does not affect your entitlement to other family leave and pay, such as maternity leave and pay (see our Maternity Leave Policy), adoption leave and pay, (see our Adoption Leave Policy), paternity leave and pay (see our Paternity Leave Policy), shared parental leave and pay (see our Shared Parental Leave Policy) or parental leave (see our Parental Leave Policy).
- 22.2 If you are taking maternity, adoption, paternity, parental or shared parental leave at the time your child starts neonatal care, you can take your NCL after that leave ends. You must give the relevant period of notice and written information set out above.
- 22.3 If your NCL is interrupted by the start of another pre-booked period of statutory family leave (such as paternity leave, parental leave or shared parental leave) then the interrupted NCL period will resume straight away after the other leave, provided you are still in the Tier 1 period (that is, if neonatal care is still ongoing or has ended within the last week). If you are now in a Tier 2 period (that is, the neonatal care ended more than a week ago) the remainder of the interrupted NCL must be added onto any further period of NCL that you are intending to take.
- 22.4 When booking a period of NCL in the Tier 2 period you must ensure it will not be interrupted by the start of another period of family leave that you have booked.

## Parental bereavement leave policy

### 1. About this policy

- 1.1 This policy sets out the arrangements for parental bereavement leave, which is a type of compassionate leave intended to help employees deal with the death of a child or a stillbirth after at least 24 weeks of pregnancy.
- 1.2 For compassionate leave in other circumstances please see our Compassionate Leave Policy.
- 1.3 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

### 2. Entitlement to parental bereavement leave

- 2.1 You may be entitled to parental bereavement leave if your child or a child in your care has died or been stillborn after 24 weeks of pregnancy.
- 2.2 Parental bereavement leave can be one week, two consecutive weeks, or two separate weeks. It can be taken at any time during the first 56 weeks after the child's death.

### 3. Parental bereavement pay

- 3.1 You may qualify for statutory parental bereavement pay (SPBP) during parental bereavement leave if:
- (a) you have at least 26 weeks' continuous employment ending on the Saturday before the child died; and
  - (b) you earn at least the lower earnings limit for class 1 national insurance contributions.
- 3.2 SPBP is only payable in respect of whole weeks of leave, at the same rate as statutory paternity pay. The rate is set by the government each tax year.

### 4. Leave in the first eight weeks

- 4.1 In the first eight weeks after a child has died, there is no need to give advance notice to take parental bereavement leave. Please notify your manager as soon as you can on the day you want your leave to start, preferably before the time you would normally start work, where possible.
- 4.2 If you have already started work, then your parental bereavement leave period will start on the following day.

4.3 You can cancel any planned parental bereavement leave in the first eight weeks by telling us at any time before the leave starts, and no later than the time you would normally start work on the first day of the leave period. You cannot cancel leave once it has started.

## **5. Leave after more than eight weeks**

5.1 To take parental bereavement leave more than eight weeks after the child has died, please give your manager at least a week's written notice.

5.2 Parental bereavement leave can be cancelled with a week's written notice and can be re-booked by giving a week's written notice.

## **6. Written confirmation**

6.1 We will ask you to confirm the following information in writing within 28 days of starting any period of parental bereavement leave:

- (a) your name.
- (b) the date the child died or was stillborn.
- (c) the dates of paid or unpaid parental bereavement leave taken; and
- (d) your relationship to the child.

## Carer's Leave Policy

### 1. About this policy

- 1.1 The law recognises and we respect that there may be occasions when you will need to take time off work to provide or arrange care for a dependant with a long-term care need. The purpose of this policy is to set out the circumstances in which we will give employees unpaid time off work to deal with these situations. For time off for dependants to deal with unexpected events, please see our Time off for Dependants Policy.
- 1.2 No-one who takes time off in accordance with this policy will be subjected to any detriment.
- 1.3 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

### 2. Time off

- 2.1 You have a right to take up to one week of unpaid time off work in each rolling 12-month period to provide or arrange care for a dependant with a long-term care need.
- 2.2 A **dependant** for the purposes of this policy is:
- (a) your spouse, civil partner, child or parent.
  - (b) a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
  - (c) anyone else who reasonably relies on you to provide or arrange care for them.
- 2.3 A dependant has a **long-term care need** for the purposes of this policy if:
- (a) they have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months.
  - (b) they have a disability for the purposes of the Equality Act 2010; or
  - (c) they require care for a reason connected with their old age.

