Dated

------------

[EMPLOYER'S NAME]

STAFF HANDBOOK

Contents

Clause

1. [Introduction] [Welcome to [NAME OF EMPLOYER]] 1

2. Using the Staff Handbook 1

3. Responsibility for the Staff Handbook 1

4. Personal details, home address and next of kin 2

5. Dress Code 2

6. Expenses Policy 4

7. Equal Opportunities Policy 7

8. Anti-harassment and Bullying Policy 11

9. Anti-corruption and Bribery Policy 17

10. Sickness Absence Policy 23

11. Capability Procedure 32

12. Disciplinary Rules 39

13. Disciplinary Procedure 43

14. Grievance Procedure (long form) 50

15. Grievance Procedure (short form) 53

16. Whistleblowing Policy 54

17. Maternity Policy 60

18. Paternity Policy………………………………………………………………………………………67

19. Shared Parental Leave 8

20. Adoption Policy 80

21. Parental Leave Policy 86

22. Time Off for Dependants Policy 90

23. Compassionate Leave 92

24. Bereavement Leave 93

25. Flexible Working Policy 94

26. Homeworking Policy 100

27. Career Break Policy 104

28. Time Off for Training Policy 109

29. Time Off for Public Duties 115

30. Adverse Weather and Travel Disruption Policy 117

31. Health and Safety Policy 119

32. No-smoking Policy 122

33. Stress Policy 123

34. Substance Misuse Policy 128

35. Data Protection Policy 133

36. Electronic Information and Communications Systems Policy 138

37. Social Media Policy (long) 143

38. Redundancy Policy 149

39. Retirement Policy (no fixed retirement age) 151

40. Retirement Policy (fixed retirement age) 152

Non-contractual staff handbook

# [Introduction] [Welcome to [NAME OF EMPLOYER]]

## [GENERAL DETAILS ABOUT THE EMPLOYER AND ITS BUSINESS.]

## We are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

# Using the Staff Handbook

## This Staff Handbook sets out the main policies and procedures that you will need to be aware of while working for us. You should familiarise yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to [your line manager **AND/OR** the Human Resources Department **OR** [POSITION]].

## [Unless otherwise indicated, t][T]he policies and procedures set out in this handbook apply to all [staff **OR** employees]. [They therefore apply to managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees, casual and agency staff [and volunteers] (collectively referred to as staff in this policy).] They do **not** form part of the terms of your contract with us, which are provided to you separately. [Your contract sets out [your job title, hours and place of work, probationary period, salary, holidays and holiday pay, sickness absence reporting procedure and sick pay, your entitlement to and obligation to give notice to terminate your contract and the duties of confidentiality and restrictions that continue to apply after the termination of your contract].]

## [[Our policies and procedures **OR** Where indicated, policies and procedures] have been [agreed **OR** implemented following consultation] with the [TRADE UNION **OR** WORKS COUNCIL **OR** STAFF ASSOCIATION].]

# Responsibility for the Staff Handbook

## [Our board of directors (the board) **OR** [COMMITTEE] **OR** [POSITION]] has overall responsibility for the operation of this Staff Handbook and for ensuring that its policies and procedures comply with our legal obligations. [The board **OR** [COMMITTEE] **OR** [POSITION]] has delegated day-to-day responsibility for the operation of our policies and procedures to identified [individuals **OR** managers **OR** members of staff].

## The Staff Handbook will be reviewed [FREQUENCY] by [the board **OR** [COMMITTEE] **OR** [POSITION]] to ensure that its provisions continue to meet our legal obligations and reflect best practice.

## All managers have a specific responsibility to operate in accordance with the provisions set out in this Staff Handbook, ensure that all staff understand the standards of behaviour expected of them and to take action when behaviour falls below those requirements. [Managers will be given training in order that they may do so.]

## Those working at a management level have a specific responsibility to set an appropriate standard of behaviour, to lead by example and to ensure that those they manage adhere to the policies and procedures and promote our aims and objectives with regard to equal opportunities.

## Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. All staff must ensure that they are familiar with and comply with and support its policies and procedures.

## Questions about the content or application of the handbook should be directed to [your line manager **OR** [POSITION]]. In addition, staff are invited to submit any comments or proposals with regard to the handbook or any of its content to [POSITION].

# Personal details, home address and next of kin

## [The Human Resources Department **OR** [DEPARTMENT] **OR** [POSITION]] is responsible for maintaining up-to-date details of the home address, next of kin and emergency contact telephone numbers of each member of our staff.

## This information will be requested by [your line manager **OR** the Human Resources Department **OR** [POSITION]] when you start work and [you will periodically be asked to confirm that it is up to date **OR** you should advise of any changes straight away].

## It is important that we maintain accurate details in case a member of staff has an accident [or an entitlement to a dependant's pension or other benefits arises]. Information is held in confidence and is only used when needed.

# Dress Code

## We encourage everyone to maintain an appropriate [standard of dress and] personal appearance at work and to conduct themselves in a professional manner. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:

### promote a positive image and staff look professional;

### respect religious, racial and gender-specific clothing requirements and those of staff with disabilities where possible;

### take account of health and safety requirements; and

### help staff decide what clothing it is appropriate to wear to work.

## Different departments may have specific requirements that result in particular clothing demands, for example, because their work raises health and safety risks. It is important that all staff dress in a manner appropriate to their working environment and the type of work they do.

