



# ***Employee Handbook***



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# **1**

## ***About this Handbook***

This Handbook has been drawn up by the Company to provide you with information on employment policies and procedures. It is important for you to read the Handbook carefully as this, together with your Contract of Employment, sets out your main terms and conditions of employment.

The information covers a wide range of subjects relating to your employment and in the event that information in this Handbook conflicts with terms and conditions as stated in your Contract of Employment, the Contract will take precedence.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with the Director.

It is important that you do this before signing that you have read, understood and are willing to abide by all the Company's terms and conditions.

# 2

## ***Annual holiday entitlement and authorisation***

### ***Entitlement***

Full details of your holiday entitlement are in your Contract of Employment.

### ***Carrying over holidays to the following year***

You **MUST** take your full holiday entitlement during the holiday year. Holidays may not be carried forward into the next holiday year, nor will you receive payment for holidays not taken.

### ***Request for holidays***

In order to submit a request for holidays, you should complete the relevant form and have the holiday authorised by the Director. If you have been given access to the self service holiday planner you should complete your holiday request online.

The amount of notice required is one month except for single days, when one week's notice is normally required.

All requests, providing they have been received in time, will be processed in date and time order.

No more than one employee will normally be allowed to take holidays at any one time.

### ***Length and timing of holidays***

The Company will not normally agree a request for a holiday that involves more than two consecutive weeks.

### ***Refusal of holidays***

In the event that the Company has to refuse a holiday request because of business needs, the Company is not responsible for any financial commitment made by you prior to authorisation. You are therefore advised **not** to book holidays with tour operators, travel agents, hotels or passenger carriers, etc. until your holiday request has been authorised.

### ***Adjustment to holidays***

At the commencement of your employment you will be entitled to holiday leave in proportion to the holiday year remaining on the date when your employment began.

On leaving you will be entitled to holiday leave in proportion to the holiday year worked on the date when your employment ended. If you have been paid for more holidays than your entitlement then the balance will be deducted from your pay. If you have been paid for fewer holidays than your entitlement then the balance will be paid to you with your pay.

# 3

## ***Absence from work***

The Company is committed to ensuring you are supported during any absence from work. You must notify the Director of any absence from work using the notification procedures below.

Once we are aware of your circumstances, we will take all reasonable steps to provide you with the necessary support.

### ***Appointments***

If you need to be absent from work to keep a medical, dental or other essential appointment, prior permission should always be obtained from the Director. Payment for absences of this nature will be at the discretion of the Company. You must try to arrange such appointments outside normal working hours wherever possible and any regular appointments that have to be made during working hours must be supported by an appointment card. Any such absences from the workplace should be minimal.

### ***Sickness and injury***

#### ***Notification of absence***

If you are absent from work without prior authorisation, you or someone on your behalf should notify the Director by phone by 9.30 pm the evening before if you are due to work a morning call. If you are due to work at any other time you must call by 9.00 am on the first day of absence. Text messages and emails are not acceptable. Any unauthorised absence must be properly explained in that first contact and, if the absence continues, you must keep us fully informed. This applies to both short and long term situations and you will be expected to contact us on a daily basis during the first week and weekly thereafter.

#### ***Period of absence***

If your sickness is for more than seven calendar days then you must provide the Company with a medical certificate from your Doctor or other authorised healthcare professional. You must continue to provide medical certificates to cover the whole of the absence period.

Please note that the Company will review the attendance levels of all employees on a regular basis. In deciding whether to take further action in respect of sickness absence, the evidence of a medical certificate may not be sufficient and the Company may seek alternative medical information.

#### ***Returning from absence***

You must give the Company at least 24 hours notice that you will be returning to work.

If you have been off sick with diarrhoea and vomiting, you must wait for a minimum of 48 hours before you return to work.

On your return to work after absence because of sickness, irrespective of the length of absence, you must complete the Company's sickness form.

If you have been suffering from a notifiable disease such as food poisoning, measles, mumps, scarlet fever, etc., you must not report for work without clearance from your doctor.

In addition, if you work with foodstuffs and have been suffering from an infectious or contagious disease or illness, or have had a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your doctor.

## ***Statutory Sick Pay (SSP)***

The Company is responsible for paying SSP to you if you are eligible.

The maximum period for which SSP is payable is 28 weeks in one period of sickness absence and is paid at a rate specified by law. As with other earnings, SSP is subject to the deduction of income tax and all other normal deductions. We will inform you if you are not eligible for SSP.

SSP is paid in respect of qualifying days on which you are unable to work through sickness. Qualifying days are those days on which you would normally work. Generally SSP is not payable for the first three qualifying days of sickness which are known as "waiting days", but this may not always be the case if you are absent on more than one occasion within a short period of time.

SSP is only paid when the period of sickness is four or more consecutive days.

## ***"Family friendly" rights***

Information on the current statutory provisions are below, please speak to the Director, with whom you should raise any queries.

The "family friendly" rights section of the handbook uses the following terms:

- Mother: the parent who gives birth to a child.
- Father: the non-birthing parent.
- Partner: the parent who is the child's biological father or the partner of the mother.
- Parents are those with responsibility for the child and may be of any gender identity.

## ***Maternity rights***

This section of the Handbook is for pregnant employees and new mothers. It details their rights, which fall into three main categories:

- Paid time off for antenatal care.
- Maternity leave.
- Maternity benefits.



## ***Ante-natal care***

You are entitled to be paid your normal rate of pay for any appointments during working hours related to antenatal care. In order to receive payment an appointment card must be produced confirming the appointment and you will be expected to return to work after keeping your appointment wherever possible.

When a certificate confirming pregnancy is issued, this must be handed in as soon as possible.

## ***Ordinary maternity leave***

You are entitled to 26 weeks ordinary maternity leave and have the right to return to work in your old job. These rights apply regardless of length of service or the number of hours worked.

After your baby is born, you must start your maternity leave (if you have not already) and take at least two weeks leave. This is known as 'compulsory maternity leave'.

If you work full time you have the right to return to your full time position; you do not have the right to return part time. However, the Company will discuss any request for part time work and will, if possible, offer part time work. Requests should be made in writing to the Company giving as much notice as possible.

You can start your ordinary maternity leave at any time from the 11th week before the expected week of childbirth (EWC). For all maternity leave purposes, "childbirth" is either a live birth before the end of the 24th week of pregnancy or a live or still birth after the 24th week of pregnancy.

Throughout the ordinary maternity leave period, all your terms and conditions of employment are maintained with the sole exception of pay.

## ***Additional maternity leave***

Additional maternity leave starts at the end of the ordinary maternity leave period and ends 26 weeks later. As with ordinary maternity leave, all your terms and conditions of employment are maintained throughout this period with the sole exception of pay.

## ***Notification***

The notice periods detailed below must be complied with in order to safeguard your rights.

You must notify the Company in writing by the 15th week before the EWC of the following:

- that you are pregnant,
- the EWC,
- the date on which you intend to start your maternity leave.

You must also provide a certificate (normally a form MAT B1) stating the EWC.

The Company will then write to you within 28 days to confirm your date of return to work.

You can change the date on which you intend to start your maternity leave by giving the Company at least 28 days' written notice.

## ***Returning to work***

If you take the full entitlement to maternity leave your return date will be the date previously notified to you by the Company. If you wish to return early you must give the Company eight weeks' written notice of your early return date. Your early return may be delayed if this procedure is not followed.

If you intend to return to work at the end of your maternity leave but fail to do so, the Company's normal rules regarding absence will apply.

## ***Maternity benefits***

Although you do not need any qualifying service or work a minimum number of hours to be entitled to maternity leave or the right to return to work, in order to qualify for Statutory Maternity Pay (SMP) from the Company, you need to have the following:

- at least 26 weeks continuous service at the end of the 15th week before the EWC (this is known as the "qualifying week" for maternity pay purposes),
- average earnings above the National Insurance lower earnings limit during the eight weeks before the qualifying week.

If you meet these conditions you are entitled to a maximum of 39 weeks SMP which is calculated as:

- 6 weeks at 90% of average weekly earnings,
- 33 weeks at the lesser of the lower rate of SMP or 90% of average weekly earnings.

If you do not qualify for SMP from the Company you may be entitled to Maternity Allowance (MA).

## ***Sickness absence during pregnancy***

If you are absent from work because of a pregnancy related illness or reason at any time during the four weeks before your EWC, the ordinary maternity leave period begins on the first day of absence. If the pregnancy related absence began before the fourth week, then the ordinary maternity leave period begins at the start of the fourth week.

