

STAFF HANDBOOK



Supporting the hair, beauty
and barbering industries

NATIONAL HAIR & BEAUTY FEDERATION

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1. INTRODUCTION

- 1.1 The purpose of this Handbook is to set out the rules and procedures that are in place to ensure the smooth, safe and efficient operation of the business so that everyone benefits. It is designed to promote a culture of openness, transparency and good communication and to encourage effective team work and a clear understanding of the basic rules that we must all follow in order to create and maintain a successful enterprise.
- 1.2 This Handbook should be read in conjunction with your Statement of Main Terms of Employment ('Statement'), which should have been provided to you. Other or revised rules, policies and procedures may be issued at any time separate to this Handbook and it is your responsibility to observe and adhere to these.
- 1.3 This Handbook is not a contractual document and the rules within do not form part of your contract of employment.
- 1.4 These rules may be changed or updated from time to time, to keep up with changes in legislation and to accommodate developments in the way the Organisation carries out its business. Whenever possible, you will be given advance notice of any changes that materially affect you.
- 1.5 The Organisation has endeavoured to place most of the rules and policies within this Handbook. However, from time to time new policies may be introduced and it will not be possible to immediately incorporate them into a new version of the Handbook. If new policies are introduced the Organisation will inform you at the relevant time.
- 1.6 **Failure to adhere to the Organisation's rules, procedures and policies may result in disciplinary action (which may include dismissal) in accordance with the Organisation's Disciplinary Procedure.**
- 1.7 There is an obligation upon you (as an employee) to take time to read this Handbook and ensure you understand it. If you do not understand any aspect of the Handbook you should not be embarrassed and you should approach your line manager who will be happy to answer any of your questions.
- 1.8 Feedback and suggestions about the contents of this Handbook are welcomed. Please provide them in writing to your Manager.

2. GENERAL

Administration / Starting Your Employment

- 2.1 On your first day you should normally go to your place of work, unless otherwise stated in your letter of appointment. In order to begin your employment, you will need to have supplied the following documents and information:
 - Original documentary evidence of your right to work in the UK (required for the purpose of our obligations under the Asylum and Immigration Act 2004). A list of acceptable documents can be found at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/426964/an_employers_guide_to_right_to_work_checks_may_2015_final.pdf
 - (Drivers only): Your driving license number and DVLA check code
 - One copy of the signed contract terms
 - Signed Privacy Notice
 - One copy of the signed Apprenticeship Deed (If applicable)
 - Your P45 (or complete a P46 which will be supplied to you)
 - National Insurance number and bank details for payroll administration purposes.
 - If you wish to join the salon's pension scheme - details of pension entitlement from your previous employer (if applicable)
 - Details of any statutory sick pay received in the last 8 weeks

Please bring original documents where requested. We will take copies which will be held on your personnel file and we will return the originals to you.

- 2.2 In the case of drivers, they will need to go through the Organisation inspection procedure which requires us to check individual licences with the DVLA on the commencement of your employment and once a year, or as otherwise requested.
- 2.3 The Organisation will require you to share your driving licence information by supplying it with your driving licence number and a check code provided by the DVLA. If you receive any points on your licence you must inform the Organisation of this immediately.
- 2.4 As an employer, we are obliged by the terms of the Asylum and Immigration Act to require you to produce proof of your right to work in the UK as a condition of starting your employment.

Induction Procedures

- 2.5 You will be given access to this Handbook which you must read in order to familiarise yourself with the rules and procedures set out in it. You will be required to confirm that you have received and read the staff handbook on the appropriate form.
- 2.6 On joining, you will receive training in the Organisation's procedures, including in particular, the Health and Safety and Fire Safety Procedures. As soon as possible, you will be introduced to your line manager. If you have any questions or concerns as you settle into your new employment, you should raise them immediately with your line manager, who will do his or her best to help and support you. Alternatively, you should bring any queries to a Manager who will be pleased to help.

Place of Employment

- 2.7 You will be required to work in the place specified in your contract of employment. Your contract allows for you to be moved to a different location on a temporary basis if business needs require. Also, you may be required to permanently work at a different location.
- 2.8 If any changes to your place of work should take place the Organisation will do its best to keep you informed at all stages and give you as much advanced warning as possible. The Organisation will also try to take into account your personal circumstances but makes no guarantee that your circumstances can always be accommodated

Probationary Period

- 2.9 Your employment is subject to an initial probationary period of 3 months that can be extended by a further 3 months upon notice from the employer to the employee. References will be taken up during the probationary period. Your continued employment will be conditional on satisfactory references. The probationary period does not apply to apprentices and apprenticeship.
- 2.10 During your probationary period, your performance and general suitability will be assessed and, if it is satisfactory, your employment will continue.
- 2.11 At the end of the probationary period, if you have not yet met the required standard, the Organisation may decide to extend the probationary period to give you a further opportunity to satisfy us that you are able to do so. If you fail to improve sufficiently during the extended probationary period, your employment will be terminated.
- 2.12 If your work performance or suitability for the role is not up to the required standard, we may either take remedial action or terminate your employment (normally without recourse to the disciplinary procedure). At the end of your probationary period, you will be assessed and, if satisfactory, your employment will continue and you will no longer be subject to probation.
- 2.13 Your employment may be terminated by either party at any time during your probation period by giving the notice detailed in the Notice section of your contract of employment.

Employee Training

- 2.14 At the start of your employment, you will receive the necessary training for your specific job. As your employment progresses, your skills may be extended to encompass new job activities within the business, depending on our business requirements and your individual skills and strengths as they develop.

Performance Review and Staff Appraisal

- 2.15 Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses.
- 2.16 Performance targets in your role will be discussed with you and set either: weekly, monthly or quarterly.

- 2.17 Targets are intended to encourage you to maximize your full earning potential. However, be aware that a persistent failure to meet the targets set for you without reasonable explanation may result in the termination of your employment with the Organisation under the Organisation's disciplinary policy.
- 2.18 Appraisals of staff will be carried out from time to time by the Organisation

3. PAY

- 3.1 Your wages (and expenses if applicable) are paid calendar monthly/four weekly/ weekly in arrears net of tax and national insurance either directly into your bank or building society or by cheque (as per prior agreement).
- 3.2 You will receive written notice of any change to your pay.

4. EXPENSES

- 4.1 The Organisation will reimburse to you all expenses properly incurred by you in the proper performance of your duties if they are claimed in accordance with this (or another) procedure.
- 4.2 In order to claim expenses, they must be incurred as a necessary part of your duties and if there is any doubt you should ask your Manager for clarification that the expense may be reimbursed before it is incurred.
- 4.3 In order to claim expenses, you must complete the appropriate form and attach receipts, vouchers or other evidence of payment and the form must be signed by your manager. Expenses are to be submitted MONTHLY direct to the accounts office on the Organisation expenses claim form to arrive by 20th of each month, for re-imbusement direct into your bank account on payday each month.
- 4.4 **WARNING:** Payment of your expense claims will be delayed or withheld if not properly substantiated. Fraudulent claims may result in your dismissal.
- 4.5 All expenses claims must be made within 1 month of the incurring of the expenditure. Any claims made after this deadline will not be reimbursed.
- 4.6 Reimbursement of travel expenses will be made up to the maximum allowed by the guidance from HM Revenue and Customs, but this does not guarantee the Organisation will pay the maximum allowed. The Organisation will notify you of the changes in these rates as they occur from time to time.

5. HOURS OF WORK

- 5.1 Your hours of work are set out in your contract.
- 5.2 You will receive a rest break of 20 minutes if your daily working time exceeds 6 hours. If you are 16 or 17 years of age, you will receive a rest break of 30 minutes if your work time exceeds 4 hours 30 minutes. Rest breaks will be unpaid and do not form part of your working time.
- 5.3 You may be required to take an unpaid lunch break of 1 hour, to be taken at a time designated by your Manager. If this is the case, you will not otherwise receive a rest break.
- 5.4 The Organisation has the right to make reasonable changes to your hours of work.
- 5.5 You will often be expected to work beyond your normal working hours should the workload demand. You will be paid at the normal hourly rate for any overtime worked. Overtime may only be worked if agreed by the Employer.
- 5.6 The Organisation has the right (also as set out in your contract of employment) to require you to remain away from work on full pay for such period and on such conditions as the Organisation may specify.

6. HOLIDAYS

- 6.1 The Organisation's holiday year runs from January to December or as otherwise set out in your contract of employment or agreed with your manager.
- 6.2 Payment for holidays will be at your normal rate of pay.

- 6.3 You are entitled to 28 working days of holiday per calendar year (reduced pro rata in relation to your part-time hours if you work part-time) inclusive of all bank and statutory holidays which you are permitted to take, or such increased amount of holiday set out in your contract of employment or agreed with your manager.
- 6.4 If you wish to take holiday you will normally need to make your request with four week's notice. The holiday request will be considered by your Manager who will advise you within two weeks whether your request has been granted. The Organisation will respond as soon as possible to your request for holiday. No responsibility will be accepted for monies lost as a consequence of your failure to follow this procedure.
- 6.5 You should not presume that your request for leave will be approved and make any bookings before your request has been granted.
- 6.6 You may not take holiday that would mean you are away from work for more than 2 consecutive weeks. Holidays must be taken at a time that is convenient for the Organisation. You will not be paid for annual leave taken without prior authorisation.
- 6.7 No unused holiday may be carried forward into a subsequent holiday year and you will not generally receive a payment in lieu of any unused holiday except on termination of your employment.
- 6.8 Unused holiday can only be carried over to another holiday year in cases involving sickness absence or in cases of maternity, paternity, adoption, parental or shared parental leave.
- 6.9 If you start or leave your employment during the holiday year, your holiday entitlement for that holiday year will be calculated pro rata to the period worked in that holiday year.
- 6.10 Employees accrue holiday entitlement during Maternity/Adoption/Paternity/Shared Parental Leave periods.
- 6.11 Upon termination of your employment, you will be entitled to pay in lieu of any unused holiday entitlement for that holiday year. If, at the end of your employment, you have already taken holiday in excess of your annual entitlement, you must repay any pay received for that holiday, and you agree that the Organisation may deduct such sums from any money owing to you.
- 6.12 The Organisation may require you to take any unused holiday during your notice period, even if you have already booked that holiday to be taken after the end of the notice period. Alternatively, the Organisation may require you to work the whole or any part of your notice period even if you have already obtained authorisation to take holiday during that period.
- 6.13 The Organisation may require you take your holiday on specified days (for example when we are closed on Christmas Day or refurbishment).

7. PUBLIC HOLIDAYS

- 7.1 Your holiday entitlement is 28 days per annum in total, inclusive of all bank, statutory or public holidays (reduced pro rata if you work part-time), or such increased amount of holiday set out in your contract of employment or agreed with your manager.
- 7.2 Due to the nature of our business, you may be expected to work on public holidays in the ordinary course of your employment.
- 7.3 You will not receive any additional pay or overtime when you work on a public holiday. You will be allowed to take your holiday entitlement on a different day if you do not use the allowance for a public holiday.
- 7.4 Sometimes we may open for only half a day on a public holiday. If this is the case you will only use half a day of allowance if you choose to take that day as a holiday and if you work on that day you will be entitled to use a half day at a different time.
- 7.5 If you wish to take paid annual leave on a date falling on a public holiday when we will be open, you must give at least four weeks' notice of your proposed holiday in accordance with the procedure set out above. This is to enable the Organisation to check and organise staffing requirements for the public holiday in question.

8. NOTIFICATION OF SICKNESS OR OTHER ABSENCE

Principles

- 8.1 It is your responsibility to notify us at the earliest opportunity you are absent from work for any reason. If the absence continues for any length of time, you must keep your Manager fully informed and submit medical certificates where appropriate. We require this information in order to manage the business effectively in your absence and to pay you appropriately.
- 8.2 If you cannot attend work for any reason and your absence has not previously been authorised by the Organisation, you must inform the Organisation.

Sickness Notification Procedure

- 8.3 You should always attempt to notify your Manager directly about any absence and speak with them when you are ringing with an update. If they are not available, you should not rely on another member of staff to pass on a message on your behalf. If you cannot speak directly to your manager you must leave a telephone number (preferably a land line) on which you can be contacted in person. Providing details of your absence by text message is not acceptable. If you have left a message and your manager has not returned your call, you should try again after a reasonable time (about an hour).
- 8.4 You should provide details of how long you expect to be absent (if possible) and the full reasons for your absence to your Manager when you phone in.
- 8.5 You should contact your Manager by no later than 30 minutes after the time at which you are due to start work on the first working day of absence.
- 8.6 If your absence continues you should call again to update the Organisation on every working day of your absence until the provisions of clause 9.3 below applies.
- 8.7 Immediately after your return to work after a period of sickness absence of up seven days you must complete a Self-Certification form, stating the dates of and the reason for your absence, including details of sickness on non-working days, as this information is required by the Organisation for calculating Statutory Sick Pay entitlement. Self-Certification forms can be obtained from your manager and will be retained in the Organisation's records.
- 8.8 If you are absent from work due to sickness or injury that continues for more than seven days (including weekends) you must provide the Organisation with a medical certificate by the eighth day of sickness or injury. Thereafter weekly medical certificates must be provided to the Organisation to cover any continued absence and you must contact the Organisation on a weekly basis to update the Organisation on the position regarding your illness and likely return date.