## We expect staff to take a common sense approach to the dress code. Any enquiries regarding the operation of our dress code (including whether an article of clothing is suitable to wear to work) should be made to [your line manager **OR** the Human Resources Department].

**Appearance**

## While working for us you represent us [with clients and the public]. Your appearance contributes to our reputation and the development of our business.

## [All members of staff are supplied with an identity badge that must be worn and visible at all times when you are at work.]

## It is important that you appear clean and smart at all times when at work, particularly when you may be in contact with clients, other business contacts or the general public.

## [Staff should not wear [casual,] gym or beach wear to work. This includes track suits, sweat-shirts, casual or sports t-shirts or shorts, combat trousers, jogging bottoms, [denim,] or leggings. Clothing should not be dirty, frayed or torn. Tops should not carry wording or pictures that might be offensive or cause damage to our reputation. It is inappropriate to wear clothing such as cut-off shorts, crop tops, see through material or clothes that expose areas of the body normally covered at work.]

## Footwear must be safe and clean and take account of health and safety considerations. [Trainers[, stilettos] and plastic flip-flops are not acceptable.]

## Where we provide safety clothing and equipment, including protective footwear, it should be worn or used as appropriate and directed.

## Staff should not wear clothing or jewellery that could present a health and safety risk.

**Religious and cultural dress**

## Staff may wear religious and cultural dress (including clerical collars, head scarves, skullcaps and turbans) unless it breaches this policy or compromises the health and safety of the wearer, their colleagues or any other person.

## Where necessary [your line manager **OR** the Human Resources Department] can disseminate appropriate information explaining cultural dress and customs.

## Priority is at all times given to health and safety requirements. Where necessary, advice will be taken from our [Health and Safety Officer **OR** [POSITION]].

**Implementing and reviewing our dress code**

## Managers are responsible for ensuring that staff observe the standards set by this dress code.

## Failure to comply with the dress code may result in action under our Disciplinary Procedure.

# Expenses Policy

**Reimbursement of expenses**

## We will reimburse expenses properly incurred in accordance with this policy. Any attempt to claim expenses in breach of this policy may result in disciplinary action.

## We publish information on the circumstances in which expenses need to be authorised before they are incurred and who can authorise them. [Current details are available [from [your line manager **OR** the Human Resources Department] **OR** on the intranet].]

## Expenses will only be reimbursed if they are:

### claimed using forms that are available [from [your line manager **OR** the Human Resources Department **OR** the Accounts Department] **OR** on the intranet] and submitted to [your line manager **OR** the Human Resources Department **OR** the Accounts Department];

### submitted within [[NUMBER] days **OR** [NUMBER] month(s)] of being incurred;

### supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and

### where required, authorised in accordance with instructions in force at the time the expense was incurred.

## Claims for authorised expenses submitted in accordance with this policy will be paid [by cheque **OR** directly into your bank/building society account].

## [In exceptional circumstances we may, at our discretion, agree to reimburse expenses that have not been incurred or submitted in accordance with this policy. In each case you should provide full details of why it was not possible to follow this policy.]

## Any questions about the reimbursement of expenses should be put to [your line manager **OR** the Human Resources Department **OR** the Accounts Department] before you incur the relevant costs.

**Travel expenses**

## We will reimburse the reasonable cost of necessary travel in connection with our business. The most economic means of travel should be chosen if practicable/possible [and you should use existing travelcards and season tickets wherever possible]. The following are not treated as travel in connection with our business:

### travel between your home and usual place of work;

### travel which is mainly for your own purposes; and

### travel which, while undertaken on our behalf, is similar or equivalent to travel between your home and your usual place of work.

## **Trains**. You will only be reimbursed for the cost of standard class travel unless expressly authorised in accordance with the current authorisation procedure to travel first class. A receipt should be obtained for submission with an expenses claim form.

## **Taxis**. We do not expect you to take a taxi when there is public transport that would not greatly increase your journey time. However, when this is not the case, or the number of staff travelling together make it cost effective to do so, you can travel by taxi. A receipt should be obtained for submission with an expenses claim form.

## **Car**. Where it is cost effective for you to use your car for business travel, and you have been authorised to do so, you can claim a mileage allowance on proof of mileage in accordance with the current authorised mileage rates authorised by HM Revenue & Customs. Details of the current mileage rates can be obtained from [your line manager **OR** the Human Resources Department **OR** the Accounts Department]. You can also claim for any necessary parking costs which need to be supported by a receipt or the display ticket.

## **Air travel**. If you are required to travel by plane in the course of your duties you should discuss travel arrangements with [your line manager **OR** the Human Resources Department **OR** the Accounts Department] in advance. Where possible, arrangements will be made by [the Human Resources Department **OR** the Accounts Department] on your behalf but where this is not possible you will be advised of the documentation that you will need to submit to reclaim expenses.