If you are absent from work and the illness is not pregnancy related, the maternity leave period will begin on the date you have previously notified.

If you are absent from work in the weeks leading up to your maternity leave it may affect the higher rate of SMP (90% of normal pay) because it is based on your average earnings in the eight weeks prior to the qualifying week.

## ***Adoption rights***

This section of the Handbook is similar to the previous section but deals with employee rights on the adoption of a child, which fall into three main categories:

- Paid time off to attend pre-adoption appointments,

- Adoption leave,
- Adoption benefits.

If you are adopting a child from overseas, the procedures are slightly different, please contact the Director for further information. Foster parents who have children placed with them with a view to adoption, and those who have entered a surrogacy arrangement with a surrogate and have been granted or intend to apply for, a parental order in relation to the child that the surrogate bears, may also be eligible for adoption leave and pay. Please contact the Director for further details.

### ***Pre-adoption appointments***

If you are the primary or sole adopter and you have been advised that a child is due or expected to be placed with you for adoption you are entitled to be paid your normal rate of pay for up to five pre-adoption appointments during working hours. The appointments must have been made by or at the request of the adoption agency and in order to receive payment an appointment card must be produced confirming each appointment. The maximum time off for each appointment is six and a half hours and you will be expected to return to work after keeping your appointment wherever possible.

### ***Ordinary adoption leave***

If you are the adoptive parent who has elected to take adoption leave you have the right to 26 weeks ordinary adoption leave, which includes two weeks' compulsory adoption leave. You can start your adoption leave as soon as the child is placed with you for adoption or, if pre-notified, up to 14 days before that date.

You are entitled to return to work in your old job after the ordinary adoption leave period. If you work full time you have the right to return to your full time position; you do not have the right to return part time. However, the Company will discuss any request for part time work and will, if possible, offer part time work. Requests should be made in writing to the Company giving as much notice as possible.

Throughout the ordinary adoption leave, all your terms and conditions of employment are maintained with the sole exception of pay.

### ***Additional adoption leave***

If you are entitled to ordinary adoption leave, additional adoption leave starts at the end of the ordinary adoption leave period and ends 26 weeks later. As with ordinary adoption leave, all your terms and conditions of employment are maintained throughout this period with the sole exception of pay.

### ***Notification***

The notice periods detailed below must be complied with in order to safeguard your rights.

You must notify the Company in writing of the following no later than seven days after being matched with a child for adoption:

- the date of placement of the child for adoption,
- the date on which you intend to start your adoption leave.

You must also provide an Adoption Certificate from the approved adoption agency.

The Company will then write to you within 28 days to confirm your date of return to work.

You can change the date on which you intend to start your adoption leave by giving the Company at least 28 days written notice.

## ***Returning to work***

If you take the full entitlement to adoption leave your return date will be the date previously notified to you by the Company. If you wish to return early you must give the Company eight weeks written notice of your early return date. Your early return may be delayed if this procedure is not followed.

If you intend to return to work at the end of your adoption leave but fail to do so, the Company's normal rules regarding absence will apply.

## ***Adoption benefits***

Although you do not need any qualifying service or work a minimum number of hours to be entitled to adoption leave or the right to return to work, in order to qualify for Statutory Adoption Pay (SAP) from the Company, you need to have the following:

- at least 26 weeks continuous service at the end of the week in which the child was matched with you for adoption,
- average earnings above the National Insurance lower earnings limit during the eight weeks before the week in which the child was matched with you for adoption.

If you meet these conditions you are entitled, subject to special rules where the adoption is disrupted or where the child reaches age 18, to a maximum of 39 weeks SAP, which is calculated as:

- 6 weeks at 90% of average weekly earnings,
- 33 weeks at the lesser of the lower rate of SAP or 90% of average weekly earnings.

In order to be paid SAP, you should notify the Company in writing of the following no later than 28 days before the date on which you wish your SAP period to begin:

- the name and address of the approved adoption agency,
- the date on which the child is expected to be placed for adoption and, where the child has already been placed for adoption, the date of placement,
- the date on which you were informed that the child was to be placed with you for adoption.

## ***Paternity rights***

This section sets out the Company's policy on paternity leave following the birth or the placement for adoption of a child. Certain other persons may be entitled to paternity leave and pay, namely foster parents who have children placed with them with a view to adoption and those who have entered a surrogacy arrangement with a surrogate and

have been granted, or intend to apply for, a parental order in relation to the child the surrogate bears.

## ***Paternity rights (birth)***

### ***Ante-natal appointments***

You are entitled to accompany the child's mother on up to two ante-natal appointments without pay during working hours. This is on condition that you have or expect to have responsibility for the upbringing of the child and that you are the biological father of the child or are married to or are the partner of the child's mother, or you are in a surrogacy arrangement with the child's mother and you intend (after the birth) to apply for a "parental order" in respect of the expected child and you expect to be entitled to get such an order. The maximum time off for each appointment is six and a half hours and you will be expected to return to work after keeping your appointment wherever possible.

### ***Ordinary paternity leave***

If you have at least 26 weeks continuous service at the end of the 15th week before the expected week of childbirth (EWC), you are entitled to choose to take either one week or two consecutive weeks of ordinary paternity leave if you meet the following conditions:

- you have or expect to have responsibility for the upbringing of the child,
- you are the biological father of the child or are married to or are the partner of the child's mother.

You cannot start your ordinary paternity leave until the child is born and it must end within 56 days beginning with the date on which the child is born or the first day of the EWC, whichever is the later. You must give prior notice of the day you intend to start your ordinary paternity leave, which can be:

- the day on which the child is born,
- a day which you specify as a number of days after the day on which the child is born,
- a predetermined date, which must be later than the first day of the EWC.

Throughout the ordinary paternity leave, all your terms and conditions of employment are maintained with the sole exception of pay.

### ***Paternity benefits***

If you are entitled to ordinary paternity leave and your average earnings were above the National Insurance lower earnings limit during the eight weeks up to and including the 15th week before the EWC, you are entitled to be paid Statutory Paternity Pay (SPP). SPP is paid during the entire ordinary paternity leave period and is the lesser of:

- the standard rate of SPP or
- 90% of average weekly earnings.

## ***Notification***

To safeguard your rights to ordinary paternity leave and pay you must complete a Form SC3 by the 15th week before the EWC. You can change the date on which you intend to start your ordinary paternity leave by completing a new Form SC3 at least 28 days before the original leave date.

## ***Paternity rights (adoption)***

### ***Pre-adoption appointments***

If you are the primary adopter's partner and you have been advised that a child is due or expected to be placed with you for adoption you are entitled to attend up to two pre-adoption appointments without pay during working hours. The appointments must have been made by or at the request of the adoption agency and the maximum time off for each appointment is six and a half hours. You will be expected to return to work after keeping your appointment wherever possible.

### ***Ordinary paternity leave***

If you have at least 26 weeks continuous service at the end of the week in which the child's adopter is matched with the child for adoption, you are entitled to choose to take either one week or two consecutive weeks of ordinary paternity leave if you meet the following conditions:

- you are not taking adoption leave in respect of the child,
- you have or expect to have responsibility for the upbringing of the child,
- you are married to or are the partner of the child's adopter.

You cannot start your ordinary paternity leave before the day the child is placed with the adopter and it must end within 56 days beginning with the date of placement. You must give prior notice of the day you intend to start your ordinary paternity leave, which can be:

- the day on which the child is placed with the adopter,
- a day which you specify as a number of days after the day on which the child is placed with the adopter,
- a predetermined date, which must be later than the date on which the child is expected to be placed for adoption.

Throughout the ordinary paternity leave, all your terms and conditions of employment are maintained with the sole exception of pay.

### ***Paternity benefits***

If you are entitled to ordinary paternity leave and your average earnings were above the National Insurance lower earnings limit during the eight weeks before the week in which the child was matched for adoption, you are entitled to be paid Statutory Paternity Pay (SPP). SPP is paid during the entire ordinary paternity leave period and is the lesser of:

- the standard rate of SPP or

- 90% of average weekly earnings.

## ***Notification***

To safeguard your rights to ordinary paternity leave and pay you must complete a Form SC4 no later than seven days after the date on which the adopter is notified of having been matched with the child for adoption. You can change the date on which you intend to start your ordinary paternity leave by completing a new Form SC4 at least 28 days before the original leave date.

## ***Shared parental rights (birth)***

### ***Introduction***

Many parents will be able to share leave in the year after their child's birth and take leave in a more flexible way by stopping and starting their shared parental leave, taking their leave at the same time, and returning to work between periods of leave.