Other Unforeseen Absences

- 8.9 When a domestic or other unexpected situation occurs, you (or someone on your behalf) must notify your Manager as soon as practicable.
- 8.10 The Organisation will always treat such cases sympathetically but you must keep in touch with your Manager and agree the amount of time you will be away from work.
- 8.11 You should always attempt to notify your manager directly about any absence and speak with them when you are ringing with an update. If they are not available, you should not rely on another member of staff to pass on a message on your behalf. If you cannot speak directly to your manager you must leave a telephone number (preferably a land line) on which you can be contacted in person. Providing details of your absence by text message is not acceptable. If you have left a message and your manager has not returned your call, you should try again after a reasonable time (about an hour).
- 8.12 Payment for such absences will be at the discretion of the Organisation.

Failure to notify absence and/or unauthorised absence

- 8.13 All absences will be recorded and monitored.
- 8.14 Failure to follow the notification procedure without good reason will be regarded as a disciplinary matter.
- 8.15 Frequent, unexplained or unauthorised absence will also be regarded as disciplinary matters.

9. SICK PAY

- 9.1 If you are absent from work due to sickness or injury and comply with the Organisation's procedures and provided that you meet the applicable statutory conditions, you will be paid Statutory Sick Pay.
- 9.2 To be eligible for Statutory Sick Pay, you must have been incapable of work for at least four consecutive days. For Statutory Sick Pay purposes, your qualifying days are Monday to Saturday.
- 9.3 Statutory Sick Pay will be administered in accordance with the legislation in force at the time.
- 9.4 The Organisation may require you to be examined at anytime by an independent doctor at its expense and unreasonable refusal by you to comply with any such request is likely to be a disciplinary offence. It may also have an adverse effect on the Organisation's entitlement to pay you Statutory Sick Pay and will make it difficult for the Organisation to make informed judgments about your fitness to work.

10. SICKNESS ABSENCE PROCEDURES

- 10.1 The Organisation may need to dismiss an employee whose attendance does not meet an acceptable standard either because of a long-term absence or because of a series of short-term absences. Such dismissals do not depend on any wrongdoing on the employee's part and do not mean that the Organisation does not accept that their absences are genuinely due to illness or injury. Rather, dismissal is recognition that unfortunately the employee is no longer able to perform their role or attend work on a sufficiently regular basis to make their continued employment a viable option.

Short-term absence

- 10.2 An employee who is absent on more than three occasions within a six-month period will be invited to a meeting to discuss their attendance. The meeting will usually be conducted by the employee's line manager and the employee will have a right to be accompanied by a fellow employee or a trade union official on the same basis as set out in the performance management procedure.
- 10.3 At the meeting the employee will be asked to explain the level of their absence. Where there is any indication that the absences are caused by an underlying medical condition then the matter may be dealt with under the procedure for long-term absence set out below. The Organisation may also seek medical evidence from either the employee's doctor or an occupational health specialist in which case the meeting will be adjourned for a report to be obtained.
- 10.4 Subject to any medical evidence, the manager conducting this first-stage meeting may decide to issue a warning to the employee setting out the Organisation's expectations regarding attendance and indicating the level of improvement needed. A review period will normally be set which may range from one month to 12 months depending on the circumstances.
- 10.5 If the employee's attendance does not improve to the extent required they may at any stage in the review period be invited to attend a second-stage meeting to discuss the matter. The meeting will again be conducted by the line manager and the employee will be entitled to be accompanied by a fellow employee or trade union official. This meeting may result in an extension of the review period or the issuing of a final written warning requiring the employee's attendance to improve and setting out the level of improvement required over a specified period of up to one year.
- 10.6 If the employee does not meet this standard and there is no underlying condition where reasonable adjustments would assist the employee to attend then they may be dismissed. A final meeting will be convened which shall be conducted by a manager with appropriate authority to dismiss and will consider any representations made by or on behalf of the employee who will once again have the right to be accompanied by a fellow employee or trade union official.
- 10.7 Any dismissal arising out of this meeting will be with notice.
- 10.8 There is a right of appeal against a decision to dismiss which must be exercised within five working days of the decision being communicated.

Long-term sickness absence

- 10.9 Where an employee is absent for an extended period – or it is clear that their absence is likely to continue for some time – then the Organisation will want to investigate the prospects for their return and consider what actions can be taken to facilitate this. The extent to which the Organisation can continue to accommodate an employee’s absence will depend on a range of factors, including the role of the employee and the prevailing circumstances of the business.
- 10.10 The Organisation will seek medical advice as to the employee’s condition either from the appropriate professionals caring for the employee or from a specialist occupational health practitioner. The focus will be on ascertaining when the employee will be able to return to work and what steps the Organisation can take to facilitate this.
- 10.11 An employee is not obliged to consent to any medical reports or records being shared with the Organisation as part of this process. However, in the absence of medical evidence the Organisation will have to work on the basis of what information is available in reaching its decision.
- 10.12 One or more meetings will be arranged with the employee to discuss their condition, the prospects for any return to work, and whether anything more can be done by the Organisation to help. The employee will be entitled to be accompanied at the meeting by a fellow employee or trade union official.
- 10.13 Every effort will be made to make suitable arrangements for the meeting to allow the employee to attend. Where the employee is simply too ill to take part in the process, however, the Organisation may proceed to dismissal in the absence of a meeting taking into account any representations made on the employee’s behalf.
- 10.14 Where it appears that the employee will be unable to return to work within a reasonable time frame then the Organisation may need to consider dismissal. Any dismissal will be with notice.
- 10.15 There is a right of appeal against a decision to dismiss which must be exercised within five working days of the decision being communicated.

11. DISCIPLINARY PROCEDURE

- 11.1 The Organisation wishes to ensure high standards from its employees. This Disciplinary Procedure enables the Organisation to take appropriate action against you where your conduct is unsatisfactory. However, the Organisation abides by a number of principles to ensure that any employee subjected to disciplinary action receives consistent and fair treatment.
- 11.2 Principles:
 - Any complaint made against you will be fully investigated and no disciplinary action will be taken until you have been informed of the nature of the complaint and given the opportunity to make representations at a disciplinary meeting.
 - You will have the right to be accompanied by a work colleague or trade union official of your choice at any formal disciplinary or appeal meeting.
 - Whilst the Organisation will make all reasonable efforts to ensure that you are present at any disciplinary hearing, in case of persistent absence or failure to agree a meeting date the Organisation may hold the hearing in your absence and in which case a decision will be made in your absence. It is therefore in your interests to make yourself available for any hearings.
 - Wherever possible the Organisation will use its best endeavours to keep all details relating to any disciplinary investigation or procedure confidential.
 - You will not be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will normally be dismissal without notice and without pay in lieu of notice.

- You have a right of appeal against any disciplinary action taken against you.
- This procedure may be implemented at any stage if the nature or seriousness of your alleged misconduct warrants such action.

THE PROCEDURE

Informal Discussions

- 11.3 Before taking formal disciplinary action, in normal circumstances your line manager will make every effort to resolve the matter by informal discussions with you. If the matter cannot be dealt with informally, then the formal procedure will be used.
- 11.4 No formal action (such as a written warning) will be taken without the formal procedure being completed. However, verbal warnings (which are informal) might be recorded on your file as a record of the agreed action.

Formal Disciplinary Procedure

Step 1: Investigation

- 11.5 The Organisation will investigate the problem to establish the facts. This investigation will be proportionate to the severity of the alleged misconduct, the proposed sanction and the complexity of the issues.
- 11.6 There may (or may not) be a separate investigation hearing. This will depend upon the circumstances.
- 11.7 No action will be taken against the Employee at the Investigation stage, which is only about finding out the facts.
- 11.8 There is no statutory right to be accompanied to an investigation meeting. However, the Organisation will in most circumstances allow the Employee to be accompanied by a work colleague.

Step 2: Informing the Employee

- 11.9 The Organisation will write a letter to the Employee setting out the allegations and the basis for them and invite the Employee to a meeting to discuss.
- 11.10 If any witness statements or other evidence has been gathered these will be sent to the Employee with this letter. The letter will also set out the possible disciplinary sanction and inform the Employee of their right to bring a companion.

Step 3: Disciplinary Meeting

- 11.11 Hold a meeting with the Employee to consider and discuss the allegations.
- 11.12 Either party may call witnesses to give evidence. If they wish to do so, they should give 1 working day of notice (prior to the start of the meeting) of the names of the witnesses they intend to call.
- 11.13 It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without the express written authorisation of the Organisation.

Step 4: Decision

- 11.14 After the meeting the Employer will make a decision. Initially, the Employee may be informed verbally, but the decision will always be confirmed in writing. The letter will tell the Employee about their right to appeal.

Step 5: Appeal

- 11.15 There will be a right of appeal and an appeal meeting if requested by the Employee.
- 11.16 If the Employee wishes to appeal they should write to the Organisation setting out their grounds of appeal within 5 days of receiving the written decision.

- 11.17 If possible the Appeal will be heard by a manager not already involved in the investigation or decision.
- 11.18 The Employee will have the right to be accompanied by a work colleague or trade union official at the Appeal meeting.

Possible Formal Sanctions: First Written Warning

- 11.19 If conduct is unsatisfactory, you will normally be given a first written warning. Such warnings will be recorded on your personnel file, but they will normally be disregarded after 12 months of satisfactory service.
- 11.20 Where appropriate, you may also be told that a final written may be considered if there is no sustained satisfactory improvement or change within a stipulated period and where the first offence is sufficiently serious, the Organisation may move directly to a final written warning.

Possible Formal Sanctions: Final Written Warning

- 11.21 If the offence is serious or if there is no improvement in standards, or if a further offence occurs, a final written warning may be given which will include the reason for the warning and a note that if no improvement results within a stipulated period, action, as set out below, is likely to be taken.
- 11.22 Again, the warning will be recorded on your personnel file but normally disregarded after a period of 12 months.
- 11.23 Dismissal will usually only be appropriate for:
- Misconduct during your probationary period;
 - Further misconduct where there is an active final written warning on your record; or
 - Any gross misconduct regardless of whether there are active warnings on your record.

Possible Action Short of Dismissal

- 11.24 In some cases the Organisation may, at its discretion and with your agreement, consider alternatives to dismissal. These will usually be accompanied by a final written warning. Examples of action short of dismissal may include: demotion, transfer to another role, a period of suspension without pay, loss of seniority, reduction in pay or loss of overtime.

Gross Misconduct

- 11.25 If, after investigation, it is confirmed that you have committed an offence of gross misconduct, the normal consequence will be dismissal without notice or pay in lieu of notice. Some examples of the type of offence that, in the absence of mitigating circumstances, is likely to amount to gross misconduct, are listed below, but the list is not exhaustive:
- Theft, fraud, deliberate falsification of records
 - Physical violence including fighting and assault on another person
 - Deliberate damage to the Organisation's property or property belonging to any employee
 - Serious incapability through alcohol or drugs used other than in accordance with a prescription issued to you
 - Driving on Organisation business whilst under the influence of alcohol
 - Abuse of drugs
 - Refusal to undergo a medical examination at the Organisation's request in connection with the Organisation's Alcohol and Drug Abuse Policy
 - Refusal to comply with the Organisation's Search Procedure
 - Negligence which causes significant loss, damage or injury

- A serious act of insubordination
 - Serious failure to follow the health and safety rules of the Organisation
 - Failure to notify the Organisation of a serious and immediate danger to health or safety
 - Serious misuse of the Organisation's computing, telephone or postage facilities
 - Breach of the Organisation's Equal Opportunities Policy (for example: harassment on grounds of sex, age, race or disability)
 - Disclosure of confidential information
 - Dishonest use of the Organisation's property or name
 - Bringing the Organisation into disrepute
- 11.26 Whilst the alleged gross misconduct is being investigated, you may be suspended, during which time you will be paid your normal pay rate. In the event that you become unfit for work or unable to attend any necessary meetings due to sickness, the Organisation will review the decision to keep you on suspension and, following this review, your suspension may be lifted. If your suspension is lifted, you may no longer be entitled to full pay but will be entitled to Statutory Sick Pay in accordance with the Organisation's rules and procedures.
- 11.27 Any decision to dismiss will be taken by the Organisation only after a full investigation.
- 11.28 This policy will be reviewed from time to time. If you have any comments on this policy, please direct them in writing to your line manager.