## [Other than in exceptional circumstances, when we may exercise our discretion to do so, we **OR** We] will not reimburse any penalty fares or parking fines that you may incur while travelling on our business.

**Accommodation and other overnight expenses**

## If you are required to stay away overnight in the course of your duties you should discuss accommodation arrangements with [your line manager **OR** the Human Resources Department **OR** the Accounts Department] in advance. Where possible, arrangements will be made by [the Human Resources Department **OR** the Accounts Department] on your behalf, but where this is not possible you will be advised of the documentation that you will need to submit to reclaim expenses.

## When you are required to stay away overnight in the course of your duties, to the extent that these are not included in the cost of accommodation, we will reimburse your reasonable out-of-pocket expenses provided they are supported by receipts for the following:

### breakfast up to a maximum of [AMOUNT] a day;

### lunch and an evening meal [including non-alcoholic drinks] up to [AMOUNT] a day for lunch, [AMOUNT] a day for an evening meal or, where both are incurred on the same day, an overall maximum of [AMOUNT]; and

### a flat rate allowance of [AMOUNT] for each night spent away from home for incidental expenses.

## For the avoidance of any doubt, when the cost of attending an event (such as a conference) involving an overnight stay includes the cost of accommodation and/or meals, additional claims under this policy should not be made for those items.

**Entertaining clients**

## You may entertain clients only where your proposal has been agreed in advance with your line manager.

## A proposal to entertain clients should be made in writing and should include the following details:

### what form of entertainment is proposed (for example, a meal at an identified restaurant);

### who will be attending both from our business and from the client;

### how it is considered that our business interests will be furthered by your proposal; and

### the costs it is anticipated will be incurred.

## Your line manager will discuss your proposal with you and, subject to authorisation, where possible arrangements will be made by [the Human Resources Department **OR** the Accounts Department] on your behalf. Where this is not possible you will be advised of the documentation that you will need to submit to reclaim expenses.

# Equal Opportunities Policy

## We are committed to promoting equality of opportunity for all staff and job applicants. We aim to create a working environment in which all individuals are able to make best use of their skills, free from discrimination or harassment, and in which all decisions are based on merit.

## We do not discriminate against staff on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (protected characteristics).

## The principles of non-discrimination and equality of opportunity also apply to the way in which staff treat visitors, clients, customers, suppliers and former staff members.

## All staff have a duty to act in accordance with this policy and treat colleagues with dignity at all times, and not to discriminate against or harass other members of staff, regardless of their status. [Your attention is drawn to our separate Anti-harassment and bullying policy.]

## [This policy has been [agreed **OR** implemented following consultation] with the [TRADE UNION **OR** WORKS COUNCIL **OR** STAFF ASSOCIATION].]

**Equal opportunities training**

## Managers will be given appropriate training on equal opportunities awareness and equal opportunities recruitment and selection best practice. [NAME OF SENIOR MANAGER] has overall responsibility for equal opportunities training.

## If [you are involved in management or recruitment, or if] you have any questions about the content or application of this policy, you should contact [NAME OR POSITION] [to request training or further information].

**Scope and purpose of the policy**

## This policy applies to all aspects of our relationship with staff and to relations between staff members at all levels. This includes job advertisements, recruitment and selection, training and development, opportunities for promotion, conditions of service, pay and benefits, conduct at work, disciplinary and grievance procedures, and termination of employment.

## We will take appropriate steps to accommodate the requirements of different religions, cultures, and domestic responsibilities. Please see the following for specific information on our approach to these issues: [LIST APPLICABLE POLICIES SUCH AS DRESS CODE, FLEXIBLE WORKING POLICY].

**Forms of discrimination**

## Discrimination by or against an employee is generally prohibited unless there is a specific legal exemption. Discrimination may be direct or indirect and it may occur intentionally or unintentionally.

## Direct discrimination occurs where someone is treated less favourably because of one or more of the protected characteristics set out above. For example, rejecting an applicant on the grounds of their race because they would not "fit in" would be direct discrimination.

## Indirect discrimination occurs where someone is disadvantaged by an unjustified provision, criterion or practice that also puts other people with the same protected characteristic at a particular disadvantage. For example, a requirement to work full time puts women at a particular disadvantage because they generally have greater childcare commitments than men. Such a requirement will need to be objectively justified.

## Harassment related to any of the protected characteristics is prohibited. Harassment is unwanted conduct that has the purpose or effect of violating someone's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.

## Victimisation is also prohibited. This is less favourable treatment of someone who has complained or given information about discrimination or harassment, or supported someone else's complaint.

**Recruitment and selection**

## We aim to ensure that no job applicant suffers discrimination because of any of the protected characteristics above. Our recruitment procedures are reviewed regularly to ensure that individuals are treated on the basis of their relevant merits and abilities. Job selection criteria are regularly reviewed to ensure that they are relevant to the job and are not disproportionate.

## Job advertisements should avoid stereotyping or using wording that may discourage particular groups from applying. [They should include an appropriate short policy statement on equal opportunities and a copy of this policy shall be sent on request to those who enquire about vacancies.]