To qualify for shared parental leave you must have at least 26 weeks continuous service at the end of the 15th week before the EWC and still be in employment the week before you take the shared parental leave. In addition, you must share the main responsibility for the care of the child that the shared parental leave and pay relates to with the other parent and meet an 'employment and earnings' test.

### ***Opting into shared parental leave and pay***

If the mother and their partner agree, the mother can curtail their current maternity leave and 'convert' what remains of the leave period into shared parental leave (SPL). They must do this by giving formal notice to their employer and, if you are the mother, we have a form that can be completed to provide the required information. At least eight weeks' notice must be given to curtail maternity leave, at which time the mother and their partner must also give their respective employers an indication of how they intend to take the shared parental leave and pay.

The mother's notice to curtail maternity leave will normally be accompanied by a notice of entitlement to take shared parental leave and a request for a period of shared parental leave and pay. Once notice to curtail maternity leave has been given, it can only be withdrawn in very limited circumstances. However, if the mother gives notice to curtail their maternity leave before the child is born, they have up to six weeks after the birth to change their mind. If the mother revokes their curtailment notice, they shall remain on maternity leave and can give a new notice to curtail their maternity leave at a later date.

### ***Taking shared parental leave***

Before you can take shared parental leave and pay you must provide your employer with a notice of your entitlement to shared parental leave and pay, and this must be accompanied by a 'declaration' from your partner. This is a 'one off' notice and, if you are the mother, you will already have given this notice with your notice to curtail your maternity leave. If you are the mother's partner we have a form that can be completed to provide the required information. The total number of weeks of SPL available is 52 weeks minus the maternity leave that the mother has already taken (including the compulsory maternity leave period). The leave must be taken in whole weeks (part-weeks count as whole weeks), and it must be taken before the child's first birthday.

All your terms and conditions of employment are maintained throughout the SPL period with the sole exception of pay and, if your combined total of maternity/paternity and SPL does not exceed 26 weeks, you are entitled to return to work in your old job. If you work full time you have the right to return to your full time position; you do not have the right to return part time. However, your employer will discuss any request for part time work and will, if possible, offer part time work. Requests should be made in writing to your employer, giving as much notice as possible.

## ***Notification***

You are allowed three 'notifications' to take a period of SPL. A minimum of eight weeks' notice must be given before each period of leave, and the mother's first notice to take SPL will usually be included as part of the notice to curtail maternity leave.

If your notice is for a continuous period of SPL, for example six weeks off, it cannot be refused. If, however, your notice is for a discontinuous period of leave, for example six weeks comprising three weeks of SPL, three weeks in work, then three weeks of SPL, this can be refused. The first two weeks of the eight week notice period are to enable you and your employer to discuss this type of request and to try to reach agreement on the pattern of leave.

If agreement cannot be reached you have until the 15th day after you submitted your request (i.e. the day after the discussion period expires) to either let the request stand or to withdraw the request. If you let the request stand your employer can insist that the SPL is taken as a period of continuous leave (in the above example as a continuous period of six weeks). You then have five days in which to decide the start date for the period of continuous leave, otherwise it will start on the date of the first period you previously notified. Alternatively, you can withdraw the request and it will not count as one of your three notifications.

If you want to change the dates of a previously notified period of SPL and your employer agrees to this, then the change does not count as a formal 'notification'. If, however, your employer does not agree to the change you can submit a formal notification of the change (giving at least eight weeks' notice). Your employer will have to accept this notification, but the change will count as one of your three 'notifications'.

## ***Statutory Shared Parental Pay***

If you qualified for SMP, MA or SPP you will also qualify for Statutory Shared Parental Pay (SSPP). The total number of weeks of SSPP available is 39 weeks minus the number of weeks of SMP already paid to the mother. SSPP is paid at the lesser of:

- the standard rate of SSPP or
- 90% of average weekly earnings.

As there will be more weeks of SPL available than weeks of SSPP, employees who claim SSPP will be required to sign a declaration stating the total pay available and the total pay received.



# ***Shared parental rights (adoption)***

## ***Introduction***

Many parents will be able to share leave in the year after the adoption and take leave in a more flexible way by stopping and starting their shared parental leave, taking their leave at the same time, and returning to work between periods of leave.

To qualify for shared parental leave you must have at least 26 weeks continuous service at the end of the week in which the adopter is notified of having been matched with a child for adoption and still be in employment the week before you take the shared parental leave. In addition, you must share the main responsibility for the care of the child that the shared parental leave and pay relates to with the other parent and meet an 'employment and earnings test'. If you are adopting a child from overseas, the procedures are slightly different, please contact the Director for further information. Certain other persons may also be entitled to shared parental leave and pay, namely (a) foster parents who have children placed with them with a view to adoption, and (b) those who have entered a surrogacy arrangement with a surrogate woman, and have been granted, or intend to apply for, a parental order in relation to the child that the surrogate bears. Please contact the Director for further information.

## ***Opting into shared parental leave and pay***

If the primary adopter and their partner agree, the primary adopter can curtail their current adoption leave and 'convert' what remains of the leave period into shared parental leave (SPL). The primary adopter must do this by giving formal notice to the employer and, if you are the primary adopter, we have a form that can be completed to provide the required information. At least eight weeks' notice must be given to curtail adoption leave, at which time the primary adopter and their partner must also give their respective employers an indication of how they intend to take the shared parental leave and pay.

The primary adopter's notice to curtail adoption leave will normally be accompanied by a notice of entitlement to take shared parental leave and a request for a period of shared parental leave and pay. Once notice to curtail adoption leave has been given, it can only be withdrawn in very limited circumstances.

## ***Taking shared parental leave***

Before you can take shared parental leave and pay you must provide your employer with a notice of your entitlement to shared parental leave and pay, and this must be accompanied by a 'declaration' from your partner. This is a 'one off' notice and, if you are the primary adopter, you will already have given this notice with your notice to curtail your adoption leave. If you are the secondary adopter/adopter's partner we have a form that can be completed to provide the required information. The total number of weeks of SPL available is 52 weeks minus the adoption leave that the primary adopter has already taken (including the compulsory adoption leave period). The leave must be taken in whole weeks (part-weeks count as whole weeks), and it must be taken during the first year following the adoption.

All your terms and conditions of employment are maintained throughout the SPL period with the sole exception of pay and, if your combined total of adoption/paternity and SPL does not exceed 26 weeks, you are entitled to return to work in your old job. If you work full time you have the right to return to your full time position; you do not have the right to return part time. However, your employer will discuss any request for part time work

and will, if possible, offer part time work. Requests should be made in writing to your employer, giving as much notice as possible.

## ***Notification***

You are allowed three 'notifications' to take a period of SPL. A minimum of eight weeks' notice must be given before each period of leave, and the primary adopter's first notice to take SPL will usually be included as part of the notice to curtail adoption leave.

If your notice is for a continuous period of SPL, for example six weeks off, it cannot be refused. If, however, your notice is for a discontinuous period of leave, for example six weeks comprising three weeks of SPL, three weeks in work, then three weeks of SPL, this can be refused. The first two weeks of the eight week notice period are to enable you and your employer to discuss this type of request and to try to reach agreement on the pattern of leave.

If agreement cannot be reached you have until the 15th day after you submitted your request (i.e. the day after the discussion period expires) to either let the request stand or to withdraw the request. If you let the request stand your employer can insist that the SPL is taken as a period of continuous leave (in the above example as a continuous period of six weeks). You then have five days in which to decide the start date for the period of continuous leave, otherwise it will start on the date of the first period you previously notified. Alternatively, you can withdraw the request and it will not count as one of your three notifications.

If you want to change the dates of a previously notified period of SPL and your employer agrees to this, then the change does not count as a formal 'notification'. If, however, your employer does not agree to the change you can submit a formal notification of the change (giving at least eight weeks' notice). Your employer will have to accept this notification, but the change will count as one of your three 'notifications'.

## ***Statutory Shared Parental Pay***

If you qualified for SAP or SPP you will also qualify for Statutory Shared Parental Pay (SSPP). The total number of weeks of SSPP available is 39 weeks minus the number of weeks of SAP already paid to the primary adopter. SSPP is paid at the lesser of:

- the standard rate of SSPP or
- 90% of average weekly earnings

As there will be more weeks of SPL available than weeks of SSPP, employees who claim SSPP will be required to sign a declaration stating the total pay available and the total pay received.