Appeals

- 11.29 If you feel that disciplinary action taken against you is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to your manager within 5 working days of that date on which you were informed of the decision.
- 11.30 If you are appealing against dismissal the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful you will be reinstated with no loss of continuity or pay.
- 11.31 If you raise new matters in your appeal, we may need to carry out further investigation. If any new information comes to light we will provide you with a summary, including, where appropriate, copies of additional documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing, and you or your companion may comment on any new evidence arising during the appeal before any decision is taken.
- 11.32 We will give you written notice of the date, time and place of the appeal hearing. The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in light of the procedure which was followed and any new information which may have come to light. This will be at the Organisation's discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.
- 11.33 Where possible the appeal hearing will be conducted impartially by a manager who has not previously been involved in the matter. You may bring a companion who is a work colleague or trade union representative with you to your appeal hearing.
- 11.34 We may adjourn the appeal hearing if we need to carry out any further investigations in light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

- 11.35 Following the appeal hearing we may:
- Confirm the original decision;
 - Revoke the original decision; or
 - Substitute a different penalty which will not be more severe than the original sanction imposed.
- 11.36 We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.

12. PERFORMANCE IMPROVEMENT PROCEDURE

- 12.1 It is in everybody's interests for employees to perform well at their jobs and the Organisation aims to ensure that all employees are given the support needed to ensure that they do so. Where there are issues with performance then the employee should receive feedback from their manager setting out any concerns. Discussions should take place about how that performance can be improved. This procedure is designed to be used when such informal discussions do not lead to the employee's performance improving to an acceptable level.
- 12.2 Where an employee's poor performance is believed to be the result of deliberate neglect, or where serious errors have been made to the detriment of the Organisation then it may be more appropriate to use the disciplinary procedure. Which procedure to use shall be at the discretion of the Organisation, as will the decision whether to follow these procedures where the employee has short service (under two years).

The right to be accompanied

- 12.3 Employees are entitled to be accompanied at any meeting held under this procedure by a fellow employee or trade union official of their choice. The Organisation will provide any chosen companions with appropriate paid time off to allow them to attend the meeting. It is, however, up to the employee in question to arrange for a companion to attend the meeting.
- 12.4 If your chosen companion cannot attend on the day scheduled for the meeting then the Organisation will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place.
- 12.5 The Companion's role is to advise you during the meeting and make representations on your behalf. However, both you and your companion are required to cooperate in ensuring a fair and efficient meeting.

Stage one

- 12.6 The employee's manager will inform them of the nature of the problem and confirm this in writing. The employee will be invited to a meeting to discuss the issues raised by the manager's concerns. The meeting will be conducted by the employee's line manager and will consider any representations the employee may make about their performance, whether it needs to be improved, and if so what steps can be taken to help the employee reach the appropriate level.
- 12.7 Following discussion of the problem, the line manager may choose to take no further action; to refer the matter for investigation under the disciplinary procedure or to issue a written warning and Performance Improvement Plan which will remain current for a period of 12 months.

Performance Improvement Plan

- 12.8 A Performance Improvement Plan (PIP) is a series of measures designed to help improve the employee's performance. Each measure will ideally be agreed with the employee, though the Organisation reserves the right to insist on any aspect of the PIP in the absence of such agreement.
- 12.9 Each PIP will be tailored to the particular situation, but will contain the following elements:
- Timescale:** the overall timescale in which the necessary improvement must be achieved will be set out, together with the timescale for reaching individual milestones where appropriate.
- Targets:** The PIP will specify the particular areas in which improvement is needed and set out how and on what criteria the employee's performance will be assessed. Where appropriate, specific targets will be set which will need to be achieved either by the end of the plan or at identifiable stages within it.
- Measures:** The PIP will specify what measures will be taken by the Organisation to support the employee in improving their performance. Such measures may include training, additional supervision, the reallocation of other duties, or the provision of additional support from colleagues.
- Feedback:** As part of the PIP the employee will be given regular feedback from their line manager indicating the extent to which the employee is on track to deliver the improvements set out in the plan
- 12.10 If at any stage the Organisation feels that the PIP is not progressing in a satisfactory way, a further meeting may be held with the employee to discuss the issue. As a result of such a meeting the employer may amend or extend any part of the plan.

Review

- 12.11 At the end of the PIP the employee's performance will be reviewed. If satisfactory progress has been made the employee will be notified of this fact in writing. If the manager feels that progress has been insufficient then they may decide to extend and /or amend the PIP to such extent as seems appropriate. Alternatively, the manager may refer the matter to a meeting under Stage two of this procedure.
- 12.12 Following the successful completion of a PIP the employee's performance will continue to be monitored. If at any stage in the following 12 months, the employee's performance again starts to fall short of an acceptable standard, their line manager may decide to institute stage two of this procedure.

Stage two

- 12.13 If a PIP has not led to sufficient improvement in the employee's performance, the employee will be invited to attend a formal performance management hearing. The invitation will set out the respects in which the line manager believes that the employee's performance still falls short of an acceptable standard.
- 12.14 The hearing will be conducted by a member of the senior management team.
- 12.15 At the hearing, the employee will be given an opportunity to respond to any criticism of their performance and to make representations about any aspect of the way in which the process has been managed.
- 12.16 If the hearing concludes that reasonable steps have been taken which should have allowed the employee to perform to an acceptable standard but that these measures have not worked then a formal warning may be issued. The warning will explain the nature of the improvement which is required in the employee's performance and state that the improvement must be immediate and sustained. It will also explain that if this improvement does not take place then the employee may be dismissed. Where it is appropriate, the warning may be accompanied by an extended or revised PIP.

- 12.17 The warning will remain current for a period of 12 months, after which time it will cease to have effect.

Stage three

- 12.18 If an employee has been issued with a warning under stage two which remains current, and the manager believes that the employee's performance is still not acceptable then the matter may be referred to a further performance management hearing.
- 12.19 The employee will be informed in writing of the grounds of which the hearing is being convened and in particular will be told of the respects in which their performance continues to fall below an acceptable standard.
- 12.20 The hearing will be conducted by a senior manager, authorised to make dismissal decisions.
- 12.21 At the meeting the employee will be able to respond to any criticisms made of their performance and make representations about how the situation should be treated.
- 12.22 The manager conducting the meeting may take such action as is judged appropriate up to and including a decision to dismiss the employee.
- 12.23 Any dismissal under this procedure will be with notice or payment in lieu of notice and the decision to dismiss together with the reasons for dismissal will be set out in writing and sent to the employee.

Appeals

- 12.24 An employee may appeal against any decision taken under this procedure. The appeal should be submitted in writing within one week of the action complained of. An appeal hearing will then be convened to consider the matter. Any PIP that is in force, together with any measures or objectives included within it, will continue in place during the appeal process.
- 12.25 The outcome of the appeal will be confirmed to the employee in writing explaining the grounds of which the decision was reached. The outcome of the appeal will be final.

Redeployment

- 12.26 There may be circumstances in which it becomes clear that an employee would be better suited to a different role within the Organisation. However, any offer to redeploy the employee will be entirely at the Organisation's discretion and will only be made when the Organisation is confident that the employee will be able to perform well in the redeployed role and where there is a suitable available vacancy.
- 12.27 Redeployment may be offered as an alternative to dismissal where the Organisation is satisfied that the employee should no longer be allowed to continue to work in their current role. While the employee is free to refuse any offer of redeployment, the only alternative available in these circumstances will usually be dismissal.

13. GRIEVANCE PROCEDURE

Principles

- 13.1 The Organisation wishes to ensure that all of its employees are treated fairly. If you have problems or concerns about your work, working environment or working relationships, the Organisation wishes to see these problems resolved before they develop into more serious situations.
- 13.2 Please note that any grievance raised by you will be received in absolute confidence and the Organisation will, as far as possible, keep any details of your complaint confidential save and except where necessary in order to investigate your grievance or if your grievance leads to disciplinary action against another employee or officer of the Organisation. The Organisation will promptly investigate and deal with any grievance brought to its attention.

- 13.3 The Organisation is aware that there are many issues which give rise to a grievance and it is impossible to give a comprehensive list. However, they might include matters relating to your terms and conditions of employment, the health and safety of yourself or of colleagues, your working relationships with colleagues or your managers or your treatment at work.
- 13.4 In addition, in accordance with the Public Interest Disclosures Act 1998, the Organisation has instituted a system for reporting information where you have reasonable belief there is a serious wrong doing at work ie criminal or dangerous activities – this is set out in the Whistle Blowing Procedure in this Staff Handbook.

THE PROCEDURE

Informal Procedure

- 13.5 Employees should aim to resolve most Grievances informally with their manager. This has advantages for all concerned and allows for problems to be resolved quickly.
- 13.6 If the Grievance cannot be settled informally, or if the matter is considered sufficiently serious, the following procedure should be followed:

Grievance: Step 1: Complaint in Writing

- 13.7 The Employee must write to the Organisation setting out the details of the Grievance or complaint. The Employee should contact a manager who is not involved in the allegations. .

Grievance: Step 2: Investigate and hold a meeting

- 13.8 The Organisation must investigate the allegations detailed in writing by the Employee and arrange a meeting with the Employee at the earliest practicable opportunity.
- 13.9 The Organisation shall advise the Employee of the right to be accompanied at the meeting by a work colleague or trade union representative.
- 13.10 Where possible, the Organisation should allow the companion to have a say in the date and time of the hearing of the Grievance. If the companion cannot attend a proposed date, the Employee may suggest an alternative time and date, so long as it is reasonable and not more than 5 working days after the original date.
- 13.11 It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without the express written authorisation of the Organisation.

Grievance: Step 3: Inform of Outcome

- 13.12 Following the meeting, the Organisation shall write to the Employee with a decision on the Grievance and notify the Employee of the right of appeal against that decision if the Employee is not satisfied with it.

Grievance Appeals

Grievance Appeals: Step 1: Written Notice of Appeal

- 13.13 If the Employee wishes to appeal against the Organisation's decision, then the Employee must write to the Organisation within 5 working days of the Employee receiving the Organisation's written decision. The Employee's letter must set out the grounds for the appeal.

Grievance Appeals: Step 2: Meeting

- 13.14 The Organisation shall arrange a meeting at a time, date and place convenient to the Employee and advise the Employee of the right to be accompanied at that meeting by a work colleague or trade union representative. As far as reasonably practicable, the appeal should be with the most senior manager who has not previously been involved in the matter.

- 13.15 It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without the express written authorisation of the Organisation.

Grievance Appeals: Step 3: Written Outcome

- 13.16 Following the meeting, the Organisation shall write to the Employee with a decision on the Grievance which shall be regarded as the final stage of the Grievance Procedure.

14. WHISTLE-BLOWING

- 14.1 In accordance with the Public Interest Disclosures Act 1998, the Organisation has instituted a system for reporting information where you have a reasonable belief there is a wrong doing at work. Whistle-blowing is the reporting of suspected wrongdoing or dangers in relation to the activities of the Organisation.
- 14.2 A wrong doing is any of the following:
- A criminal offence has been or is likely to be committed.
 - A person has or is or is likely to fail to comply with a legal obligation.
 - A miscarriage of justice has happened, is happening or is likely to happen.
 - The health and safety of an individual has been, is being or is likely to be damaged.
 - Damage to the environment has occurred, is occurring or is likely to occur.
 - Information showing any of the above has been, is being or is likely to be deliberately concealed.
- 14.3 If you become aware of a wrong doing at work we would hope that in many cases you will be able to raise any concerns with your manager. If you believe that the Organisation's managers may be involved in the wrong doing, then please approach a Manager of the Organisation who is not involved.
- 14.4 We will then arrange a meeting with you as soon as possible in order to discuss your concern. You may bring a colleague or trade union representative with you to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.
- 14.5 We hope that staff will feel able to voice whistle-blowing concerns openly under this Policy. Completely anonymous disclosures are difficult to investigate. If you want to raise your concern confidentially we will make every effort to keep your identity secret and only reveal it where necessary to those involved in investigating your concern.
- 14.6 The aim of this Policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases, you should not find it necessary to alert anyone externally.
- 14.7 The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external. Public Concern at Work (www.pcaw.org.uk) operates a confidential helpline.
- 14.8 We aim to encourage openness and will support whistle-blowers who raise genuine concerns under this Policy, even if they then turn out to be mistaken.
- 14.9 Whistle-blowers must not suffer any detrimental treatment as a result of should raise the matter formally using the Organisation's Grievance Procedure.
- 14.10 You must not threaten or retaliate against whistle-blowers in any way. If you are involved in such conduct you may be subject to disciplinary action. However, if we conclude that a whistle-blower has made false allegations maliciously or with a view to personal gain, the whistle-blower may be subject to disciplinary action.