### 3. Amount of time off

- 3.1 You may take a minimum of half a working day's leave under this policy and up to a maximum of one week's leave. You do not need to take the days consecutively, provided that you take no more than the equivalent of one working week's leave in each rolling 12-month period.
- 3.2 If the amount of time you work varies from week to week, a week's leave will be an average of a week's work:

- (a) If you have been employed for at least a year, this will be calculated by dividing the total of the periods for which you were normally required to work during the course of a week in the previous 12 months by 52.
- (b) If you have been employed for less than a year, this will be calculated by dividing the total of the periods for which you were normally required to work during the course of a week by the number of weeks you have been employed.

#### **4. Exercising the right to time off**

- 4.1 To take leave under this policy you must give to your manager the longer of: three days' notice or twice as many days' notice as the number of days you want to take off. For notice purposes a half day's leave requires a full day's notice.
- 4.2 The notice must:
  - (a) specify that you are entitled to take carer's leave in accordance with paragraph 2 of this policy; and
  - (b) specify the days you intend to take carer's leave and if you will take a full or a half day.
- 4.3 If you fail to notify us as set out above, you may be subject to disciplinary proceedings under our Disciplinary Procedure for taking unauthorised time off.
- 4.4 In some circumstances, where the operation of the business would be disrupted if you took leave, we may need to postpone your carer's leave. If we do this, we will allow you to take the same amount of leave you have requested at a mutually convenient time within one month of the first day you requested to take leave under this policy. If this happens, we will write to you within seven days of your request to take leave, setting out the reason for the postponement and the days we have agreed you can take carer's leave.
- 4.5 If you take carer's leave and any other statutory leave (for example, maternity or adoption leave) consecutively, carer's leave does not count when calculating the period of time, you have been away from work in respect of your right to return to the job in which you were previously engaged.

## Compassionate leave policy

### 1. About this policy

- 1.1 Compassionate leave is designed to help you deal with traumatic personal circumstances such as the death of a close relative, loss of a child or miscarriage before 24 weeks of pregnancy, or where a close relative such as a spouse (or partner where living as a couple), child, parent, brother or sister has a life-threatening illness or injury.
- 1.2 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

### 2. When compassionate leave may be available

- 2.1 You may make a request to take unpaid compassionate leave where a close relative has died, is critically ill with a life-threatening illness, or has suffered a life-threatening injury. The amount of time you are allowed to take will be confirmed to you by your manager.
- 2.2 In the event of the death of a child, including a stillbirth, please see our Parental Bereavement Leave Policy which applies instead of this policy.
- 2.3 We will consider requests for compassionate leave due to other traumatic events or difficult personal circumstances on a case-by-case basis.
- 2.4 If you are still unable to return to work following compassionate leave you should contact your manager. You may be able to take a period of annual leave, subject to your manager's approval.

### 3. Requesting compassionate leave

- 3.1 We recognise that it may not always be possible to request compassionate leave in advance. However, where it is possible, you should make a request to your manager.
- 3.2 Where it is not possible to request leave in advance you should contact your manager as soon as possible to tell them the reason for your absence. Someone can do this on your behalf if necessary.

## Flexible working policy

### 1. About this policy

- 1.1 This flexible working policy gives eligible employees an opportunity to request a change to their working pattern.
- 1.2 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 two months unless we have agreed a longer period with you.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### 2. Eligibility

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

- (a) be an employee;
- (b) not have made two flexible working requests during the last 12 months (which includes requests that have been withdrawn); and
- (c) not make a request to work flexibly if a request you made previously has not been concluded.

### 3. What is a flexible working request?

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

- (a) to reduce or vary your working hours;
- (b) to reduce or vary the days or times you work; or
- (c) to work from a different location (for example, from home).

### 4. Making a flexible working request

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

- (a) state that it is a flexible working request;
- (b) explain the change being requested and propose a start date; and
- (c) state whether you have made any previous flexible working requests.

## **5. Meeting**

- 5.1 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.
- 5.2 We may decide to grant your request in full without a meeting, in which case we will write to you with our decision.

## **6. Decision**

- 6.1 We will inform you in writing of our decision as soon as possible after the meeting.
- 6.2 If your request is accepted, we will write to you with details of the new working arrangements and the date on which they will commence. You will be asked to sign and return a copy of the letter.
- 6.3 If we cannot immediately accept your request we may require you to undertake a trial period before reaching a final decision on your request.
- 6.4 Unless otherwise agreed, changes to your terms of employment will be permanent.
- 6.5 We may reject your request for one or more of the following business reasons:
- (a) the burden of additional costs;
  - (b) detrimental effect on ability to meet customer demand;
  - (c) inability to reorganise work among existing staff;
  - (d) inability to recruit additional staff;
  - (e) detrimental impact on quality;
  - (f) detrimental impact on performance;
  - (g) insufficiency of work during the periods that you propose to work; or
  - (h) planned structural changes.
- 6.6 If we are unable to agree to your request, we will write to tell you which of those reasons applies in your case. We will also set out the appeal procedure.