## ***Parental leave***

Parents are entitled, on completion of one year's service with the Company, to take unpaid parental leave. The right applies to mothers and fathers and to a person who has legal parental responsibility. Parents who already have at least one year's service are able to start taking parental leave when the child is born or adopted and the remainder are able to start taking parental leave as soon as they have completed one year's service.

Parents are entitled to 18 weeks' leave for each child, to be taken before the child reaches age 18. Parents must give 21 days' written notice to take parental leave and it must be taken in blocks or multiples of one week (part weeks, including single days or part days, count as whole weeks) up to a maximum of four weeks in any one year. Parents of disabled children for whom a disability living allowance is awarded have the additional flexibility to take leave in days without them being counted as whole weeks, although part days count as full days.

Leave can be postponed by the Company for up to six months where the business cannot cope, except when a father gives the above advance notice to take leave immediately after the date when the child is born or when the partner of a primary adopter gives the above advance notice to take leave immediately after the date when the child is placed for adoption.

## ***Parental bereavement leave***

Parents who suffer the devastating loss of a child will be entitled to up to two weeks' parental bereavement leave if they meet the following conditions:

- if the pregnancy ends in or after the 24th week of pregnancy or the child was under the age of 18; and
- either they had the responsibility for the upbringing of the child; or they are the biological parent of the child or are married to or are the partner of the child's mother or father.

This may be taken as either two consecutive weeks or two separate blocks of one week and must be taken within 56 weeks of the child's death.

Throughout the parental bereavement leave, all terms and conditions of employment are maintained with the sole exception of pay.

In order to take parental bereavement leave, the employee should give the Company notice of:

- the date of death;
- the date the parental bereavement leave will start; and
- how long the leave will be.

Where the employee wishes to take the leave within eight weeks of the child's death, this notice should be given before the leave starts or where this is not reasonably practicable, as soon as is reasonably practicable. If the employee wishes to subsequently cancel a week's parental bereavement leave, they should give notice to the Company before the start of that working week.

If an employee wishes to take the leave after eight weeks of the child's death but before the 56<sup>th</sup> week, this notice should be given at least one week before the start of the leave. Such leave can also be cancelled by giving at least one week's notice before the start of that week.

There is no qualifying service or a minimum number of hours worked to be entitled to parental bereavement leave. In order to qualify for Statutory Parental Bereavement Pay (SPBP) from the Company, an employee needs to have the following:

- at least 26 weeks continuous service at the end of the week before the child's death
- average earnings above the National Insurance lower earnings limit during the eight weeks before the week of the child's death.

Where these conditions are met, there will be an entitlement to a maximum of two weeks SPBP, paid at the statutory rate or 90% of average weekly earnings where this is lower.

## ***Time off for dependants***

You will be allowed to take reasonable time off work without pay to deal with an emergency involving a dependant. The amount of time off which is allowed will depend on the circumstances.

If a dependant is ill or injured, reasonable time off will be given to deal with the emergency – this does not mean that you will be allowed to take time off to look after the dependant personally. In the case of the death of a spouse, civil partner, child (over 18 years of age) or parent, in addition to leave for the funeral, extra days may be given depending on the circumstances, e.g. for funeral arrangements.

## ***Flexible working***

If you have at least 26 weeks continuous service with the Company you have a statutory right to ask for your contract of employment to be varied.

Any request for a variation must relate to:

- the hours you are required to work,
- the time when you are required to work, or
- the place where you are required to work (i.e. at home or at any place of business operated by the Company).

Requests must be made in writing and must include the following information:

- a statement that it is a request for a variation of your contract of employment,
- the variation you are seeking and the proposed commencement date,
- an explanation of the effect you think the change would have on the Company and how it might be dealt with.

On receipt of your formal request, the Company will arrange to meet with you to discuss it.

You can only make one request in any 12-month period for your contract of employment to be varied and, if the Company grants your request, the variation will be a permanent change to your contract of employment.

If you do not meet the eligibility requirements to make a flexible working request or you would like a temporary change to your working arrangements, requests will be considered following an informal procedure. Any informal request must be made in writing and include:

- the alternate working arrangement requested,
- an explanation of the effect you think the change would have on the Company and how it might be dealt with.

On receipt of your informal request, the Company will arrange to meet with you to discuss it.

## ***Adverse weather conditions***

In the event of extreme adverse weather conditions, e.g. heavy snow or flooding, you are expected to make every reasonable effort, including the use of alternative means of transport, to arrive at work at your scheduled start time.

If you decide that the weather conditions are sufficiently severe to prevent you from travelling to work and arriving safely you may choose to:

- take the day(s) as annual leave,
- take the day(s) as authorised unpaid leave of absence,
- make up any time lost due to the disruption, or
- work from home (if possible and if authorised by the Director).

You must telephone the Director before your scheduled start time and inform them of the option you wish to take. If the Director is not available, you must ensure that another senior person is notified.

If you decide to travel to work and then subsequently find that the weather conditions prevent you from completing your journey, you must telephone the Director as soon as possible and inform them of the exact circumstances. In this case, the Company, at its discretion having considered the circumstances, will decide whether or not you will receive full pay.

In any event, if your absence from work or lateness in arriving at work is considered reasonable because of extreme adverse weather conditions or difficulties with public transport, your absence or lateness will not be subject to the Company's disciplinary procedure, provided you have followed the notification process set out above.

## ***Jury service and attendance at court as a witness***

If you are called for jury service or as a court witness, you will be granted unpaid leave of absence and you should claim for loss of earnings from the court. You will normally be given a form from the court asking for confirmation of your normal salary, which should be completed by the Company.

## ***Public duties***

The Company will allow reasonable time off without pay for designated public duties, such as a Justice of the Peace.

## ***General***

If there are any aspects of this section that are unclear, you are encouraged to put any questions you may have to the Director.

# 4

## ***General information***

### ***Insurance whilst on Company business***

The Company's employers' liability insurance covers all employees for injury or death from an incident whilst working for the Company. This is only payable when the Company is found to have been negligent in its role as an employer.

### ***Damage or loss to personal property***

Compensation for damage to or loss of personal possessions will only be considered if the Company can be held to have been negligent. All damage or loss should be reported to the Director immediately. Where there is evidence that the accident or loss occurred through lack of care on your part, compensation will not normally be paid and you should check whether a claim could be made on your personal insurance policy to cover such circumstances.

You are advised not to leave any personal possessions or valuables unattended on the premises.

### ***Return of Company property***

On the termination of your employment for whatever reason, you must return all Company property in your possession or for which you have responsibility. This includes all Company physical documents, electronic media, records, equipment, confidential information as referenced in the Confidentiality clause of your contract of employment, and any other property of the Company of any nature and you will not, without the written consent of the Director, retain these or any copies. Failure to return all such items will result in the cost of the unreturned items being deducted from any monies outstanding to you. Where insufficient remuneration is due to cover the cost, civil court action may be taken to recover any outstanding debt.

This is an express written term contained in your contract of employment.

### ***Change of address or personal circumstances***

You must always advise the Company, in writing, when you have a change in personal circumstances that will affect your personnel record. Particular examples include details of your address, telephone number, emergency contact, bank details and any qualifications.

You must make the Company aware if you wish to take additional employment. In order to work more than an average of 48 hours in a week, you must sign an individual waiver form.

## ***Health and safety***

From the point of view of safety and appearance, work areas must be kept clean and tidy at all times.

You are required to take reasonable care of your own well-being and that of all other employees. The relevant health and safety notices are posted around the premises and you are expected to be familiar with their requirements.

The use of controlled drugs or the consumption of alcohol by employees is inappropriate at any time during working hours and before work. If your doctor prescribes drugs that may affect your ability to work, you must discuss this with **the Director**.

If you have an accident or injury at work you must enter the incident in the Accident Log. The date, time and nature of the incident should be entered and whether it was witnessed.

## ***Mental health and wellbeing***

The Company values the health and wellbeing of all its employees. When the stresses of home or work life begin to have an impact on someone's mental health, it's vital that they feel supported. Promoting and protecting the mental wellbeing of the workforce is important for individuals' physical health, social wellbeing and productivity.

The Company actively encourages employees to be open and honest about their mental health and wellbeing, and to inform the Director if they feel they require any support. Everyone should remember to support each other. If you feel a colleague would benefit from support, speak to the Director.

## ***Hygiene***

Overalls/uniforms, including head or beard coverings where provided, must be worn at all appropriate times.

Kitchen wear or uniform must not be worn outside the workplace or whilst smoking.