15. MINIMUM STANDARDS OF CONDUCT

15.1 In any organisation it is necessary to have certain rules and regulations to protect the health and safety of all employees and customers and to ensure high standards of conduct, performance and service. As an employee of the Organisation, it is important that you are aware of the rules and regulations which apply to you to ensure that you can comply with those obligations.

15.2 Failure to adhere to the Organisation's rules, procedures and policies will result in disciplinary action, which may include dismissal, in accordance with the Organisation's Discipline Procedure.

The Organisation considers the following to be examples of minimum standards:

15.3 Each member of staff is expected to serve the firm faithfully, diligently and to the best of his or her ability.

Systems and procedures

15.4 All administrative and operational systems and procedures must be strictly adhered to. Employees are required to report any irregularities in systems, procedures or documentation to the Manager.

Attendance and punctuality

15.5 Employees are expected to attend work regularly and punctually. Unforeseen absence, due to illness or an emergency must be notified to the Manager as soon as possible on the first day of absence. All planned leave must be authorised in advance in accordance with the Organisation's procedure.

Organisation property

15.6 All Organisation property must be treated with care and respect at all times. Any damage to Organisation property must be reported. Unauthorised use of or willful damage to Organisation property will be treated as a disciplinary matter.

Use of computers

15.7 The Organisation's IT, Communication and Monitoring Policy is designed to protect the Organisation's computer equipment, prevent inappropriate use and protect confidential data stored on computer files. Every employee must ensure that his/her conduct conforms to the standards set out in this Handbook.

Consumption of alcohol

15.8 The Organisation forbids the consumption of alcohol on its premises without the specific permission of a Manager, nor will it permit any employee to work whilst under the influence of alcohol, without the specific permission of a Manager.

15.9 Further, driving on Organisation business whilst under the influence of alcohol will be regarded as gross misconduct.

Drug abuse

15.10 The Organisation forbids the possession, use or distribution of drugs for non-medical purposes on its premises.

Dress code

15.11 You are expected to comply with the dress code set out at section 17 of this handbook.

Legal requirements

15.12 Every employee must at all times act within the law of the land and any regulations which are applicable to the Organisation's activities. Any employee who becomes aware of another employee acting illegally, whilst acting on behalf of the Organisation, must report the activity to the Manager or act in accordance with the Whistle Blowing Procedure set out in this Handbook.

Public statements

- 15.13 Every employee is responsible for promoting the reputation and image of the Organisation. Employees must not make detrimental statements in respect of the Organisation during the course of dealings with individuals outside of the Organisation. No employee is permitted to give press or other media interviews or assist with or be involved in the publication of any article relating to the business affairs of the Organisation or in relation to the Organisation's intellectual property, without prior consent from a Manager.

Positive Image

- 15.14 You are expected to present a positive image of the Organisation at all times, and especially when you are representing the Organisation in a public place. You must not engage in any conduct either during or outside your working hours that is likely to bring the Organisation into disrepute or damage its business interests.

Confidentiality

- 15.15 No member of staff may permit any unauthorised person to have access to books, letters, papers, deeds or documents belonging to or relating to the Organisation or its clients. All information derived as a result of employment by the Organisation is to be treated with the strictest confidence as set out under "Confidentiality".

16. CONFIDENTIALITY

- 16.1 You are aware that the Organisation possesses valuable confidential business information including, and not limited to:
- information relating to clients on the Organisation's books at any time,
 - the names, work and home addresses, email addresses and contact telephone numbers of clients, or potential clients,
 - market share and pricing statistics, marketing surveys and plans, market research reports, sales techniques, price lists, discount structures, advertising and promotional material, and,
 - all other information that the Organisation regards as confidential information, apart from information that has lawfully come into the public domain.
- 16.2 You are aware that the Organisation has invested considerable time and effort in building up its database of sensitive and confidential information and that the Organisation has both a proprietary and database right to that information.
- 16.3 You are aware that all information stored on or processed on the Organisation's computer systems, including any remote systems belonging to the Organisation is the property of the Organisation. You are strongly discouraged from storing personal information on the Organisation's computer system and are reminded that all such information is the property of the Organisation.
- 16.4 You acknowledge that in the course of your employment with the Organisation, in order to carry out the duties of your appointment, you may have access to and be entrusted with confidential business information and other valuable information.
- 16.5 You acknowledge that the Organisation operates in a highly competitive environment and that the unlawful disclosure or misuse of confidential or proprietary business information by you, for example (but without limitation) its disclosure to a potential competitor of the Organisation, would place the Organisation at a serious competitive disadvantage and would cause immeasurable financial and other damage to the business of the Organisation.

- 16.6 You must not disclose any confidential or proprietary business information relating or belonging to the Organisation or any of its clients or their businesses or in respect of which the Organisation owes an obligation of confidence to any third party during or after your employment except in the proper course of your employment or as required by law.
- 16.7 You must not remove any document, or tangible items which belong to the Organisation or which contain any confidential information from the Organisation's premises at any time without proper advance authorisation
- 16.8 You must return to the Organisation upon request, and in any event, upon the termination of your employment all documents (including, without limitation, all workbooks and all manual records prepared or collated by you (wherever stored) containing contact details of clients or prospective clients) computer discs and other tangible items, including tools and equipment which belong to the Organisation or which contain or refer to any confidential information and which are in your possession or under your control.
- 16.9 You must, if requested by the Organisation, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

17. DRESS CODE

- 17.1 The Organisation has adopted the following dress code for all members of staff.
- 17.2 During the course of your employment you may come into contact with customers/ clients and/or visitors to the premises. It is important that you present a professional image having regard to appearance and standards of dress. It is a requirement of the Organisation that you wear clothes and footwear that are appropriate for the work that you perform and which present a neat, clean and professional appearance.

18. ALCOHOL AND DRUG ABUSE POLICY

- 18.1 The following document sets out the policy of the Organisation on alcohol and drug use. It is important that every employee is aware of their obligations under this policy, and any queries should be addressed to a Manager.

Alcohol Abuse Policy

- 18.2 The Organisation's policy is to forbid the consumption of alcohol on the Organisation's premises, save for with the express consent of a Manager.
- 18.3 If any employee is found to be intoxicated at work or is found consuming alcohol on the Organisation's premises, save for with the express consent of a Manager that employee may face disciplinary action on the grounds of gross misconduct under the Organisation's Disciplinary Procedure.
- 18.4 The Organisation has the right to conduct regular health checks to establish whether there are any alcohol or drug problems amongst employees.

Drug Abuse Policy

- 18.5 The Organisation strictly forbids the possession, use or distribution of drugs for non-medical purposes on the Organisation's premises. This includes other substances (including new psychoactive substances) that have intoxicating and/or behaviour-altering effects or impair judgement.
- 18.6 An employee who is prescribed drugs by their doctor which may affect their ability to perform their duties should discuss the problem immediately with their Manager.

- 18.7 Where it is suspected that a breach of the prohibition on substances has taken place or if it is suspected that an employee's work performance or conduct has been impaired through substance abuse and the employee is employed in a job where there is a risk to the health and safety of the employee and/or others, the Organisation reserves the right to require an employee to undergo a medical examination to determine the cause of the problem and to suspend the employee from work pending such examination.
- 18.8 Where any employee at such a request refuses to undergo a medical examination, such refusal may amount to gross misconduct in accordance with the Organisation's Disciplinary Procedure.
- 18.9 The Organisation reserves the right to search an employee or any of an employee's property held on the Organisation's premises at any time if the Organisation has reasonable grounds to believe that the prohibition on substances is being or has been infringed. The search will be carried out in accordance with the Organisation's Search Procedure.
- 18.10 If an employee refuses to comply with these search procedures, such action will normally be treated as amounting to gross misconduct and will entitle the Organisation to take disciplinary action.
- 18.11 The Organisation reserves the right to inform the police of any suspicion it may have with regard to the use of controlled drugs by any of its employees on the Organisation's premises.

19. ORGANISATION SEARCH PROCEDURE

- 19.1 The Organisation reserves the right to search an employee and/or their property held on the Organisation's premises at any time, if the Organisation has reasonable grounds to suspect that its Alcohol and Drug Abuse Policy is being or has been infringed, or that an employee has committed a criminal offence.
- 19.2 Where an employee is required to submit to a search, the following procedure will be used:
- The search will be conducted in a private room.
 - The employee may be accompanied by a colleague provided that the colleague is available without unreasonable delay.
 - The search will be conducted by a Manager. The employee may request that the person conducting the search is of the same sex as him/herself.
 - Another member of staff will witness the search. The employee may request that the witness is of the same sex as him/herself.
- 19.3 An employee who unreasonably refuses to allow a Organisation search may be subject to disciplinary action.
- 19.4 Where an employee is found to be in possession of prohibited substances or there is evidence to suggest that he/she has committed a criminal offence, he/she will be suspended on full pay pending a further investigation, which may result in disciplinary action, including dismissal.
- 19.5 The Organisation reserves the right to inform the police of any suspicion it may have with regard to the use of controlled drugs by any of its employees on the Organisation's premises or with regard to any other criminal offence.

20. NO SMOKING POLICY

- 20.1 Health & Safety legislation places a duty upon employers to provide a working environment for employees which is safe, without risks to health and adequate as regards facilities and arrangements for their welfare at work. Tobacco smoke has been shown to be a threat to the health of all employees.
- 20.2 This no smoking policy seeks to guarantee employees the right to work in air, free of tobacco smoke.
- 20.3 There is a total ban on smoking including the use of electronic cigarettes (e-cigarettes) in all parts of the Organisation's premises and in all the Organisation's owned vehicles.
- 20.4 It should be noted that this policy is not concerned with whether anyone smokes but where they smoke and the effect that this has on their colleagues.
- 20.5 This policy applies to all employees at all levels and to visitors.
- 20.6 Any breach of this policy will lead to the normal disciplinary procedures being applied in accordance with the Organisation's Discipline Procedure.
- 20.7 You should be aware that enforcement authorities can issue penalties and fines if you are found guilty of smoking in a smoke-free place. You will be personally liable for any fine or fixed penalty imposed for non-compliance.

21. OTHER EMPLOYMENT

- 21.1 You must devote the whole of your time, attention and abilities during your hours of work for the Organisation to your duties for the Organisation. You may not, under any circumstances, whether directly or indirectly, undertake any other duties, of whatever kind, during your hours of work for the Organisation.
- 21.2 In any event, you may not be engaged during your employment, whether directly or indirectly, in any business or employment which is similar or in any way connected to or competitive with the business of the Organisation or which could or might reasonably be considered by others to impair your ability to act at all times in the best interests of the Organisation.

22. DRIVING AS PART OF YOUR EMPLOYMENT

- 22.1 Depending on your role you may be required to drive as part of your job. If you are required to drive you may only drive for business purposes if:
- You hold a valid licence to drive motor cars at the time when the driving is requested (and if your driving licence is endorsed or you are disqualified you must inform the Organisation)
 - You will on request share your driving licence information by supplying the Organisation with your driving license number and a check code provided by the DVLA.
 - You ensure that your vehicle is fully insured for business use, taxed, fully MOT'd, regularly serviced in accordance with manufacturers' guidelines and with seatbelts and airbags (where applicable) correctly fitted and working correctly. You must ensure that you have roadworthy tyres and that your windscreen wipers are inspected regularly and replaced as necessary. You must be able to produce the insurance and MOT certificate as and when requested.
- Also you must comply with any rules set out in your contract of employment (or other policy).
- 22.2 When on business, you must keep your vehicle clean and tidy in order to promote a positive image of the Organisation.

- 22.3 If you are required to drive a Organisation vehicle as part of your employment you must take care of yourself and the vehicle:
- You must always drive the Organisation Car provided with due care and attention and keep the vehicle in good and serviceable working order.
 - You must ensure that the Organisation Car is kept secured and locked at all times when left unattended and that it is kept clean and tidy in order to promote a positive image of the Organisation.
 - You must not use any handheld phone or other form of electronic device whilst your vehicle is in motion (including in stationary traffic queues).
 - You must never drink alcohol during working hours and you must never drive a Organisation vehicle after drinking alcohol. This is strictly prohibited and infringement of this rule may result in your summary dismissal.
 - You must wear a seatbelt at all times, and so should any passengers when the vehicle is in motion. Any fines for not wearing a seatbelt or any parking fines incurred whilst a Organisation Car is in your possession will be your responsibility and the Organisation may deduct such sums from any money owed to you by way of salary or otherwise.
- 22.4 You are responsible for any driving offences committed while driving as part of your duties, including any parking fines.