## We take steps to ensure that our vacancies are advertised to a diverse labour market[ and, where relevant, to particular groups that have been identified as disadvantaged or underrepresented in our organisation]. [Where appropriate, use may be made of lawful exemptions which should be set out in the advertisement].

## Applicants should not be asked about health or disability before a job offer is made. There are limited exceptions which should only be used with Human Resources approval. For example:

### Questions necessary to establish if an applicant can perform an intrinsic part of the job (subject to any reasonable adjustments).

### Questions to establish if an applicant is fit to attend an assessment or any reasonable adjustments that may be needed at interview or assessment.

### Positive action to recruit disabled persons.

### Equal opportunities monitoring (which will not form part of the decision-making process).

## Applicants should not be asked about past or current pregnancy or future intentions related to pregnancy. Applicants should not be asked about matters concerning age, race, religion or belief, sexual orientation, or gender reassignment without the approval of Human Resources (who should first consider whether such matters are relevant and may lawfully be taken into account).

## We are required by law to ensure that all employees are entitled to work in the UK. Assumptions about immigration status should not be made based on appearance or apparent nationality. All prospective staff, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation. The list of acceptable documents is available from [Human Resources or] the UK Border Agency.

## To ensure that this policy is operating effectively, and to identify groups that may be underrepresented or disadvantaged in our organisation, we monitor applicants' ethnic group, gender, disability, sexual orientation, religion and age as part of the recruitment procedure. Provision of this information is voluntary and it will not adversely affect an individual's chances of recruitment or any other decision related to their employment. The information is removed from applications before shortlisting, and kept in an anonymised format solely for the purposes stated in this policy. Analysing this data helps us take appropriate steps to avoid discrimination and improve equality and diversity.

**Staff training and promotion and conditions of service**

## Staff training needs will be identified through regular staff appraisals. All staff will be given appropriate access to training to enable them to progress within the organisation and all promotion decisions will be made on the basis of merit.

## [Workforce composition and promotions will be regularly monitored to ensure equality of opportunity at all levels of the organisation. Where appropriate, steps will be taken to identify and remove unjustified barriers and to meet the special needs of disadvantaged or underrepresented groups.]

## Our conditions of service, benefits and facilities are reviewed regularly to ensure that they are available to all staff who should have access to them and that there are no unlawful obstacles to accessing them.

**Termination of employment**

## We will ensure that redundancy criteria and procedures are fair and objective and are not directly or indirectly discriminatory.

## We will also ensure that disciplinary procedures and penalties are applied without discrimination, whether they result in disciplinary warnings, dismissal or other disciplinary action.

**Disability discrimination**

## If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you as appropriate.

## If you experience difficulties at work because of your disability, you may wish to contact [your line manager **OR** the Human Resources Department] to discuss any reasonable adjustments that would help overcome or minimise the difficulty. [Your line manager **OR** The Human Resources Department] may wish to consult with you and your medical adviser(s) about possible adjustments. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable we will explain our reasons and try to find an alternative solution where possible.

## We will monitor the physical features of our premises to consider whether they place disabled workers, job applicants or service users at a substantial disadvantage compared to other staff. Where reasonable, we will take steps to improve access for disabled staff and service users.

**Fixed-term employees [and agency workers]**

## We monitor our use of fixed-term employees [and agency workers], and their conditions of service, to ensure that they are being offered appropriate access to benefits, training, promotion and permanent employment opportunities. We will, where relevant, monitor their progress to ensure that they are accessing permanent vacancies.

**Part-time work**

## We monitor the conditions of service of part-time employees and their progression to ensure that they are being offered appropriate access to benefits and training and promotion opportunities. We will ensure requests to alter working hours are dealt with appropriately [under our Flexible Working Policy].

**Breaches of the policy**

## If you believe that you may have been discriminated against you are encouraged to raise the matter through our Grievance Procedure. If you believe that you may have been subject to harassment you are encouraged to raise the matter through our Anti-harassment and Bullying Policy. If you are uncertain which applies or need advice on how to proceed you should speak to [POSITION **OR** DEPARTMENT].

## Allegations regarding potential breaches of this policy will be treated in confidence and investigated in accordance with the relevant procedure. Staff who make such allegations in good faith will not be victimised or treated less favourably as a result. False allegations which are found to have been made in bad faith will, however, be dealt with under our Disciplinary Procedure.

## Any member of staff who is found to have committed an act of discrimination or harassment will be subject to disciplinary action. Such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. We take a strict approach to serious breaches of this policy.

# Anti-harassment and Bullying Policy

## The purpose of this policy is to ensure that all staff are treated and treat others with dignity and respect, free from harassment and bullying. All staff should take the time to ensure they understand what types of behaviour are unacceptable under this policy.

## This policy covers harassment or bullying which occurs both in and out of the workplace, such as on business trips or at events or work-related social functions. It covers bullying and harassment by staff and also by third parties such as customers, suppliers or visitors to our premises.

## Staff must treat colleagues and others with dignity and respect, and should always consider whether their words or conduct could be offensive. Even unintentional harassment or bullying is unacceptable.

## We will take allegations of harassment or bullying seriously and address them promptly and confidentially where possible. Harassment or bullying by an employee will be treated as misconduct under our Disciplinary Procedure. In some cases it may amount to gross misconduct leading to summary dismissal.