Long hair must be tied back at all times when in the kitchen or any food handling area.

You must not chew gum or eat when handling food.

Nails should be kept short and clean.

Any cuts or sores on the hand or arm must be covered with an approved dressing.

No jewellery should be worn, other than a wedding ring, without the permission of the Director.

Excessive amounts of make-up or perfume must not be worn, and nail varnish is not allowed.

If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without discussion with the Director and/or clearance from your own doctor.

Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.



Hands should be washed after using the bathroom, after smoking, and before handling food. If you have a cold/virus, reasonable attempts should be made to prevent transmission in the workplace - such as by washing hands regularly and disposing of tissues in the bins provided.

Ensuring good personal hygiene is an important part of maintaining a comfortable working environment for all colleagues, clients, and visitors. All employees should ensure that their personal hygiene is of a good standard, keeping themselves and their clothing washed and clean at all times.

## ***Pay***

### ***Payslips***

At the relevant payment interval you will receive a payslip giving details of all payments and deductions e.g. gross pay, income tax, national insurance, etc.

### ***Overpayments***

If you are overpaid for any reason you are required to notify the person who pays the wages. The amount of overpayment will normally be deducted from the following payment but if this would cause hardship, alternative arrangements to repay may be made. Any failure to report an overpayment may result in disciplinary action.

### ***Income tax***

In compliance with the law, you will receive a P60 each year detailing earnings and payment of income tax and National Insurance. This document should be kept in a safe place.

# 5

## ***Company facilities and amenities***

Unless specified to the contrary in your Contract of Employment, the benefits and facilities in this section are discretionary and may be withdrawn or altered by the Company at any time.

### ***Food and drink facilities***

These facilities are provided for the convenience of all employees. Please ensure that all facilities are left in a clean and tidy condition after use. Care must be taken when using hot/electrical equipment and you must adhere to all health and safety rules concerning their use.

Please note that for health and safety reasons personal portable electrical appliances must not be brought onto the premises.

### ***Parking***

The Company does not provide any parking facilities and does not accept liability for any damage or fines imposed on employee vehicles.

# 6

## ***Company procedures***

### ***Disciplinary procedure***

#### ***Purpose***

The Company firmly believes that the fairest way to resolve any problems relating to conduct or performance is to have a well-structured disciplinary procedure. The procedure is designed to help and encourage all employees to achieve and maintain the Company's standards of conduct, attendance and performance and should be looked upon as a corrective process.

As a Company we will not be biased against individual characteristics and beliefs and we will ensure that these factors do not have an impact on the disciplinary process. Examples of such individual characteristics and beliefs include those related to age, disability, gender reassignment, marriage and civil partnership, maternity, pregnancy, race, religion or belief, sex and sexual orientation. It is important that if there are any reasons that could be impacting upon your performance or conduct at work, then the Company are made aware of this at the earliest opportunity. These could be personal issues or issues relating to health. If a situation arises where the disciplinary process is appropriate, we will ensure that all individuals will be treated fairly and will not be discriminated against because of their individual characteristics.

Please read the following principles and procedures carefully as they form an important part of your terms and conditions of employment:

#### ***Principles***

Apart from an informal verbal warning, you have the following rights in relation to disciplinary action:

- to be informed of the allegations of misconduct or poor performance to be addressed at any disciplinary hearing,
- to be accompanied by a work colleague or by an accredited trade union official,
- to appeal against any disciplinary action.

### ***The procedure***

#### ***Formal verbal warning***

In the case of conduct, attendance or performance not reaching the required standard, the problem will be discussed with you at a disciplinary hearing where you will be given the opportunity to offer a satisfactory explanation. If the explanation is unsatisfactory, you will be issued with a formal verbal warning. The topics discussed at the meeting will

be confirmed in writing to you and the verbal warning will remain on your file for six months.

### ***Written warning***

A written warning will be issued following a disciplinary hearing where there is a current formal verbal warning on your file and sufficient improvement has not been made or where the misconduct or poor performance is serious enough to warrant the Company bypassing the formal verbal warning stage. A written warning will remain on file for 12 months.

### ***Final written warning***

If there is still insufficient improvement in your conduct, or if your performance is still unsatisfactory, you will be asked to attend a further disciplinary hearing. If no satisfactory explanation is offered for the lack of improvement, you will be issued with a final written warning that will remain on file for 12 months.

If the misconduct is sufficiently serious to warrant only one warning but is not sufficiently serious to justify dismissal, a final written warning will be issued. You will be informed in your final written warning that any further misconduct or failure to meet the required standard may result in your dismissal.

### ***Dismissal***

Dismissal will normally result if you still fail to achieve the standard of conduct or performance required by the Company. You will be given every opportunity to offer an explanation for your failure to meet the required standards at a final disciplinary hearing. As with all previous stages of the disciplinary procedure you will be offered the right to be accompanied and the right to appeal against the decision.

If you are dismissed, you will be provided, as soon as is reasonably practicable, with the reasons for dismissal, the date on which your employment will terminate and details of how you may appeal.

### ***General***

You will always be given as much information as possible regarding the allegations of misconduct, or any documentation detailing the shortfall in performance or capability that will form the basis of the disciplinary hearing. You will also be given fair and reasonable notice of the date and time of the hearing and whenever possible the disciplinary hearing will be held during your normal working hours.

Any disciplinary action will only be taken after a full investigation of the facts.

The Company reserves the right to vary the disciplinary procedure dependent on either the seriousness of the allegations of misconduct or capability to be addressed, or if you only have a short amount of service. It also reserves the right to call on a third party to assist with the disciplinary process.

If you are a short service employee or are still within the probationary period, you may not be issued with any warnings before dismissal.

NB As well as issuing a disciplinary sanction, the Company may make a deduction from your pay for the cost of any damage or loss to Company property. This is an express written term contained in your contract of employment.

## ***Suspension***

We have the right to suspend you where we consider it necessary. If you are suspended, you will receive your normal rate of pay.

## ***Conduct covered***

### ***Conduct at work***

The Company expects all employees to behave in a reasonable manner and in line with the expected standards of the Company. The following list provides examples of the type of conduct that the Company would expect:

- To be punctual for the start of work and to keep within the break times.
- To give regular attendance at work and to minimise all absenteeism.
- To be courteous, helpful and polite to all those with whom you have contact.
- To devote all your time and attention, whilst at work, to the Company and ensure that all its property including confidential information, records, equipment, information technology, etc., is kept safe and used correctly. You should raise with the Director if there are any issues that may be affecting your performance at work.
- To comply with all the Company rules and regulations and to observe and perform all the terms of your employment as set out or referred to in your Contract of Employment.
- Employees are to ensure they have no conflict of interest regarding competitors with the Company.

### ***Conduct outside working hours***

Normally the Company has no jurisdiction over employee activity outside working hours. Behaviour outside working hours will only become an issue if the activities adversely affect the Company.

Adverse publicity, bringing the Company name into disrepute, or actions that result in loss of faith in the Company, resulting in loss of business, or loss of faith in the integrity of the individual, will result in the disciplinary procedure being instigated.

The detriment suffered by the Company will determine the level of misconduct and it will also determine which disciplinary stage is most appropriate to suit the circumstances.

If the actions cause extreme embarrassment or serious damage to the Company's reputation or image, a decision may be taken to terminate the employment.

The Company's procedures covering disciplinary hearings and appeals still apply.

## ***Company social activities***

If you attend a Company social activity, you are responsible for your own actions, behaviour and conduct. The Company accepts no liability whether vicariously or otherwise for actions contrary to the explicit and implied expectations of professional behaviour. The Company reserves the right to take disciplinary action for inappropriate behaviour or conduct at Company social events in or outside working hours.

## ***Gross misconduct***

Gross misconduct may result in summary dismissal, which means you lose your right to notice or pay in lieu of notice.

Here is a list of offences that are normally regarded as "gross misconduct". It is not exhaustive, but it describes the kind of offence that can result in summary dismissal.