23. HEALTH AND SAFETY

- 23.1 The Organisation will take all reasonably practicable steps to ensure your health, safety and welfare while at work. You must familiarise yourself with the **Organisation's Health and Safety Policy** and its **Safety and Fire rules** which are displayed on the premises. You also have a legal duty to take care of your own health and safety and that of your colleagues.
- 23.2 The Organisation will insofar as is reasonably practicable endeavour to maintain a working environment which ensures the health safety and welfare of all persons affected by equipment premises and processes under its control and in particular to:
- Provide and maintain equipment and systems of work which are safe and without risk to health;
 - Make arrangements so far as is reasonably practicable for ensuring the safe use handling storage and transport of "articles and substances" which are inherently or potentially dangerous;
 - Assess and limit the risks to health caused by all substances used at the Organisation's premises and to inform the relevant Employees of the results of this assessment and the nature of the risk;
 - Monitor on a regular basis the risks to health caused by substances and systems of work used at the premises. This monitoring will be done as an ongoing process;
 - Provide such information instruction training and supervision to ensure as far as is reasonably practicable the health safety and welfare at work of every Employee and visitors;
 - Maintain the work place in a condition that is safe and without risk to health and the provision of safe means of access to and egress from the work place;
 - Carry out a health and safety risk assessment of any female employee on notification of pregnancy;
 - Provide and maintain a safe and healthy working environment with adequate welfare facilities and arrangements; and
 - Monitor and ensure compliance with all relevant statutes.

- 23.3 It is also the duty of every Employee to:
- Conduct themselves in a safe and healthy way so as not to expose risk to themselves or any other Employee or visitors to the premises; and
 - To co-operate with the Organisation in every way so as to enable the Organisation to discharge its duties under the Health and Safety at Work etc. Act 1974; and
 - Maintain good standards of hygiene and to keep the workplace free from obstructions.
- 23.4 Smoking is absolutely prohibited at any time whilst on Organisation premises (whether indoors or outdoors), whilst in a Organisation vehicle and whilst visiting the premises of any member of the public or business during the course of your duties.

24. EQUAL OPPORTUNITIES POLICY

- 24.1 This Equal Opportunities Policy Statement and Policy Statement on Harassment at Work are designed to implement the commitment of the Organisation to Equal Opportunities. It is the responsibility of every employee to ensure his or her own conduct conforms to the expected standards and reflects these Policy Statements.
- 24.2 The aim of the policies is to encourage harmony and respect amongst individuals so as to promote good working practices with a view to maximising the performance of the business.
- 24.3 If Equal Opportunities are not applied then valuable talent and potential are wasted. Moreover, when unfair discrimination, harassment, bullying or victimisation take place they bring about a climate of fear, insecurity and poor work performance. As well as being unlawful it affects profitability and morale. It is therefore vital that every employee understands his or her responsibilities. Equal Opportunities is taken very seriously by the Organisation and willful failure to apply the policies or evidence of discrimination, harassment, bullying or victimisation will result in disciplinary action which may include your dismissal.

The Equal Opportunities Policy Statement

- 24.4 The Organisation seeks to employ a workforce which reflects the diverse community at large because the Organisation values the individual contribution of people irrespective of sex, pregnancy or maternity leave, age, marital status, civil partnership, disability, sexual orientation, gender reassignment, race, colour, religion or belief, ethnic or national origin, trade union membership or non-membership, or on the basis of being a part time or fixed term worker. These are referred to as 'protected characteristics' within the Equal Opportunities and Harassment at Work Policies.
- 24.5 All employees will be treated with dignity and respect. The Organisation will use its best endeavours to provide a working environment free from unlawful discrimination, harassment or victimisation on the grounds of sex, pregnancy or maternity leave, age, marital status, civil partnership, disability, sexual orientation, gender reassignment, race, colour, religion or belief, ethnic or national origin.
- 24.6 The Organisation recognises its legal obligations including those under the Equality Act 2010 and the Part-time and Fixed-term Workers legislation.
- 24.7 The Organisation undertakes to review periodically its selection criteria and procedures to maintain a system where individuals are selected, promoted and treated solely on the basis of their merits and abilities.
- 24.8 The Organisation will not tolerate acts which breach this policy and all instances of such behaviour or alleged behaviour will be taken seriously, fully investigated and may be subject to the disciplinary procedures of the Organisation. The Organisation further seeks to give all employees equal opportunity and encouragement to progress within the organization by implementing a positive action plan.
- 24.9 If an existing employee becomes disabled the Employer will make every effort to retain him or her within the workforce whenever reasonable and practicable.

- 24.10 Whenever reasonably practicable to do so the Organisation will install in existing premises facilities for people with disabilities. Whenever the Organisation invests capital in new or refurbished premises every practicable effort will be made to provide for the needs of staff and customers with disabilities.
- 24.11 The Organisation undertakes to distribute and publicise this policy statement to all employees and elsewhere as from time to time appropriate.
- 24.12 Any employee who believes that they may have been subjected to treatment which breaches this policy may raise the matter through the grievance procedure of the Organisation.

25. POLICY STATEMENT ON HARASSMENT AND BULLYING AT WORK

- 25.1 The Organisation believes that the dignity of every person must be respected. Bullying and harassment of colleagues or clients is unacceptable. The highest standards of conduct are required of everyone regardless of seniority.
- 25.2 The Organisation recognizes that harassment may take many forms. It may be directed towards persons of either sex. It may relate to a person's ethnic origin, religion or belief, age, sex, pregnancy or maternity leave, sexual orientation, physical or mental attributes, disability or some other personal characteristic. Bullying is offensive, intimidating, malicious or insulting behaviour, abuse or misuse of power, intending to undermine, humiliate or injure the recipient or which has that effect, regardless of intent.
- 25.3 Harassment may involve action or inaction, behaviour, exclusion, comment or physical contact that the recipient finds objectionable or offensive. It may result in the recipient feeling threatened, humiliated, intimidated, patronized, demoralized or less confident in their ability. Condoning such conduct may be harassment in itself. The test of harassment is, at least in part, subjective.
- 25.4 Examples of unacceptable conduct include:
- Verbal abuse or insulting behavior
 - Physical contact ranging from touching to serious assault
 - Isolation or non-cooperation at work, exclusion from social activities
 - Intrusion by pestering, spying, following etc.
 - Sexist or racist jokes, jokes about an individual's sexual orientation or jokes about an individual's physical or mental attributes or any other protected characteristic.
 - The display or circulation of sexually suggestive or racially abusive material.
 - Bullying, coercive or threatening behaviour.
 - The ridicule or exclusion of an individual for cultural or religious differences, on the grounds of sex or sexual orientation or on the grounds of disability.
 - Unsolicited or unwelcome conduct of a sexual nature including touching, staring or commenting.
 - Comments of a sexual nature about a person's appearance or dress or any other protected characteristic.
 - Any conduct, whether or not of a sexual nature which has the purpose or effect of intimidating, degrading, humiliating or offending someone simply because he/she is of a particular sex or has any other protected characteristic.
 - Treating someone unfavourably because they have rejected or submitted to unwelcome conduct of a sexual nature or to harassment on the grounds of their sex or any other protected characteristic.

Contractors, Suppliers, Visitors and Agents

- 25.5 You are entitled to work in a safe environment, free from harassment by third parties. Where bullying or harassment arises from people not directly employed by the Organisation, such complaints will be taken seriously and properly investigated and we will do what we can to prevent a recurrence, including raising the matter directly with the harasser's own employer where appropriate.
- 25.6 If an incident (or incidents) should arise:
- Harassment and bullying on the grounds of any protected characteristic will be regarded as potential gross misconduct for disciplinary purposes. Accordingly, employees guilty of harassment run a serious risk of summary dismissal.
 - Equally, an allegation of harassment or bullying must not be made lightly. If it is found that an allegation of harassment has been made without foundation and maliciously then this may also be regarded as gross misconduct for disciplinary purposes.
- 25.7 All complaints of harassment or bullying should be made to your manager through the grievance procedure unless the complaint is regarding this person when you should complain to that person's superior.

26. WORKPLACE STRESS

- 26.1 We are committed to protecting your health, safety and welfare as employees and we recognise that workplace stress is a health and safety issue and that our own work environment has the capacity to generate unhealthy workplace stress. We acknowledge the importance of identifying and reducing causes of workplace stress. This policy will apply to everyone within the Organisation and Managers are responsible for its implementation.

What is Stress?

- 26.2 The Health and Safety Executive define "stress" as "the adverse reaction people have to excessive pressure or other types of demand placed on them". This makes an important distinction between pressure, which can be a positive state if managed correctly, and stress which can be detrimental to health.
- 26.3 The Organisation will do its best to identify the causes of workplace stress within our particular work environment in order to eliminate stress or to control the risks from stress. The HSE has identified 6 key indicators that can cause stress, as follows:

Demands: As employees, you can become overloaded if you cannot cope with the amount of work or type of work you are asked to do. If you encounter problems with the volume of your work, or with the sorts of tasks that are being asked of you, you should discuss this in the first instance with your Manager.

You should also make sure you raise any concerns. If necessary, you should invoke the formal Grievance process. However you decide to proceed, remember that if you do not tell us there is a problem, we will not be able to take steps to help you.

Control: Stress can be caused if you feel that you have no say over how and when you do your work. If you have a concern about this, you must feel free to raise it with your Manager.

Support: You should always feel free to raise any concerns that are troubling you, either with your Manager.

Relationships: We recognise the importance of building relationships based on good standards of behaviour, high ethical standards, trust and integrity. We are proud of our culture of open, honest and respectful relationships and there are clear rules and policies in place to deal with problems that might arise if these relationships break down.

Role: We recognise that employees may feel anxious about their work and about the Organisation if they do not know what is expected of them. We do our best to make sure, through the appraisal process and through regular informal discussions that everyone is aware of their individual targets and of how they relate to our organisational goals.

Change: Change can lead to huge uncertainty if not managed correctly. We recognise this and we will do our best to keep you informed of any changes that might affect you and to consult with you about these.

26.4 If you consider that you are affected by stress (caused by work or other external factors) you should raise it confidentially with your Manager.

Responsibilities

26.5 Managers must:

- Ensure good communication with staff, especially where there are organisational and procedural changes;
- Ensure that staff are fully trained to discharge their duties;
- Ensure that staff are provided with meaningful opportunities to develop their potential;
- Monitor workloads to ensure that people are not overloaded;
- Keep a check on working hours and overtime to make sure that staff are not overworking;
- Ensure that staff are taking their full holiday entitlement;
- Attend training provided in good management practices and health and safety; if required
- Ensure that bullying and harassment (whether by other staff members or by clients or customers) is not tolerated;
- Be vigilant and offer extra support to a member of staff who is experiencing stress outside work, for example because of a bereavement or separation.

26.6 Employees must:

- Raise issues of concern with your line manager or with another manager if necessary, so that your concerns can be properly investigated and appropriate recommendations made or steps taken. Remember that you also have a duty to take reasonable care of your own health and safety. If you do not tell us your concerns, we will not be able to act on them.

27. IT & COMMUNICATIONS POLICY

Introduction

27.1 The Organisation may provide you with access to various computing, telephone and postage facilities ("the Facilities") to allow you to undertake the responsibilities of your position and to improve internal and external communication.

27.2 This Policy sets out the Organisation's policy on your use of the Facilities and it includes:

- our responsibilities and potential liability when using the Facilities
- the monitoring policies adopted by the Organisation; and
- guidance on how to use the Facilities.

- 27.3 This Policy has been created to:
- ensure compliance with all applicable laws relating to data protection, information security and compliance monitoring
 - protect the Organisation and its employees from the risk of financial loss, loss of reputation or libel; and
 - ensure that the Facilities are not used so as to cause harm or damage to any person or organisation.

- 27.4 This Policy applies to the use of:
- local, inter-office, national and international, private or public networks (including the Internet and Intranet) and all systems and services accessed through those networks
 - desktop, portable and mobile computers and applications (including personal digital assistants (PDAs))
 - mobile telephones (including the use of WAP services); and
 - electronic mail and messaging services.
 - Observation of this Policy is mandatory and forms part of the Terms and Conditions of Employment. Misuse of the Facilities will be treated as gross misconduct and may lead to dismissal.