## [This policy has been [agreed **OR** implemented following consultation] with the [TRADE UNION **OR** WORKS COUNCIL **OR** STAFF ASSOCIATION].]

**What the law says**

## The Equality Act 2010 prohibits harassment related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. [For more information see our Equal Opportunities Policy.]

## The Protection from Harassment Act 1997 also makes it unlawful to pursue a course of conduct which you know or ought to know would be harassment, which includes causing someone alarm or distress.

## Under the Health and Safety at Work Act 1974 staff are entitled to a safe place and system of work.

## Individual members of staff may in some cases be legally liable for harassment of colleagues or third parties [including customers], and may be ordered to pay compensation by a court or employment tribunal.

**What is harassment?**

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

## It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

## Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.

## Harassment may include, for example:

### unwanted physical conduct or "horseplay", including touching, pinching, pushing, grabbing, brushing past someone, invading their personal space, and more serious forms of physical or sexual assault;

### unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless), and suggestions that sexual favours may further a career or that a refusal may hinder it;

### continued suggestions for social activity after it has been made clear that such suggestions are unwelcome;

### sending or displaying material that is pornographic or that some people may find offensive (including e-mails, text messages, video clips and images sent by mobile phone or posted on the internet);

### offensive or intimidating comments or gestures, or insensitive jokes or pranks;

### mocking, mimicking or belittling a person's disability;

### racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender;

### outing or threatening to out someone as gay or lesbian; or

### ignoring or shunning someone, for example, by deliberately excluding them from a conversation or a workplace social activity.

## A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if they create an offensive environment for him.

**What is bullying?**

## Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.

## Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:

### shouting at, being sarcastic towards, ridiculing or demeaning others;

### physical or psychological threats;

### overbearing and intimidating levels of supervision;

### inappropriate and/or derogatory remarks about someone's performance;

### abuse of authority or power by those in positions of seniority; or

### deliberately excluding someone from meetings or communications without good reason.

## Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

## Staff should disclose any instances of harassment or bullying of which they become aware to [POSITION].

**Informal steps**

## If you are being bullied or harassed, you should initially consider raising the problem informally with the person responsible, if you feel able. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to [your line manager **OR** the Human Resources Department], who can provide confidential advice and assistance in resolving the issue formally or informally.

## If you are not certain whether an incident or series of incidents amount to bullying or harassment, you should initially contact [your line manager **OR** the Human Resources Department] informally for confidential advice.

## If informal steps have not been successful or are not possible or appropriate, you should follow the formal procedure set out below.

**Raising a formal complaint**

## If you wish to make a formal complaint about bullying or harassment, you should submit it in writing to [POSITION], whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. If the matter concerns that person, you should refer it to the [APPROPRIATE COMMITTEE OR POSITION AT A HIGHER LEVEL OF MANAGEMENT].

## Your written complaint should set out full details of the conduct in question, including the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.

## As a general principle, the decision whether to progress a complaint is up to you. However, we have a duty to protect all staff and may pursue the matter independently if, in all the circumstances, we consider it appropriate to do so.

**Formal investigations**

## We will investigate complaints in a timely and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint. The investigation should be thorough, impartial and objective, and carried out with sensitivity and due respect for the rights of all parties concerned.

## We will arrange a meeting with you, usually within one week of receiving your complaint, so that you can give your account of events. You have the right to be accompanied by a colleague or a trade union representative of your choice, who must respect the confidentiality of the investigation. You will be given a provisional timetable for the investigation. The investigator will arrange further meetings with you as appropriate throughout the investigation.

## Where your complaint is about an employee, we may consider suspending them on full pay or making other temporary changes to working arrangements pending the outcome of the investigation, if circumstances require. The investigator will also meet with the alleged harasser or bully [who may also be accompanied by a colleague or trade union representative of their choice] to hear their account of events. They have a right to be told the details of the allegations against them, so that they can respond.

## Where your complaint is about someone other than an employee, such as a contractor[, customer, service user, supplier, or visitor], we will consider what action may be appropriate to protect you and anyone involved pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, we will attempt to discuss the matter with the third party.

## We will also seriously consider any request that you make for changes to your own working arrangements during the investigation. For example you may ask for changes to your duties or working hours so as to avoid or minimise contact with the alleged harasser or bully.

## It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance of confidentiality will be emphasised to them.

## At the end of the investigation, the investigator will submit a report to a [SENIOR MANAGER] nominated to consider the complaint. The [SENIOR MANAGER] will arrange a meeting with you, usually within a week of receiving the report, in order to discuss the outcome and what action, if any, should be taken. You have the right to be bring a colleague or a trade union representative to the meeting. A copy of the report and the [SENIOR MANAGER]'s findings will be given to you and to the alleged harasser.

**Action following the investigation**

## If the [SENIOR MANAGER] considers that harassment or bullying has occurred, prompt action will be taken to address it.

## Where the harasser or bully is an employee the matter will be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Procedure.