- Deliberate failure to comply with the published rules of the Company, including those covering cash handling, security, health and safety, safeguarding, equality diversity and inclusion, the duty of candour, the Internet, etc.
- Deliberate falsification of records.
- The committing of offences against current discrimination legislation whilst acting on behalf of the Company.
- Fighting or assaulting another person.
- Using threatening or offensive language or behaviour towards anyone including towards service users, visitors, other employees or workers.
- Bringing any item which could be classed as a weapon onto the work premises, including any item that has a blade or point or any firearm unless for work related reasons.
- Your work performance becoming affected through: your consumption of alcohol, taking drugs and/or illegal substances, substance misuse (e.g. solvent abuse); you taking legal highs and/or psychoactive drugs and/or drugs covered by the Misuse of Drugs Act 1971 ('controlled drugs') when these are not prescribed; or your failure to follow medical instructions on prescribed medication.
- Possession of alcohol with the intention to consume at work (including at service user premises), or the illegal use, dispensing, distribution, possession, sale or offer to buy any drugs at work (including at service user premises), which includes controlled drugs, 'legal highs' or substances such as solvents where it is known, or could reasonably be known, to be for use as a means of achieving an altered state of mind or consciousness.
- Borrowing money or property from any service user.
- Being in unauthorised possession of our property or service users' property.
- Obscene behaviour.
- Behaviour likely to bring the Company into disrepute.
- Wilful and deliberate damage to or misuse of Company property.
- Refusal to carry out reasonable duties or instructions.
- Sleeping whilst on wakeful duties.
- Conviction on a criminal charge that is relevant to your employment with the Company.
- The misuse, including but not limited to use for personal gain, of confidential information in the course of working for the Company.

- Undertaking private work without permission.
- Being involved with any company, client or agent who is in direct competition with the Company without permission.

## ***Disciplinary appeal procedure***

At each stage of the disciplinary procedure, you will be given the right of appeal. If you wish to exercise your right of appeal, you should put your reasons in writing to the Director within five days of receiving written confirmation of the disciplinary decision taken against you. You will need to explain why you feel the decision is unfair, or inappropriate in relation to the matters addressed at the disciplinary hearing.

If you have any new information or evidence to support your appeal, please give details in full and include the names of any witnesses you may wish to call to support you in your appeal. This is in order that there will be sufficient time to investigate any additional information before the appeal hearing. You are entitled to be accompanied at the appeal hearing by a work colleague or by an accredited trade union official.

Although the purpose of the appeal is to review any disciplinary penalty imposed, it cannot increase the disciplinary penalty.

The decision of the person dealing with your appeal is final.

## ***Grievance procedure***

A grievance procedure is quite simply a way for all employees to discuss any problems, or air their views on any dissatisfaction that relates to their work. An informal discussion can often resolve matters, but if you wish to raise the grievance formally, it should be done in the following way.

Submit your formal written grievance to the Director who will make every effort to hear your grievance within five working days. If you feel that you need help in putting your point of view across, you may ask a work colleague or an accredited trade union official to be present to help you explain the issue you are raising.

If you are not satisfied with the outcome of your meeting, tell the person who dealt with your grievance that you wish to take the matter further and intend to appeal against the outcome.

Submit your formal written appeal to the Director within five days of receiving written confirmation of the grievance decision, including an explanation of why you are dissatisfied with the original decision. Every effort will be made to hear your appeal within five working days and you may ask a work colleague or an accredited trade union official to be present to help you. Although the Company will always be willing to try to resolve your grievance as amicably as possible, a decision reached at the appeal stage is final.

Please note that the Company reserves the right to call on a third party to assist in resolving grievances.

## ***Public interest disclosures***

Employees and workers who make public disclosures, generally about wrong doings in the workplace, are commonly referred to as "whistleblowers". Under certain

circumstances “whistleblowers” are protected under legislation for disclosing information that is known as “qualifying”. A qualifying disclosure must relate to:

- committing a criminal offence,
- failing to comply with a legal obligation,
- a miscarriage of justice,
- endangering the health and safety of an individual,
- environmental damage,
- concealing any information relating to the above.

All employees are legally protected if they make a qualifying disclosure relating to any of the above points. Anyone wishing to make a disclosure is strongly recommended to raise the issue with the Director in the first instance so that, where appropriate, there is an opportunity to address the area of concern.

Where an employee wishes to make a disclosure that concerns a matter that cannot be dealt with through the above procedure, it should be raised with *Protect*, an independent whistleblowing charity, on 0203 117 2520.

The Company is committed to good practice and high standards and to being supportive to staff who raise genuine concerns, even if they turn out to be mistaken. However, to ensure the protection of all our staff, those who raise a concern frivolously, maliciously and/or for personal gain and/or make an allegation they do not reasonably believe to be true will also be liable to disciplinary action.

## ***Safeguarding***

Safeguarding is the protection of people’s well-being, health and human rights, allowing them to live safely without neglect, harm or abuse.

The Company expects all employees to understand, recognise and report any suspected or actual abuse in line with our safeguarding policies and procedures.

Abuse and neglect can take many forms and can be unintentional. It can include physical, sexual, emotional, financial or material, discriminatory and institutional abuse. Abuse of vulnerable people does not have to be deliberate, malicious or planned. It sometimes happens when people are trying to do their best but do not know the right thing to do.

Employees have a responsibility and duty of care to the people they care for and support. If you see or are given information that causes you to be concerned about a vulnerable person, you must raise this with the Director immediately.

## ***Claiming and accounting for expenses***

If you incur or anticipate incurring legitimate expenses on the Company’s behalf then you can claim them back on production of valid receipts. Claims can only be made for expenses incurred wholly in respect of business purposes.



## ***Rights of search***

The Company has a contractual right of search in order to combat misappropriation of Company property, stock losses, or if the Company genuinely believes that drugs or any illegal substances are on the premises. The right of search is to address problems relating to the above issues.

Under the rights of search procedure the Company may carry out random checks on the identity, person, and property, including vehicles of employees at any time whilst they are on Company premises or business. It is understood that such checks in themselves do not imply suspicion in relation to the individual concerned.

You may be asked to remove the contents of your pockets, bags, vehicle, etc., and you will have the right to be accompanied by a third party who is on the premises at the time of search.

If a personal search is deemed to be necessary, you will be entitled to be searched by a member of the same sex.

Any refusal will be regarded as a refusal to carry out a reasonable instruction and will normally result in dismissal.

The Company reserves the right to call the police for assistance at any stage.

## ***CCTV surveillance***

The Company reserves the right to use closed circuit television (CCTV) systems as deemed necessary for the Company's legitimate interests and employees should expect all areas (other than those where use would contravene common decency) to be visible on a monitoring device. Signage will be clearly displayed to inform employees that CCTV is in use. Any information obtained from systems (including third party systems) will be used with strict adherence to UK GDPR. Information will be used for the prevention and detection of crime and to ensure compliance with our policies and procedures and our legal obligations. This may include using recorded images as evidence in disciplinary proceedings.

## ***Company vehicles***

The use of Company vehicles requires express approval from the Director and the private use of commercial vehicles requires further authorisation. Unauthorised passengers must not be carried in commercial vehicles, nor may any vehicle be used for personal gain.

Once the use of a vehicle has been approved you must ensure that the vehicle is kept clean and tidy, in a roadworthy condition, and that all normal engine and vehicle inspections are carried out at the designated intervals.

If you have an incident involving a vehicle, whether or not personal injury or vehicle damage occurs, you must make a full written report of the incident. All driving accidents and vehicle losses will be investigated as the Company deems appropriate and the Company may make a deduction from your pay for the cost of any damage or loss to the vehicle. If the Company decides that you are at fault, you will be subject to disciplinary action. If the Company reasonably decides to use any insurance policy to claim for the losses incurred, the amount of any deduction will be no more than the insurance excess.

You must produce your driving licence before permission to use a vehicle is first given and it must be produced at regular intervals thereafter, as notified by us. Any type of driving conviction or summons must be reported immediately to the Director and you agree to allow us to access your online driving licence information.

You must comply with all statutory regulations and/or Company regulations regarding the recording of daily mileage, journeys undertaken and driving hours.

To reduce the chance of theft, you must ensure that any valuable items are not on display in the vehicle and the vehicle must be locked at all times when unattended. Valuables must be removed from the vehicle overnight. If it is found that a valuable item has not been removed or made secure when the vehicle is unattended, and the item is subsequently stolen, then you will be liable for either the cost of replacement of the item or where the item is insured, the cost of the insurance excess where it is reasonable in the circumstances to claim on the insurance. You agree that any costs can be deducted from any monies owed to you.

Whilst you may find it necessary to use a mobile phone during the course of your work, the Company prohibits the use of hand held mobile phones while driving and will not be liable for any fines or penalties incurred by you using a Company mobile phone unlawfully.

Failure to return the vehicle in a good condition will result in the costs or losses being deducted from any monies outstanding to you. This is an express written term contained in your contract of employment.