Computer Facilities - Use of Computer Systems

- 27.5 Subject to anything to the contrary in this Policy the Facilities must be used for business purposes only.
- 27.6 In order to maintain the confidentiality of information held on or transferred via the Organisation's Facilities, security measures are in place and must be followed at all times.
- 27.7 You are expressly prohibited from using the Facilities for the sending, receiving, printing or otherwise disseminating information which is the confidential information of the Organisation or its clients other than in the normal and proper course of carrying out your duties for the Organisation.
- 27.8 In order to ensure proper use of computers, you must adhere to the following practices:
- anti-virus software must be kept running at all times
 - all forms of media storage must be checked by the manager before the contents are accessed or stored on the Organisation's network or hard drives
 - when you are sending data or software to an external party by any form of media storage always ensure that the disk has been checked for viruses by the manager before sending it
 - all files must be stored on the network drive which is backed up regularly to avoid loss of information; and
 - always log off the network before leaving your computer for long periods of time or overnight.
 - storage of personal photographs and similar material is prohibited.

Software

27.9 Software piracy could expose both the Organisation and the user to allegations of intellectual property infringement. The Organisation is committed to following the terms of all software licences to which the Organisation is a contracting party. This means, in particular, that:

- software must not be installed onto any of the Organisation's computers unless this has been approved in advance by the Manager. They will be responsible for establishing that the appropriate licence has been obtained, that the software is virus free and compatible with the computer Facilities
- Software should not be removed from any computer nor should it be copied or loaded on to any computer without the prior consent of the Manager.

Laptop Computers

27.10 At various times during your employment with the Organisation you may use a laptop. These computers, along with related equipment and software are subject to all of the Organisation's policies and guidelines governing non-portable computers and software.

27.11 (see two paragraphs in software section above). However, use of a laptop creates additional problems especially in respect of potential breaches of confidentiality. When using a laptop:

- you are responsible for all equipment and software until you return it. The laptop must be kept secure at all times.
- you are the only person authorized to use the equipment and software issued to you.
- you must not load or install files from any sources without the Manager inspecting such files for viruses
- all data kept on the laptop must be backed up regularly in order to protect data against theft or mechanical failure or corruption
- you must password protect confidential data on disks or on the hard drive to protect against theft
- if you discover any mechanical, electronic, or software defects or malfunctions, you should immediately bring such defects or malfunctions to the attention of the Manager
- upon the request of the Organisation at any time, for any reason, you will immediately return any laptop, equipment and all software to the Organisation; and
- if you are using your own laptop to connect with the Organisation's network or to transfer data between the laptop and any of the Organisation's computers you must ensure that you have obtained prior consent of the manager, comply with the instructions and ensure that any data downloaded or uploaded is free from viruses.

E-mail (Internal or External Use)

27.12 Internet e-mail is not a secure medium of communication – it can be intercepted and read. Do not use it to say anything you would not wish to be made public. If you are sending confidential information by e-mail this should be sent using password protected attachments.

27.13 E-mail should be treated as any other documentation. If you would normally retain a certain document in hard copy you should retain the e-mail.

- Do not forward e-mail messages unless the original sender is aware that the message may be forwarded. If you would not have forwarded a copy of a paper memo with the same information do not forward the e-mail.
- Your e-mail inbox should be checked on a regular basis.

- 27.14 As with many other records, e-mail may be subject to discovery in litigation. Like all communications, you should not say anything that might appear inappropriate or that might be misinterpreted by a reader.
- 27.15 If you are using email for private purposes then you must ensure that it contains the following message:
 "This email does not reflect the views or opinions of"
- 27.16 Use of email facilities for personal use is permitted during your lunch break providing that:
- such emails do not contain information or data that could be considered to be obscene, racist, sexist, otherwise offensive and provided that such use is not part of a pyramid or chain letter, and
 - such emails are not used for the purpose of trading or carrying out any business activity other than the Organisation business.
- 27.17 Viewing, displaying, storing (including data held in RAM or cache) or disseminating materials (including text and images) that could be considered to be obscene, racist, sexist, or otherwise offensive may constitute harassment and such use of the Facilities is strictly prohibited. The legal focus in a harassment case is the impact of the allegedly harassing material on the person viewing it, not how the material is viewed by the person sending or displaying it.

Internet

- 27.18 Use of the Internet, or Internet services, by unauthorised users is strictly prohibited. You are responsible for ensuring that you are the only person using your authorised Internet account and services.
- 27.19 Downloading any files from the Internet using the computer Facilities is not permitted. If there is a file or document on the Internet that you wish to acquire, contact your Manager to make arrangements for it to be evaluated and checked for viruses. It will be at the discretion of the Manager as to whether to allow such download.
- 27.20 Viewing, downloading, storing (including data held in RAM or cache) displaying or disseminating materials (including text and images) that could be considered to be obscene, racist, sexist, or otherwise offensive may constitute harassment and such use is strictly prohibited. The legal focus in a harassment case is the impact of the allegedly harassing material on the person viewing it, not how the material is viewed by the person sending or displaying it.
- 27.21 Posting information on the Internet, whether on a newsgroup, via a chat room or via email is no different from publishing information in the newspaper. If a posting is alleged to be defamatory, libellous, or harassment, the employee making the posting and the Organisation could face legal claims for monetary damages.
- 27.22 Using the Internet for the purpose of trading or carrying out any business activity other than the Organisation's business is strictly prohibited.
- 27.23 Subject to the above you are allowed to use the Internet for personal use during your lunch break. Use of the Internet for personal use at any other time is strictly prohibited.
- 27.24 For the avoidance of doubt the matters set out above include use of WAP facilities.

Use of Telephones

- 27.25 The Organisation acknowledges that from time to time you may need to receive or make personal calls while at work. These should be kept to a minimum and if possible made during lunch time. This includes use of your personal mobile phone for voice calls, texts, internet usage or any other purpose. Any calls on Organisation telephones should be kept short and no calls should be made to premium rate numbers or abroad.

27.26 The Organisation may monitor your use of the phone system in accordance with this policy to ensure your compliance with limited personal use.

Monitoring Policy

27.27 The Policy of the Organisation is that we may monitor your use of the Facilities.

27.28 The Organisation recognizes the importance of an individual's privacy but needs to balance this against the requirement to protect others and preserve the integrity and functionality of the Facilities.

27.29 The Organisation may from time to time monitor the Facilities. Principle reasons for this are to:

- Detect any harassment or inappropriate behaviour by employees, ensuring compliance with contracts of employment and relevant policies including the health and safety, ethical and sex discrimination policies.
- Ensure compliance of this Policy.
- Detect and enforce the integrity of the Facilities and any sensitive or confidential information belonging to or under the control of the Organisation.
- Ensure compliance by users of the Facilities with all applicable laws (including Data Protection), regulations and guidelines published and in force from time to time, and
- Monitor and protect the well-being of employees.

27.30 The Organisation may adopt at any time a number of methods to monitor use of the Facilities. These may include:

- Recording and logging of internal, inter office and external telephone calls made or received by employees using its telephone network (including where possible mobile telephones). Such recording may include details of length, date and content.
- Recording and logging the activities by individual users of the Facilities. This may include opening emails and their attachments, monitoring internet usage including time spent on the internet and web sites visited.
- Physical inspections of individual users' computers, software including email accounts and telephone messaging services.
- Periodic monitoring of the Facilities through third party software including real time inspections.
- Physical inspection of an individual's post.
- Archiving of any information obtained from the above including emails, telephone call logs and internet downloads.

27.31 If at any time any employee wishes to use the Facilities for private purposes without the possibility of such use being monitored they should contact their manager. This person will consider such request and any restrictions upon which such consent is to be given. In the event that such request is granted the Organisation (unless required by law) will not monitor the applicable private use.

27.32 The Organisation will not (unless required by law):

- Allow third parties to monitor the Facilities; or
- Disclose information obtained by such monitoring of the Facilities to third parties.
- The Organisation may be prohibited by law from notifying employees using the Facilities of a disclosure to third parties.

General Guidance

27.33 Never leave any equipment or data (including client files, laptops, computer equipment, mobiles phones and PDAs) unattended on public transport or in an unattended vehicle.

- 27.34 When using email or sending any form of written correspondence:
- Be careful what you write. Never forget that email and written correspondence are not the same as conversation. They are a written record and can be duplicated at will.
 - Use normal capitalization and punctuation. Typing a message all in capital letters is the equivalent of shouting at the reader.
 - Check your grammar and spelling, and
 - Do not forget that emails and other forms of correspondence should maintain the high standards expected by the Organisation.
 - Where applicable you should use formal headings and introductions such as "Dear and "Yours sincerely" etc.

IMPORTANT:

- 27.35 Observation of this Policy is mandatory and forms part of the Terms and Conditions of Employment. Misuse of the Facilities may be treated as gross misconduct and may lead to dismissal.

28 BLOG AND SOCIAL NETWORKING POLICY

Policy

28.1 The Organisation recognises and accepts that its employees may keep personal blogs on the Internet and that social networking sites are a useful way of interacting socially with colleagues, family and friends. While the Organisation does not wish to discourage employees from accessing these sites, it expects certain standards of conduct to be observed to protect both its legitimate business interests and employees from the dangers of inappropriate use.

28.2 While you may have your membership on such sites set to friends and family, you are reminded that they can forward the content of your blogs on to others and because you have no control over this process, you are reminded that none of your postings are truly private.

This policy applies both inside and outside the workplace.

Procedure

- 28.3 You must not access your blogs or social networking sites during working hours. Access using the Organisation's IT systems is restricted to official breaks, unless specific permission is granted.
- 28.4 You must not post information on a blog or social networking site which is commercially sensitive and/or is confidential to the Organisation, its suppliers or customers.
- 28.5 You must not make reference on a social networking site to the Organisation, its employees, its customers, partners and suppliers. Any of the aforementioned parties must not be identifiable from any comments posted on an employee's personal blog.
- 28.6 You must not post entries on a blog or social networking site which are derogatory, defamatory, discriminatory or offensive in any way, or which could bring the Organisation, its employees, its customers, partners and suppliers into disrepute or is likely to have a negative impact on the reputation of any of these parties.
- 28.7 Where you are a member of social networking sites, you are advised that you must not invite customers to be a friend on such a site or to visit their blog.
- 28.8 You should be aware that blogs and social networking posts may create documents which the courts can order to be disclosed for use in litigation. Consequently, you will be assumed to have written any contentious items unless you can prove definitively that you have not done so.

- 28.9 The Organisation will monitor its IT systems as is deemed necessary in order to prevent inappropriate usage. Hard copy of blog entries which could include screen shots will be used in any disciplinary proceedings.
- 28.10 Updating any social media profile such as LinkedIn to refer to a new employer and setting up your account to ensure that your contacts receive notification of this will be regarded as an act of unlawful solicitation and/or an unlawful attempt to deal with customers, employees, and business contacts of the Organisation and may result in civil proceedings being brought against you.

Disciplinary Action

- 28.11 Employees whose conduct breaches this policy in any way may be subject to disciplinary action in accordance with the Organisation's disciplinary procedure up to, and including, dismissal.
- 28.12 Any blog entries or comments on social networking sites made inside or outside the workplace that are defamatory, derogatory, or discriminatory about the Organisation, its customers, suppliers or employees or which does or may damage the interests of the Organisation or bring the Organisation into disrepute will be investigated as potential gross misconduct. If substantiated, such conduct may lead to summary dismissal after the due process of the Organisation's disciplinary procedure has been followed.
- 28.13 This policy should be read in conjunction with the Equal Opportunity Statement, Positive Work Environment Policy and Mobile Telephones - Personal Mobiles Policy.

29 DATA PROTECTION

- 29.1 The Organisation will process personal data and sensitive personal data (also known as 'special categories of personal data') relating to employees in accordance with its Data Protection Policy and its Data Protection Privacy Notice (provided to you separately), as well as in accordance with the relevant data protection legislation.
- 29.2 The Organisation may monitor staff in accordance with its policies relating to email, internet and communications systems and monitoring at work, as detailed in this Employee Handbook and in accordance with the relevant data protection legislation.
- 29.3 Employees will comply with their obligations under the Organisation's data protection policy and other relevant policies as directed.

30 MATERNITY POLICY

- 30.1 This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for ante-natal care, pregnancy-related sickness, health and safety, and maternity leave. It does not apply to agency workers or the self-employed.
- 30.2 This policy does not form part of any employee's contract of employment and we may amend it at any time.

Definitions

- 30.3 The definitions in this paragraph apply in this policy.
- Expected Week of Childbirth: the week, starting on a Sunday, in which your doctor or midwife expects you to give birth.
 - Qualifying Week: the fifteenth week before the Expected Week of Childbirth.