## Where the harasser or bully is a third party, appropriate action might include putting up signs setting out acceptable and unacceptable behaviour; speaking or writing to the person and/or their superior about their behaviour; or, in very serious cases, banning them from the premises or terminating a contract with them.

## Whether or not your complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the alleged harasser or bully. It may be appropriate to arrange some form of mediation and/or counselling, or to change the duties, working location or reporting lines of one or both parties.

## Any staff member who deliberately provides false information or otherwise acts in bad faith as part of an investigation may be subject to action under our Disciplinary Procedure.

**Appeals**

## If you are not satisfied with the outcome you may appeal in writing to [POSITION], stating your full grounds of appeal, within [one week] of the date on which the decision was sent or given to you.

## We will hold an appeal meeting, normally within one week of receiving your written appeal. This will be dealt with impartially by a [more senior] manager who has not previously been involved in the case (although they may ask anyone previously involved to be present). You may bring a colleague or trade union representative to the meeting.

## We will confirm our final decision in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

**Protection and support for those involved**

## Staff who make complaints or who participate in good faith in any investigation conducted under this policy must not suffer any form of retaliation or victimisation as a result.

## If you believe you have suffered any such treatment you should inform [your line manager **OR** the Human Resources Department]. If the matter is not remedied you should raise it formally using our Grievance Procedure or this procedure if appropriate.

## Anyone found to have retaliated against or victimised someone for making a complaint or assisting in good faith with an investigation under this procedure will be subject to disciplinary action under our Disciplinary Procedure.

## [We offer access to confidential counselling, which is available on request for anyone affected by, or accused of, bullying or harassment. The details are [set out below **OR** available in confidence from [NAME]].]

**Confidentiality and data protection**

## Confidentiality is an important part of the procedures provided under this policy. Everyone involved in the operation of the policy, whether making a complaint or involved in any investigation, is responsible for observing the high level of confidentiality that is required. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis.

## Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. [These will be processed in accordance with our Data Protection Policy.]

## Breach of confidentiality may give rise to disciplinary action under our Disciplinary Procedure.

# Anti-corruption and Bribery Policy

## 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.

## We will uphold all laws relevant to countering bribery and corruption [in all the jurisdictions in which we operate]. However, we remain bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad.

## The purpose of this policy is to:

### set out our responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and

### provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.

## Bribery and corruption are punishable for individuals by up to ten years' imprisonment and if we are found to have taken part in corruption we could face an unlimited fine, be excluded from tendering for public contracts and face damage to our reputation. We therefore take our legal responsibilities very seriously.

## We have identified that the following are particular risks for our business [SPECIFY]. To address those risks we have [DETAIL STEPS TAKEN].

## In this policy, third party means any individual or organisation you come into contact with during the course of your work for us, and 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.

**Who is covered by this policy?**

## 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 (collectively referred to as workers in this policy).

**What is bribery?**

## A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

|  |
| --- |
| **Examples:**  **Offering a bribe**  You offer a potential client tickets to a major sporting event, but only if they agree to do business with us.  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 our organisation to ensure we continue to do business with them.  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.  **Bribing a foreign official**  You arrange for the business to pay an additional payment to a foreign official to speed up an administrative process[, such as clearing our goods through customs].  The offence of bribing a foreign public official has been committed as soon as the offer is made. This is because it is made to gain a business advantage for us. We may also be found to have committed an offence. |

**Gifts and hospitality**

## This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties.

## [You are prohibited from [accepting a gift from or] giving a gift to a third party **OR** The giving [or receipt] of gifts is not prohibited, if the following requirements are met:

### it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;

### it complies with local law;

### it is given in our name, not in your name;

### it does not include cash or a cash equivalent (such as gift certificates or vouchers);

### it is appropriate in the circumstances. For example, in the UK it is customary for small gifts to be given at Christmas time;

### taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time;

### it is given openly, not secretly; and

### gifts should not be offered to, or accepted from, government officials or representatives, or politicians or political parties, without the prior approval of [your manager **OR** the compliance manager]].

## We appreciate that the practice of giving business gifts varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift or hospitality is reasonable and justifiable. The intention behind the gift should always be considered.

**What is not acceptable?**

## It is not acceptable for you (or someone on your behalf) to:

### give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;

### give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;

### accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;

### accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return;

### threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or

### engage in any activity that might lead to a breach of this policy.

**Facilitation payments and kickbacks**

## We do not make, and will not accept, facilitation payments or "kickbacks" of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official. They are not commonly paid in the UK, but are common in some other jurisdictions [in which we operate].

## If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with [the compliance manager].

## Kickbacks are typically payments made in return for a business favour or advantage. All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

**Donations**

## We [do **OR** do not] make contributions to political parties [but these are never made in an attempt to influence any decision or gain a business advantage and are always publically disclosed]. [We do not make charitable donations **OR** We only make charitable donations that are legal and ethical under local laws and practices]. No donation must be offered or made without the prior approval of [the compliance manager].