## **7. Appeal**

- 7.1 You may appeal in writing within 14 days of receiving our written decision. This includes a decision following a trial period.
- 7.2 Your appeal must be dated and must set out the grounds on which you are appealing.

- 7.3 We will hold a meeting with you to discuss your appeal. You may bring a colleague to the meeting.
- 7.4 We will tell you in writing of our final decision as soon as possible after the appeal meeting, including reasons. There is no further right of appeal.

## **Menopause Policy**

### **1. About this policy**

- 1.1. We are committed to fostering an inclusive and supportive working environment for all our staff.
- 1.2. We recognise that many members of staff will experience the menopause and that for some the menopause will have an adverse impact on their working lives.
- 1.3. The purpose of this policy is to raise awareness of the menopause and the impact of the menopause in the workplace, and to encourage open conversations between managers and staff. We are committed to supporting staff who are affected by the menopause and to signpost relevant advice and assistance to anyone who needs it.
- 1.4. This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. What is the menopause?**

- 2.1. All women will experience the menopause at some point during their life. The menopause can also impact trans and non-binary people who may not identify as female.
- 2.2. Most of those who experience the menopause will do so between the ages of 45 and 55. However, some start experiencing symptoms much earlier. Often, symptoms last between four to eight years, but they can continue for longer.
- 2.3. Symptoms can include, but are not limited to, sleeplessness, hot flashes, memory loss or poor concentration, headaches, muscle and joint pains, depression and anxiety.
- 2.4. The majority of those going through the menopause will experience some symptoms, although everyone is different and symptoms can fluctuate.
- 2.5. The menopause is preceded by the perimenopause, during which the body prepares itself for menopause. The perimenopause can also last several years and can involve similar symptoms to the menopause itself. For the purpose of this policy, any reference to the menopause includes the perimenopause.

### **3. Open conversations**

- 3.1. Menopause is not just an issue for women. All staff should be aware of the menopause so that they can support those going through it or otherwise affected by it.
- 3.2. We encourage an environment in which colleagues can have open conversations about the menopause. We expect all staff to be supportive of colleagues who may be affected by the menopause in the workplace.
- 3.3. Anyone affected by the menopause should feel confident to talk to their manager about their symptoms and the support they may need to reduce the difficulties the menopause can cause them at work.
- 3.4. Managers should be ready to have open conversations with staff about the menopause and what support is available. Such conversations should be treated sensitively and any information provided should be handled confidentially and in accordance with our Data Protection Policy.

### **4. Risk assessments**

- 4.1. We are committed to ensuring the health and safety of all our staff and will consider any aspects of the working environment that may worsen menopausal symptoms. This may include identifying and addressing specific risks to the health and well-being of those going through the menopause.

### **5. Support and adjustments**

- 5.1. While many who go through the menopause will be able to carry on their working lives as normal, we recognise that others may benefit from adjustments to their working conditions to mitigate the impact of menopause symptoms on their work.
- 5.2. If you believe that you would benefit from adjustments or other support, you should speak to your manager in the first instance. If you feel unable to do so you should contact another senior manager.
- 5.3. Physical adjustments could include temperature control, provisions of electric fans or access to rest facilities. Depending on individual and business needs, adjustments such as flexible working, more frequent rest breaks or changes to work allocation may also be considered. These are examples only and not an exhaustive list.
- 5.4. We may refer you to Occupational Health or seek medical advice from your GP to better understand any adjustments and other support that may help alleviate symptoms affecting you at work.

## **8. About this policy**

- 8.1 This flexible working policy gives eligible employees an opportunity to request a change to their working pattern.
- 8.2 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 two months unless we have agreed a longer period with you.
- 8.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

## **9. Eligibility**

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

- (a) be an employee;
- (b) not have made two flexible working requests during the last 12 months (which includes requests that have been withdrawn); and
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## **10. What is a flexible working request?**

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## **11. Making a flexible working request**

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

- (a) state that it is a flexible working request;
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- (c) state whether you have made any previous flexible working requests.

## **12. Meeting**

- 12.1 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.
- 12.2 We may decide to grant your request in full without a meeting, in which case we will write to you with our decision.

## **13. Decision**

- 13.1 We will inform you in writing of our decision as soon as possible after the meeting.
- 13.2 If your request is accepted, we will write to you with details of the new working arrangements and the date on which they will commence. You will be asked to sign and return a copy of the letter.
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## **14. Appeal**

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