Personnel Responsible for Implementing the Policy

- 30.4 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

Notification

- 30.5 You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations. Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell us:
- that you are pregnant;
 - the Expected Week of Childbirth; and
 - the date on which you would like to start your maternity leave (Intended Start Date).
- 30.6 You must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.

Time off for Ante-natal Care

- 30.7 If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. You should try to give us as much notice as possible of the appointment.
- 30.8 We may ask you to provide the following, unless it is the first appointment:
- a certificate from the doctor, midwife or health visitor stating that you are pregnant; and
 - an appointment card.
- 30.9 If your partner is pregnant, you are entitled to unpaid time off for up to two antenatal appointments.

Sickness

- 30.10 Periods of pregnancy-related sickness absence shall be paid in accordance with the statutory sick pay scheme in the same manner as any other sickness absence. Any payment of sick pay in excess of this as a result of pregnancy-related sickness shall be entirely at our discretion.
- 30.11 Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.
- 30.12 If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will usually start automatically.

Health and Safety

- 30.13 We have a general duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have given birth within the last six months or are still breastfeeding.
- 30.14 We will provide you with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken. If we consider that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal work we will take such steps as are necessary (for as long as they are necessary) to avoid those risks. This may involve:
- changing your working conditions or hours of work;
 - offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
 - suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

Entitlement to Maternity Leave

- 30.15 All employees are entitled to up to 52 weeks' maternity leave which is divided into:
- a) Ordinary maternity leave of 26 weeks (OML).
 - b) Additional maternity leave of a further 26 weeks immediately following OML (AML).

Starting Maternity Leave

- 30.16 The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).
- 30.17 You must notify us of your Intended Start Date in accordance with paragraph 30.5. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave (Expected Return Date).
- 30.18 You can postpone your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.
- 30.19 You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.
- 30.20 Maternity leave shall start on the earlier of:
- your Intended Start Date (if notified to us in accordance with this policy); or
 - the day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth; or
 - the day after you give birth.
- 30.21 If you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth, you must let us know as soon as possible in writing. Maternity leave will be triggered under paragraph 30.18a) unless we agree to delay it.
- 30.22 If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.
- 30.23 The law prohibits you from working during the two weeks following childbirth.
- 30.24 Shortly before your maternity leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

Statutory Maternity Pay

- 30.25 Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with paragraph 30.34. You are entitled to SMP if:
- you have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;
 - your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the Government;
 - you provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;
 - you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
 - you are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

- 30.26 SMP is calculated as follows:
- First six weeks: SMP is paid at the Earnings-Related Rate of 90% of your average weekly earnings calculated over the Relevant Period;
- Remaining 33 weeks: SMP is paid at the Prescribed Rate which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.
- 30.27 SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.
- 30.28 You shall still be eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:
- the week following the week in which employment ends; or
 - the eleventh week before the Expected Week of Childbirth.
- 30.29 If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

Terms and Conditions During OML and AML

- 30.30 All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay. In particular:
- benefits in kind [such as life insurance, health insurance, gym membership and use of a Organisation vehicle if applicable] shall continue;
 - annual leave entitlement under your contract shall continue to accrue and
 - pension benefits, if any, shall continue during any period of paid maternity leave.

Annual Leave

- 30.31 During OML and AML, annual leave will accrue at the rate provided under your contract.
- 30.32 Annual leave cannot usually be carried over from one holiday year to the next. If you have been unable to take all of your holiday entitlement during a holiday year because you have been on maternity leave you will be able to carry that unused entitlement over into the next holiday year.

Keeping in Touch

- 30.33 We may make reasonable contact with you from time to time during your maternity leave.
- 30.34 You may work (including attending training) for up to ten days during maternity leave without bringing your maternity leave or SMP to an end. The arrangements, including pay, would be set by agreement with your manager. You are not obliged to undertake any such work during maternity leave. In any case, you must not work in the two weeks following birth.

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

- updating you on any changes that have occurred during your absence;
- any training needs you might have; and
- any changes to working arrangements

Expected Return Date

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

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

Returning Early

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

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

Returning Late

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

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

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

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

Deciding Not to Return

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

30.44 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement. This does not affect your right to receive SMP.

Your Rights When You Return

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

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

Returning to Work Part-time

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

31 PATERNITY POLICY

- 31.1 This policy outlines employees' entitlement to paternity leave and sets out the arrangements for taking it. The policy does not apply to agency workers or the self-employed.
- 31.2 No-one will be discriminated against or subjected to a detriment for taking leave in accordance with this policy.
- 31.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

Definitions

- 31.4 The definitions in this paragraph apply in this policy.
- Partner: someone (whether of a different sex or the same sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.
 - Expected Week of Childbirth: the week, beginning on a Sunday, in which their doctor or midwife expects your spouse, civil partner or Partner to give birth.
 - Expected Placement Date: the date on which an adoption agency expects that it will place a child into your care with a view to adoption.

Personnel Responsible for Implementing the Policy

- 31.5 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

Entitlement to Paternity Leave

- 31.6 Certain employees can take paternity leave in relation to the birth or adoption of a child. However, in adoption cases paternity leave is not available to an employee who decides to take adoption leave. Further details of adoption leave are set out in our Adoption Policy.
- 31.7 You are entitled to paternity leave (PL) if you meet all the following conditions:
- a) You have been continuously employed by us for at least 26 weeks ending with:
- in birth cases, the week immediately before the 14th week before the Expected Week of Childbirth
 - in adoption cases, the week in which you or your Partner are notified by an adoption agency that you/they have been matched with a child.
- b) You:
- are the biological father of the child;
 - have been matched with a child by an adoption agency;
 - are the spouse, civil partner or Partner of the child's mother; or are the spouse, civil partner or Partner of someone who has been matched with a child by an adoption agency.

c) You:

- expect to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing; or
- are the child's biological father and you expect to have some responsibility for the child's upbringing; and
- your intended leave is for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child.

Timing and Length of Paternity Leave

31.8 PL must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.

31.9 PL can be taken from the date of the child's birth or adoption placement, but must end:

- In birth cases, within 56 days of the child's birth, or (if later) by the first day of the Expected Week of Childbirth.
- In adoption cases, within 56 days of the child's placement.

Notification (Birth)

31.10 If you wish to take PL in relation to a child's birth, you must give us notice in writing of your intention to do so and confirm:

- The Expected Week of Childbirth;
- Whether you intend to take one week's leave or two consecutive weeks' leave; and
- When you would like to start your leave. You can state that your leave will start on:
 - o the day of the child's birth;
 - o a day which is a specified number of days after the child's birth; or
 - o a specific date later than the first date of the Expected Week of Childbirth.

31.11 You must give notice under paragraph 31.10 before the 14th week prior to the Expected Week of Childbirth (or, if this is not possible, as soon as you can).

31.12 We may require a signed declaration from you that you are taking PL for a purpose for which it is intended; namely, to care for the child or to support the child's mother in caring for the child.

Notification (Adoption)

31.13 If you wish to take PL in relation to the adoption of a child, you must give us notice in writing of your intention to do so and confirm:

- The date on which you and/or your spouse, civil partner or Partner were notified of having been matched with the child, together with the Expected Placement Date;
- Whether you intend to take one week's leave or two consecutive weeks' leave; and
- When you would like to start your leave. You can state that your leave will start on:
 - o the day on which the child is placed with you or the adopter;
 - o a day which is a specified number of days after the child's placement; or
 - o a specific date later than the Expected Placement Date.

31.14 You must give notice under paragraph no more than seven days after you and/or your spouse, civil partner or Partner were notified of having been matched with the child (or, if this is not possible, as soon as you can).

31.15 We may require a signed declaration from you that you are taking PL for a purpose for which it is intended; namely, to care for the child or to support your spouse, civil partner or Partner in caring for the child.

Changing the Dates of PL

- 31.16 Where you are to take PL in respect of a child's birth, you can give us written notice to vary the start date of your leave from that which you originally specified in the notice given under paragraph 31.10. This notice should be given:
- where you wish to vary your leave to start on the day of the child's birth, at least 28 days before the first day of the Expected Week of Childbirth.
 - where you wish to vary your leave to start a specified number of days after the child's birth, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth.
 - where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.
- 31.17 Where you are to take PL in respect of a child's adoption, you can give us written notice to vary the start date of your leave from that which you originally specified in the notice given under paragraph 31.13. This notice should be given:
- where you wish to vary your leave to start on the day that the child is placed with you or the adopter, at least 28 days before the Expected Placement Date.
 - where you wish to vary your leave to start a specified number of days after the child's placement, at least 28 days (minus the specified number of days) before the Expected Placement Date.
 - where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.
- 31.18 If you are unable to give us 28 days' written notice of the wish to vary the start of your leave as set out above, you should give us written notice of the change as soon as you can.

Statutory Paternity Pay

- 31.19 In this paragraph, Relevant Period means:
- In birth cases, the eight-week period ending immediately before the 14th week before the Expected Week of Childbirth.
 - In adoption cases, the eight-week period ending immediately before the week in which you or your spouse, civil partner or Partner were notified of being matched with the child.
- 31.20 If you take PL in accordance with this policy, you will be entitled to statutory paternity pay (SPP) if, during the Relevant Period, your average weekly earnings are not less than the lower earnings limit set by the government.
- 31.21 SPP are paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower.

Terms and Conditions During PL

- 31.22 All the terms and conditions of your employment remain in force during PL, except for the terms relating to pay. In particular:
- Benefits in kind such as life insurance, health insurance, gym membership and use of a Organisation vehicle if applicable shall continue.
 - Annual leave entitlement under your contract shall continue to accrue; and Pension benefits, if any, shall continue.

Annual Leave

- 31.23 During PL, annual leave will accrue at the rate provided under your contract.
- 31.24 Annual leave cannot usually be carried over from one holiday year to the next. If you are taking a period of PL that will finish very close to the end of the holiday year or continue into the next holiday year accrued holiday entitlement that cannot reasonably be taken before starting paternity leave can be carried over into the next holiday year.

Returning to Work

- 31.25 You are normally entitled to return to work following PL to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.
- 31.26 However, if you have combined your PL with a period of parental leave of more than four weeks, and it is not reasonably practicable for you to return to the same job, we will offer you a suitable and appropriate alternative position. If you are also taking Shared Parental Leave in respect of the same child please see the Shared Parental Leave Policy below for information about return to work.
- 31.27 We will deal with any requests by employees to change their working patterns (such as working part-time) after paternity leave on a case-by-case basis, in accordance with our Flexible Working Policy. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business. It is helpful if requests are made as early as possible.
- 31.28 If you do not intend to return to work or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should submit your resignation in accordance with your contract. Once you have done so you will be unable to change your mind without our agreement. This does not affect your right to receive SPP

32 ADOPTION POLICY

- 32.1 This policy does not form part of any employee's contract of employment and it may be amended at any time.

Definitions

- 32.2 The definitions in this paragraph apply in this policy.
- Qualifying Week: the week, starting on a Sunday, in which you are notified in writing by an adoption agency of having been matched with a child.
 - Expected Placement Date: the date on which an adoption agency expects that it will place a child into your care with a view to adoption
 - Ordinary Adoption Leave (OAL): a period of up to 26 weeks' leave available to all employees who qualify for adoption leave.
 - Additional Adoption Leave (AAL): a further period of up to 26 weeks' leave immediately following OAL.

Personnel Responsible for Implementing the Policy

- 32.3 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

Entitlement to Adoption Leave

- 32.4 Adoption leave is available if you are adopting through a UK adoption agency. It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative. If you have a child placed with under a local authority 'fostering for adoption' or 'concurrent planning' arrangement, or you are entering into a surrogacy arrangement under which you will be applying for a parental order, you may also be entitled to adoption leave and pay.

- 32.5 You are entitled to adoption leave if you meet all the following conditions:
- You are adopting a child through a UK or overseas adoption agency.
 - The adoption agency has given you written notice that it has matched you with a child for adoption and tells you the Expected Placement Date.
 - You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
 - Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).
- 32.6 Adoption leave is also available to individuals fostering a child under the "Fostering for Adoption" scheme.
- 32.7 An employee who adopts a child may also be eligible to take shared parental leave.