**Potential risk scenarios: "red flags"**

## The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these red flags while working for us, you must report them promptly [to your manager **OR** to the compliance manager **OR** using the procedure set out in the whistleblowing policy]:

### you become aware that a third party engages in, or has been accused of engaging in, improper business practices;

### you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;

### a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;

### a third party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;

### a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;

### a third party requests an unexpected additional fee or commission to "facilitate" a service;

### a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;

### a third party requests that a payment is made to "overlook" potential legal violations;

### a third party requests that you provide employment or some other advantage to a friend or relative;

### you receive an invoice from a third party that appears to be non-standard or customised;

### a third party insists on the use of side letters or refuses to put terms agreed in writing;

### you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;

### a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us;

### you are offered an unusually generous gift or offered lavish hospitality by a third party; or

### [INCLUDE SOME EXAMPLES OF POSSIBLE SCENARIOS THAT MIGHT OCCUR GIVEN THE NATURE OF THE EMPLOYER'S BUSINESS].

**Your responsibilities**

## You must ensure that you read, understand and comply with this policy.

## 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.

## You must notify [your manager **OR** the compliance manager [or the confidential helpline]] 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. Further "red flags" that may indicate bribery or corruption are set out in paragraph 9.17.

## Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. [We reserve our right to terminate our contractual relationship with other workers if they breach this policy.]

**Record-keeping**

## We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.

## You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review.

## You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.

## All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept "off-book" to facilitate or conceal improper payments.

**How to raise a concern**

## You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with [your line manager **OR** the compliance manager [or through the confidential helpline]]. Concerns should be reported by following the procedure set out in our Whistleblowing Policy at paragraph 16 [or through the confidential helpline].

**What to do if you are a victim of bribery or corruption**

## It is important that you tell [the compliance manager [or the confidential helpline]] as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity.

**Protection**

## Workers who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

## We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the compliance manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure at sections [14 or 15 – to amend accordingly].

**Training and communication**

## Training on this policy forms part of the induction process for all new workers. All existing workers will receive regular, relevant training on how to implement and adhere to this policy.

## Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

# Sickness Absence Policy

## This policy sets out our procedures for reporting sickness absence and for the management of sickness absence in a fair and consistent way.

## Sickness absence can vary from short intermittent periods of ill-health to a continuous period of long-term absence and have a number of different causes (for example, injuries, recurring conditions, or a serious illness requiring lengthy treatment).

## We wish to ensure that the reasons for sickness absence are understood in each case and investigated where necessary. In addition, where needed and reasonably practicable, measures will be taken to assist those who have been absent by reason of sickness to return to work.

## We may vary the procedures set out in this policy, including any time limits, as appropriate in any case. This policy does not form part of any employee's contract of employment and it may be amended at any time.

**Disabilities**

## We are aware that sickness absence may result from a disability. At each stage of the sickness absence meetings procedure (set out in paragraph 10.29 to paragraph 10.35), particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work.

## If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform [[POSITION] **OR** your line manager].

**Sickness absence reporting procedure**

## [You should refer to your contract for details of our sickness absence reporting procedure.

**AND/OR**

If you do not have a sickness absence reporting procedure in your contract, you should follow the procedure set out below.

If you are taken ill or injured while at work you should [report or be taken to the [DEPARTMENT] **AND/OR** be given permission to leave work]. Managers should contact [DEPARTMENT] to make arrangements for anyone who is unwell to be accompanied [home **AND/OR** to receive medical treatment] where necessary.

If you cannot attend work because you are ill or injured you should normally telephone [your line manager **OR** [POSITION] **OR** [DEPARTMENT]] as early as possible and no later than 30 minutes after the time when you are normally expected to start work. The following details should be provided:

### The nature of your illness.

### The expected length of your absence from work.

### Contact details.

### Any outstanding or urgent work that requires attention.]

## Managers should ensure that:

### Any sickness absence that is notified to them is recorded [and reported to [[DEPARTMENT] **OR** [POSITION]]].

### Arrangements are made, where necessary, to cover work and to inform colleagues and clients (while maintaining confidentiality).

## You should expect to be contacted during your absence by [your department **OR** your line manager **AND/OR** [DEPARTMENT] **OR** [RELEVANT POSITION]] who will want to enquire after your health and be advised, if possible, as to your expected return date.

## [If you are ill or injured during a period of pre-arranged annual leave you may elect to treat the days of incapacity as sickness absence instead of annual leave. You must inform your manager of your incapacity and its likely duration as soon as possible even if you are abroad. [The usual requirements for self-certification and medical certificates in this policy will apply **OR** You will not receive company sick pay unless you are able to provide a medical certificate or other evidence of incapacity at your own expense for the full period of incapacity].]

**Evidence of incapacity**

## For sickness absence of [up to **OR** between four and] seven calendar days you must complete a self-certification form which is available from [your line manager **OR** [POSITION] **OR** [DEPARTMENT]].

## For absence of more than a week your must obtain a certificate from your doctor (a "Statement of Fitness for Work") stating that you are not fit for work and the reason(s) why. This should be forwarded to [your line manager **OR** [POSITION] **OR** [DEPARTMENT]] as soon as possible. If your absence continues, further medical certificates must be provided to cover the whole period of absence.