## ***Fines***

Any fines or prosecutions arising from any motoring offence either moving or static will be your responsibility. Notices relating to such fines received by the Company will be passed to you. Fines not paid will be settled by the Company on receipt of the first reminder and deducted from any monies, including salary and expenses, due to you.

## ***Use of private vehicles on Company business***

The use of your own vehicle for Company business requires authorisation. Once authorised, you may claim a mileage allowance providing the Company has agreed the travel in advance.

You must have a valid licence to drive the vehicle and you are responsible for ensuring that your vehicle is in a roadworthy condition, with a valid MOT certificate (if applicable) and current vehicle tax, and that you have adequate insurance cover in place before undertaking any business travel. The Company will not accept any liability in the event of an accident, prosecution or fine.

# 7

## ***Company policies***

### ***Equality, diversity and inclusion policy***

#### ***Statement of policy***

The Company is fully committed to providing equal opportunities for all employees, workers and job applicants. The Company aims to create a culture that encourages and values diversity and that appoints, rewards and promotes staff based on merit.

It is unlawful to discriminate against any employee, worker or job applicant because of any "protected characteristic", namely age, disability, gender reassignment, marriage or civil partnership status, pregnancy and maternity, race (including colour, nationality and ethnic or national origin), religion or belief, sex or sexual orientation.

The aim of the policy is to ensure no job applicant or employee is discriminated against either directly or indirectly on any unlawful grounds.

The Company has overall responsibility for ensuring that this policy is implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.

The Company will ensure that the policy is circulated to any agencies responsible for its recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.

The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

The Company will maintain a neutral working environment in which no worker feels under threat or intimidated.

Discrimination is unacceptable and breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.

#### ***Recruitment, selection and career development***

The Company will endeavour, through appropriate training, to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

Promotion and career development will be made on merit. If you have any specific needs, the Company will accommodate and support you as far as practicable. All decisions relating to this will be made within the overall framework and principles of this policy.

Job descriptions, where used, will be in line with this equality, diversity and inclusion policy. Job requirements will be reflected accurately in any person

specifications. The Company will adopt a consistent, non-discriminatory approach to the advertising of vacancies.

The Company will not confine its recruitment to areas or social media sources that provide only, or mainly, applicants of a particular group.

All applicants who apply for jobs with the Company will receive fair treatment and will be considered solely on their ability to do the job.

All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.

Short listing and interviewing will be carried out by more than one person where possible.

Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

The Company will not reject any applicant because they are unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

## ***Training and promotion***

All appropriate staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

All training and promotion will be in line with this policy.

## ***Monitoring***

The Company will maintain and review the employment records of all employees in order to monitor the progress of this policy.

Monitoring may involve:

- the collection and classification of information regarding the sex, age, ethnicity, disability, sexual orientation, religion or belief, current working pattern, flexible working arrangements, caring responsibilities and marital status for all employees, such information which may be used to examine the distribution of employees and the success rate of the applicants, and
- recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and employees.

## ***Harassment policy***

The Company will not tolerate any form of harassment or bullying.

The purpose of this policy is to inform employees of the type of behaviour that is totally unacceptable and to explain what solutions there are to employees who may suffer harassment or bullying.

The Company intends to provide a neutral working environment in which no one feels threatened or intimidated.

Harassment is a discriminatory act and is also a criminal offence. It is very difficult to define as it can take many forms, but in the main it takes the form of unwanted behaviour by one employee towards another, for example:

- Patronising or belittling comments.
- Comments about appearance/body/clothes.
- Leering or staring at a person's body.
- Unwelcome sexual invitations or pressure.
- Promises or threats, concerning employment or conditions, in exchange for sexual favours.
- Displaying offensive or sexually explicit material.
- Touching, caressing, hugging or indecent assault.

Please remember the test is that the behaviour is UNWELCOME, UNINVITED AND UNRECIPROCATED.

Bullying may be described as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means intended to undermine or humiliate the recipient. Bullying may be physical, verbal or non-verbal conduct. Obvious examples are:

- Threats of or actual physical violence.
- Unpleasant or over repeated jokes about a person.
- Unfair or impractical work loading.

## ***Procedure***

If you encounter an incident of this nature, you may prefer to attempt to resolve the problem informally, if you feel able to do so. It may be possible to explain to the person engaging in the unwanted conduct that their behaviour offends you or makes you feel uncomfortable and this behaviour is not welcome and must stop. If this is too difficult for you to do on your own, support should be sought from a colleague or Manager to intervene on an informal basis.

When or if the informal approach fails or if you believe that the harassment or bullying is of a very serious nature you must bring the matter to the attention of the Director. If possible, you should keep notes of the harassment or bullying so that the formal complaint can be investigated, including the date, time and whereabouts of the act.

If you make a formal complaint it will be dealt with under the grievance procedure and all possible actions will be taken to separate you from the alleged harasser or bully.

If you bring a complaint of harassment or bullying you will not be victimised for having brought the complaint. However, following a full investigation, if the Company has

grounds to believe that the complaint was brought with malicious intent, you will be subject to disciplinary action under the Company's disciplinary procedure.

The Company's appeal procedures apply to appeals against decisions made under the equality, diversity and inclusion policy and the harassment policy.

## ***Anti-bribery policy***

### ***Introduction***

The Company values its reputation for ethical behaviour and for financial probity and reliability. It recognises that over and above the commission of any crime, any involvement in bribery will also reflect adversely on its image and reputation. Its aim therefore is to limit its exposure to bribery by:

- setting out a clear anti-bribery policy,
- establishing and implementing anti-bribery procedures as appropriate,
- communicating this policy and any relevant procedures to employees and to others who will perform services for the Company,
- undertaking appropriate due diligence measures before engaging others to represent the Company in its business dealings,
- monitoring and reviewing the risks and the effectiveness of any anti-bribery procedures that are in place.

### ***Policy***

The Company prohibits the offering, giving, solicitation or acceptance of any bribe (whether cash or other inducement)

- to or from any person or company (wherever they are situated and whether they are a public official or body or private person or company),
- by any individual employee, agent or other person or body acting on behalf of the Company,
- in order to gain any commercial, contractual or regulatory advantage for the Company in a way that is unethical,
- or in order to gain any personal advantage (pecuniary or otherwise) for the individual or anyone connected with the individual.

This policy prohibits any inducement that results in a personal gain or advantage to the recipient or any person or body associated with them, and which is intended to influence them to take action that may not be solely in the interests of the Company or of the person or body employing them or whom they represent.

This policy is not meant to prohibit normal and appropriate hospitality or the giving of a gift on a festival or at another special time, providing they are customary in a particular market, are proportionate and are properly recorded.

Inevitably, decisions as to what is acceptable may not always be easy. If you are in any doubt as to whether a potential act constitutes bribery, the matter should be referred to the Director before proceeding.

## ***Employees' responsibility***

The prevention, detection and reporting of bribery is the responsibility of all employees and the Company is committed to:

- encouraging employees to be vigilant and to report any suspicion of bribery,
- providing employees with suitable channels of communication and ensuring that sensitive information is treated appropriately,
- investigating instances of alleged bribery and assisting the police and other appropriate authorities in any resultant prosecution,
- taking disciplinary action against any individual(s) involved in bribery.

Any suspicion of bribery should be reported in confidence to the Director who has overall responsibility for bribery prevention.

## ***Criminal records***

Many posts within the Company are exempt, because of the nature of the work, from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974, by virtue of the Exceptions Order 1975 as amended. This means that for exempt posts all convictions, including those that are "spent" under the terms of the Rehabilitation of Offenders Act 1974, but excluding those that are "protected" under the Exceptions Order, will be made known to us. Criminal record checks are carried out on relevant employees at the commencement of their employment and any subsequent safeguarding investigations or suspensions, police arrests, criminal charges or convictions must be notified to the Director. "Convictions" include convictions in a court of law, police cautions, reprimands and final warnings.

## ***Vetting and Barring Scheme***

If your work is classed as a 'regulated activity' under the above scheme we will be required to check whether or not your name is included on the Adults' List maintained by the Disclosure and Barring Service (DBS) as being barred from working with vulnerable groups.

In addition, if we believe that you are guilty of misconduct that has harmed or placed a member of a vulnerable group at risk of harm, we have a statutory duty to refer your name to the DBS for possible inclusion on the Adults' List. This duty also applies in relation to ex-employees.

## ***Private dealings with service users***

You must not accept money or gifts from service users or their relatives without the Company's permission. Any such offers made to you must be reported to The Director.

You must not agree to any request from a service user or relative to act as a witness or executor for any will or power of attorney. Any such requests must be re-directed to The Director.