Notification of Intention to Take Leave

- 32.8 You must give us notice in writing of:
- the Expected Placement Date; and
 - your intended start date for adoption leave (Intended Start Date)
- 32.9 This notice should be given not more than seven days after the agency notified you in writing that it has matched you with a child.
- 32.10 Once you have received a Matching Certificate issued by the adoption agency you must provide us with a copy confirming:
- the agency's name and address;
 - the name and date of birth of the child;
 - the date you were notified of the match; and
 - the Expected Placement Date.
- 32.11 You should also provide written confirmation that you intend to take statutory adoption pay and not statutory paternity pay.
- 32.12 If you are adopting a child from overseas, the following will apply, in addition to the rest of this Policy:
- 32.13 You must have received notification that the adoption has been approved by the relevant UK authority (Official Notification)
- 32.14 You must give us notice in writing of:
- Your intention to take adoption leave;
 - The date you received Official Notification; and
 - The date the child is expected to arrive in Great Britain.
- 32.15 This notice should be given as early as possible but, in any case, within 28 days of the latest of receipt of the official notification or your completion of 26 weeks continuous employment.
- 32.16 You must also give us at least 28 days notice in writing of your Intended Start Date. This can be the date the child arrives in Great Britain or a predetermined date no more than 28 days after the child's arrival in Great Britain.
- 32.17 You must also notify us of the date the child arrives in Great Britain within 28 days of that date.
- 32.18 We may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.

Time off to attend Adoption Appointments

- 32.19 Employees who are proposing to adopt may take time off work to attend up to 5 adoption appointments in certain circumstances. Where there are joint adopters, only one adopter is entitled to take paid time off work for these purposes. If an employee exercises their right to take paid time off to attend an adoption appointment, they may not then go on to take paternity leave in respect of the same child.

Starting Adoption Leave

- 32.20 OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.
- 32.21 You must notify us of your Intended Start Date in accordance with paragraph 32.8. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to adoption leave (Expected Return Date).
- 32.22 You can postpone your Intended Start Date by informing us in writing at least 28 days before the original date or, if that is not possible, as soon as you can.
- 32.23 You can bring forward your Intended Start Date by informing us in writing at least 28 days before the new start date or, if that is not possible, as soon as you can.
- 32.24 Shortly before your adoption leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

Statutory Adoption Pay

- 32.25 Statutory adoption pay (SAP) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:
- you have been continuously employed for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week;
 - your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the Government; and
 - you have given us the relevant notifications set out above.
- 32.26 SAP is calculated as follows:
- First six weeks: SAP is paid at the Earnings-related rate of 90% of your average earnings over the Relevant Period;
 - Remaining 33 weeks SAP is paid at a Prescribed Rate which is set by the Government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower.
- 32.27 SAP accrues with each complete week of absence but payments shall be made on the next normal payroll date. Income Tax, National Insurance and pension contributions shall be deducted as appropriate.
- 32.28 If you leave employment for any reason (for example, if you resign or are made redundant) you shall still be eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP shall start:
- 14 days before the Expected Placement Date; or
 - the day after your employment ends, whichever is the later.

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

Terms and Conditions During OAL and AAL

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

- benefits in kind [such as life insurance, health insurance, gym membership and use of a Organisation vehicle if applicable] shall continue;
- annual leave entitlement under your contract shall continue to accrue; and
- pension benefits, if any, shall continue.

Annual Leave

32.31 During OAL and AAL, annual leave will accrue at the rate provided under your contract.

32.32 Annual leave cannot usually be carried over from one holiday year to the next. If you have been unable to take all of your holiday entitlement during a holiday year because you have been on adoption leave you will be able to carry that unused entitlement over into the next holiday year.

Disrupted Adoption

32.33 Adoption leave is disrupted if it has started if:

- you are notified that the placement will not take place;
- the child is returned to the adoption agency after placement; or
- the child dies after placement.

32.34 In case of disruption your entitlement to adoption leave and pay (if applicable) will continue for a further eight weeks from the end of the week in which disruption occurred, unless your entitlement to leave and/or pay would have ended earlier in the normal course of events.

Keeping in Touch

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

32.36 You may work (including attending training) on up to ten days during adoption leave without bringing your adoption leave to an end. This is not compulsory and arrangements, including any additional pay, would be discussed and agreed with your manager.

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

- updating you on any changes that have occurred during your absence;
- any training needs you might have; and
- any changes to working arrangements (for example, if you have made a request to work part time).

Expected Return Date

- 32.38 Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date changes we shall write to you within 28 days of the start of adoption leave with a revised Expected Return Date.
- 32.39 We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.

Returning Early

- 32.40 If you wish to return to work earlier than the Expected Return Date, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing.
- 32.41 If you do not give enough notice, we may postpone your return date until four weeks (or eight weeks as appropriate) after you gave notice, or to the Expected Return Date if sooner.

Returning Late

- 32.42 If you wish to return later than the Expected Return Date, you should either:
- request unpaid parental leave; or
 - request paid annual leave in accordance with your contract, which will be at our discretion.
- 32.43 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply.
- 32.44 In any other case, late return will be treated as unauthorized absence.

Deciding Not to Return

- 32.45 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of adoption leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.
- 32.46 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement. This does not affect your right to receive SAP.

Your Rights When You Return

- 32.47 You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been had you not been absent.
- 32.48 However, if you have taken any period of AAL or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

Returning to Work Part-time

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

Switching to Shared Parental Leave

- 32.50 In some cases you and your spouse or partner may be eligible to opt into the Shared Parental Leave scheme which gives you more flexibility to share the leave and pay available in the first year. Your partner should check with their employer if they are eligible.
- 32.51 You would need to give us at least 8 weeks written notice to end your adoption leave and opt into Shared Parental Leave. You can give this notice before or after the child is placed with you, but you must take at least two weeks adoption leave. You would then be able to share any remaining leave with your partner.

33 SHARED PARENTAL LEAVE

- 33.1 Shared parental leave is a flexible form of leave available to both parents designed to encourage shared parenting in the first year of a child's life. It allows a more flexible pattern of leave than the traditional arrangement under which the mother takes extensive maternity leave and the father takes a short period of paternity leave.
- 33.2 Employees who give birth or adopt remain entitled to take the full 52 weeks of leave if they choose to do so and the arrangements described above for maternity and adoption leave continue to apply. However, an employee may choose to share part of that leave with their partner provided that certain qualifying conditions are met. When leave is shared in this way, there is no need for the 'primary' leave taker to have returned to work. Both parents can be on leave at the same time, provided that the combined amount of leave taken by the parents does not exceed 52 weeks and provided that all of the leave is taken before the end of 52 weeks following the birth of the child or its placement for adoption.
- 33.3 Generally, parents will qualify for shared parental leave provided that both are working and that each has at least 26 weeks' service with their respective employers. To exercise the right, both parents must inform their employer that they intend to take shared parental leave - usually at the same time as the employer is notified that an employee is pregnant or plans to adopt. They must also give an indication of the pattern of leave that they propose to take.
- 33.4 A parent proposing to take a period of shared parental leave must give the Organisation 8 weeks' notice of any such leave. Depending on the circumstances, it may be possible for the Shared Parental Leave to be taken in intermittent blocks, with one parent returning to work for a time before taking another period of shared parental leave. Such an arrangement can only be made with the agreement of the Organisation. While every effort will be made to accommodate the needs of individual employees, the Organisation may insist on shared parental leave being taken in a single instalment. Any decision as to whether to permit intermittent periods of leave is entirely at the Organisation's discretion.
- 33.5 An employee absent on shared parental leave will be entitled to a weekly payment equivalent to the lower fixed rate of SMP. The number of weeks for which payment will be made will vary depending on the amount of SMP paid to the mother while on maternity leave. Essentially, if the mother ends (or proposes to end) her leave with 10 weeks of SMP entitlement remaining, the parent taking shared parental leave will be entitled to be paid for the first 10 weeks of leave.
- 33.6 Because of the number of options available, shared parental leave can be quite a complicated entitlement. If you want to take advantage of shared parental leave you should discuss this with your manager who will check that you qualify and help guide you through the procedure.

34 FLEXIBLE WORKING POLICY

- 34.1 The Organisation will try, subject to the needs of the business, to accommodate requests from employees who wish to make changes to their working hours or place of work.
- 34.2 Requests for a change in working arrangements can be made by any employee with at least 26 weeks' continuous service with the Organisation at the time the request is made.
- 34.3 The request should be made in writing and set out the change requested. The request should also describe the impact that the change will have on the operation of the business and how any difficulties caused by the change may be addressed.
- 34.4 When a request is received, the employee will be invited to a meeting to discuss the potential change. The meeting will normally be conducted by the employee's line manager. The employee will be entitled to be accompanied by a fellow employee to assist in making any representations that may be appropriate.
- 34.5 The Organisation will refuse a request if doing so would adversely affect the business or create a burden on other employees. In refusing any request the Organisation will explain the reasons for the refusal in writing and may make an offer of an alternative arrangement. Discussions may then take place to try to agree a way forward. If no agreement is reached then the employee's terms and conditions will remain unchanged, subject to the right of employees to appeal the decision.
- 34.6 Any meetings should take place in a spirit of cooperation with both sides seeking to reach agreement on an appropriate way forward.
- 34.7 Any change in working arrangements which results from this process will be confirmed to you in writing.
- 34.8 This policy will not prevent managers agreeing to ad hoc arrangements from time to time. However, any such arrangement will not amount to a variation in your terms and conditions of employment unless specifically agreed to the contrary and confirmed in writing. The Organisation may terminate any such ad hoc agreement at any time and require you to revert to your agreed working arrangements.
- 34.9 As there will inevitably be a limit to the amount of flexibility the Organisation can tolerate without detriment to its interests, employees must accept that the fact that a particular working arrangement has been granted to one employee does not oblige the Organisation to grant it to another.

35 ENDING YOUR EMPLOYMENT

- 35.1 If you wish to end your employment you must give the Organisation adequate notice that you wish to leave. The amount of notice you should give is set out in your contract of employment. Your notice should be put in writing, signed, dated and addressed to your Manager.
- 35.2 If the Organisation wants to end your employment (ie dismiss you or make you redundant etc) you are entitled to be given notice of this by the Organisation, additionally other procedures may also apply such as disciplinary procedure or redundancy procedure. Your entitlement to notice is set out in your contract of employment. If you are dismissed for gross misconduct you may be dismissed with immediate effect following the conclusion of a disciplinary process.
- 35.3 If you decide to leave you will normally be required to work your notice period. Occasionally the Organisation may reach a special arrangement with an employee who is leaving, that they may leave before the end of their notice period (if the employee makes a request to leave early). If such an agreement is reached the employee will not receive a payment in lieu of their notice.

- 35.4 For the avoidance of doubt, upon termination of your employment by you or the Organisation for any reason, you will not be entitled to receive any commission payments or bonuses (or any sums in lieu of commission or bonuses) in respect of any pipeline business, or any sales or other transactions carried out by you, unless the relevant transaction has been completed and the Organisation has been paid its commission in respect of the transaction as at the date of termination of your employment.

36 OBLIGATIONS UNDER YOUR CONTRACT OF EMPLOYMENT

- 36.1 Your contract of employment contains restrictions about what work you can undertake. These restrictions also prohibit you from

- "Stealing" customers of the business
- Enticing key members of staff to leave.
- Competing with the business during your employment
- Using the Organisation name or a similar name in connection with any new job or business that you are involved with
- Competing with the Organisation within half a mile radius of the Organisation for six months after your employment ends

This is not an exhaustive list of the restrictions under your contract of employment.

- 36.2 The Organisation takes these restrictions very seriously and you should familiarise yourself with these restrictions as they will be enforced against you.

37 PENSIONS & RETIREMENT

- 37.1 Please refer to your individual Statement for details around Pension and your entitlements.
- 37.2 The Organisation does not operate a formal retirement policy.
- 37.3 Should you wish to leave the Organisation or retire you should approach your line Manager. In such circumstances, the Organisation has resolved to assist the employee in this process.

38 BRIBERY AND CORRUPTION POLICY

- 38.1 A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.
- 38.2 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.
- 38.3 We will uphold all laws relevant to countering bribery and corruption everywhere we operate. In particular, we are bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad.
- 38.4 Any individual or organisation you come into contact with during the course of your work for us, includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.
- 38.5 This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, homeworkers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other person associated with us, or any of our subsidiaries or their employees, wherever located.

- 38.6 The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- 38.7 You must notify your manager as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business.
- 38.8 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. We reserve the right to terminate our contractual relationship with other workers if they breach this policy.
- 38.9 Examples of Bribery:
- Offering a bribe** - You offer a potential client tickets to a major sporting event, but only if they agree to do business with us.
- 38.10 This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business for us. It may also be an offence for the potential client to accept your offer.
- Receiving a bribe** - A supplier gives your nephew a job, but makes it clear that in return they expect you to use your influence in the organisation to ensure you continue to do business with them.
- 38.11 It is an offence for a supplier to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage.



Supporting the hair, beauty
and barbering industries

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