## ***Statements to relatives***

Statements or opinions relating to a service user's physical or mental well being must only be given by designated staff.

# ***Communication and representation policy***

## ***Introduction***

The Company will take every step to communicate to all employees with particular respect to its products, services, and plans for the future, etc. It also encourages employees to express their views in terms of suggestions and opinions.

## ***Notice boards***

All statutory notices, vacancies, internal information and all other matters of general interest will be displayed on the official notice board. Employees wishing to display notices relating to social, sporting or domestic activities should obtain permission from the Director to do so.

## ***The Employee Handbook***

All employees will be given a copy of this handbook or advised where it can be accessed electronically at the beginning of their employment with the Company. After that time a copy will always be available on the premises or via Atlas.

## ***Trade Union membership and recognition***

The Company recognises your right either to join or not to join a trade union of your choice.

The Company has no recognition agreement with any union and as a result no paid union officials will be allowed on the premises except for the purpose of representation at a disciplinary or individual grievance meeting or any associated appeal meeting.

## ***Telephones (including mobile phones)***

Employees may use the Company's telephone system for local calls within reason and in cases of personal emergency. If possible authority should be sought from the Director before the call is made and if not as soon as possible afterwards. Employees are not permitted to make personal calls from the Company's mobile phones. Personal mobile phones should be switched to silent whilst working in a service user's home. If you do need to make a call during your working hours you are required to inform the service user first.

## ***Postal mail***

All posted mail delivered to the Company is normally opened centrally even if it is addressed as personal or has confidentiality marking. Therefore, no personal mail should be sent to the Company without permission (e.g. 'signed for' parcels) or personal mail sent out using the Company's system.

## ***Information technology***

The Company will not tolerate any employee using the Company's IT for any purpose other than business use. No one may use any private software on the system. This is necessary to ensure no viruses contaminate the business systems.



## ***The Internet***

The Company subscribes to an Internet service in order to provide current information. No one may use this facility for any personal reasons, including downloading or streaming from the Internet to computers or mobile devices.

## ***Social media***

The use of social networking sites for personal purposes during working time or on Company IT equipment is not permitted and is a breach of Company rules.

When using social networking sites away from work you must ensure that, if adding personal news items, they do not include reference to the Company by name or by photograph, or to any employee, worker, client, customer or any other person or organisation connected with the Company, or any of their relations or friends. Failure to comply with this policy will be treated as a serious breach of the rules and will result in disciplinary action being taken, up to and including summary dismissal.

Any use of social networking sites that brings the Company into disrepute, or breaches the equality, diversity and inclusion policy or harassment policy, will be regarded as gross misconduct and will result in summary dismissal.

## ***Employee data***

We hold personal data on all our employees to meet legal obligations and to perform vital internal functions. Our employee data privacy notice details the personal data we may retain, process and share with third parties relating to your employment and vital business operations. We are committed to ensuring that your information is secure, accurate and relevant. To prevent unauthorised access or disclosure, we have implemented suitable physical, electronic, and managerial procedures to safeguard and secure personal data we hold.

We retain employee data for as long as it is required for the purpose for which it was originally obtained or for compliance with audit or other legislative requirements whichever is longer. In many cases this will be for a period of six years plus one month following the end of your employment with us or the end of the calendar year. Some records may be kept for longer than this to comply with Health and Safety at Work or other legislation, or for other legislative or legal reasons.

If you would like to see a copy of our employee data privacy notice, please contact the Director.

## ***Training policy***

### ***Introduction***

Day to day training is the responsibility of the Director who can call on specialised skills and knowledge within the Company and from external sources for advice on training matters.

### ***Aims***

The aims of the policy are:

- To provide induction training for all new employees, including relevant health and safety information.

- To provide job specific training to all new employees and to existing employees who are changing job within the Company, including health and safety information.
- To identify the longer-term development needs of those employees with potential to progress beyond their present job and to meet those needs when they are consistent with the needs of the Company.

## ***Procedures***

The procedures for training are:

- A record will be kept for each employee showing the training received.
- The training records will be monitored on a regular basis and the needs checked.
- All training programmes will be monitored and revised as necessary in order to meet changing business needs.

## ***Appraisal/supervision policy***

The work performance of all employees is monitored on a continuous basis through supervisions. This is so that the Company can maximise employees' strengths and help them to overcome any weaknesses. The Company also carries out formal annual appraisals on all employees.

## ***Lay off/short time working***

If a situation arises where there is a reduction of work, or there is any other occurrence that affects the normal running of the business, the Company has a right to either lay off without pay other than Statutory Guarantee Pay or implement shorter working hours and reduce pay in proportion with the reduction in working hours. This procedure is in line with your terms and conditions of employment.

The Company also reserves the right to select the employees best suited to carry out whatever work is available.

Employees will be offered alternative work wherever possible.

Employees who are laid off must still be available for work as and when necessary since continuity of service is not affected by any period of lay off.

The Company will pay Statutory Guarantee Pay in accordance with the current government regulations.

Any employee who is laid off for longer than the Statutory Guarantee Pay period will be given a letter to take to the relevant government agency. Employees should then be able to sign on as temporarily unemployed, even though they will still be employed by the Company.

## ***Drugs and alcohol policy***

The Company is committed to maintaining a healthy, safe and productive working environment for its employees. The Company recognises the impact that drugs and alcohol may have on an individual's ability to work safely and correctly and aims to

ensure a working environment free from the inappropriate use of substances and where employees are able to carry out their duties in a safe and efficient manner.

If you are concerned that you or any of your colleagues are misusing drugs, medication and/or are excessively consuming alcohol, you are encouraged to speak to the Director as soon as possible.

If you are prescribed medication by your doctor you must immediately discuss this with the Director and provide confirmation from your doctor as to any possible side effects if:

- such medication may affect your ability to carry out your duties and/or drive; and/or
- such medication is covered by the Misuse of Drugs Act 1971.

This will apply whether or not there is any actual threat to health and safety.

## ***Standards of behaviour***

- The consumption of alcohol by employees is inappropriate at any time during working time and/or during any breaks.
- The consumption of alcohol by employees is inappropriate at any time before work whenever their work performance might be affected by such consumption.
- The use of:
  - substances covered by the Misuse of Drugs Act 1971 (referred to as 'controlled drugs');
  - solvents and/or any other similar substances as a means of achieving an altered state of mind or consciousness; and
  - 'legal highs', psychoactive drugs and new psychoactive substances (even where these may not be banned under the Misuse of Drugs Act 1971);

by employees is inappropriate:

- at any time during working time or during any breaks; and/or
- before work whenever their work performance might be affected by such use.

The misuse by employees of medication is inappropriate if their work performance might be affected by such misuse.

Illegal dispensing, distributing, possessing, using, selling or offering to buy any drugs at work by any employee is prohibited. This includes controlled drugs, 'legal highs' or substances such as solvents where it is known, or could reasonably be known, to be for use as a means of achieving an altered state of mind or consciousness. Any such activity (including reasonable suspicion of it) on Company premises will be reported to the police.

If you are found to be in breach of the rules in this section you will be liable to dismissal on the grounds of gross misconduct under the Company's disciplinary procedures.

For the avoidance of doubt, using a controlled drug prescribed by a doctor shall not be treated as gross misconduct. However, you must comply with the notification requirements above and the requirements of any relevant risk assessment and failure to do so could result in disciplinary proceedings being brought against you.

## ***Smoking policy***

It is illegal to smoke in enclosed or substantially enclosed workplaces and the Company has a policy that prohibits smoking throughout the entire workplace with no exceptions. This policy applies to all employees and to visitors to the premises.

Failure to comply with this policy will result in disciplinary action and possible criminal prosecution.

This policy also applies to the use of e-cigarettes.

### ***Smoking on service users' premises***

Employees are not permitted to smoke on service users' premises, including the use of e-cigarettes, even if the service user is prepared to allow it or is a smoker. Any failure to comply with this rule will result in disciplinary action.

## ***Dress code policy***

Employees represent the Company whenever they meet service users and visitors and we would ask that employees' appearance should be appropriate at all times.

Employees who have been given a uniform or name badge should wear them at all times whilst on Company business. Uniforms must be kept clean, pressed and presentable.

It is not intended that this policy should operate to discriminate against any employee who for religious reasons is required to wear certain clothing or adopt certain religious symbols.

Any personal protective equipment that is issued by the Company must be worn at the relevant time. Failure to wear this equipment may result in disciplinary action.