## If your doctor provides a certificate stating that you "may be fit for work" you should inform [your line manager **OR** [POSITION] **OR** [DEPARTMENT]] immediately. We will discuss with you any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice. This may take place at a return to work interview (see paragraph 10.24). If appropriate measures cannot be taken, you will remain on sick leave and we will set a date to review the situation.

## Where we are concerned about the reason for absence, or the level of frequent short-term absence, we may require a medical certificate for each absence regardless of duration. In such circumstances, we will cover any costs incurred in obtaining such medical certificates, for absences of a week or less, on production of a doctor's invoice.

**Unauthorised absence**

## Cases of unauthorised absence will be dealt with under our Disciplinary Procedure.

## Absence that has not been notified according to the sickness absence reporting procedure will be treated as unauthorised absence.

## If you do not report for work and have not telephoned [your line manager **OR** [RELEVANT POSITION] **OR** [DEPARTMENT]] to explain the reason for your absence, [your line manager **OR** [RELEVANT POSITION] **OR** [DEPARTMENT]] will try to contact you, by telephone and in writing if necessary. This should not be treated as a substitute for reporting sickness absence.

**Sick pay**

## [You should refer to your contract for details of the sick pay to which you are entitled.

**OR**

If you are absent from work you are entitled to:

### Statutory Sick Pay (SSP) provided the relevant requirements are satisfied. Qualifying days for SSP purposes are [DAY] to [DAY].

### Company sick pay in accordance with [your contract **OR** this paragraph **OR** paragraph [NUMBER]] provided that you comply with both the sickness absence reporting procedure set out in [your contract **OR** paragraph [NUMBER] of this policy] and any requests made under this policy. If you do not, we reserve the right to withhold payment of Company sick pay.

**OR**

After you have completed [NUMBER] month[s] continuous service you will be entitled to receive payment for periods of absence during any consecutive 12-month period calculated from the first day of absence, on the following basis:

### Full salary (inclusive of any SSP due) for the first [NUMBER] [days **OR** weeks **OR** months] in any 12-month period; and

### Half salary (inclusive of any SSP due) for the next [NUMBER] [days **OR** weeks **OR** months] in any 12-month period,

up to a maximum of [NUMBER] [days **OR** weeks **OR** months] in any 12-month period.

**OR**

After you have completed [NUMBER] month[s] continuous service you will be entitled to receive your full salary and contractual benefits during any periods of sickness absence up to an aggregate of [NUMBER] weeks in any [NUMBER]-week period. Those payments shall be inclusive of any SSP due in accordance with applicable legislation in force at the time of absence.]

## If a period of sickness absence is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party, in respect of which damages are or may be recoverable, you must immediately notify [RELEVANT POSITION] of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that we may reasonably require. If we require you to do so, you must cooperate in any related legal proceedings and refund to us that part of any damages or compensation you recover that relates to lost earnings for the period of sickness absence as we may reasonably determine, less any costs you incurred in connection with the recovery of such damages or compensation, provided that the amount to be refunded to us shall not exceed the total amount we paid to you in respect of the period of sickness absence.

**Keeping in contact during sickness absence**

## If you are absent on sick leave you should expect to be contacted from time to time by [your line manager **AND/OR** [RELEVANT POSITION] **AND/OR** [DEPARTMENT]] in order to discuss your wellbeing, expected length of continued absence from work and any of your work that requires attention. Such contact is intended to provide reassurance and will be kept to a reasonable minimum.

## If you have any concerns while absent on sick leave, whether about the reason for your absence or your ability to return to work, you should feel free to contact [your line manager **AND/OR** [RELEVANT POSITION] **AND/OR** [DEPARTMENT]] at any time.

**Medical examinations**

## We may, at any time in operating this policy, ask you to consent to a medical examination by [our Occupational Health Department **AND/OR** a doctor nominated by us [(at our expense)]].

## You will be asked to agree that any report produced in connection with any such examination may be disclosed to us and that we may discuss the contents of the report with [our advisers and] the relevant doctor.

**Return-to-work interviews**

## If you have been absent on sick leave [for more than [NUMBER] days] we will arrange for you to have a return-to-work interview with [your line manager **OR** [RELEVANT POSITION] **OR** [DEPARTMENT]].

## A return-to-work interview enables us to confirm the details of your absence. It also gives you the opportunity to raise any concerns or questions you may have, and to bring any relevant matters to our attention.

## Where your doctor has provided a certificate stating that you "may be fit for work" we will usually hold a return-to-work interview to discuss any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice.

## We are committed to helping [employees **OR** members of staff] return to work from long-term sickness absence. As part of our sickness absence meetings procedure (see paragraph 10.29 to paragraph 10.35), we will, where appropriate and possible, support returns to work by:

### Obtaining medical advice;

### Making reasonable adjustments to the workplace, working practices and working hours;

### Considering redeployment; and/or

### Agreeing a return to work programme with everyone affected.

## If you are unable to return to work in the longer term, we will consider whether you are entitled to any benefits under your contract and/or any insurance schemes we operate.

**Sickness absence meetings procedure**

## We may apply this procedure whenever we consider it necessary, including, for example, if you:

### Have been absent due to illness on a number of occasions;

### Have discussed matters at a return to work interview that require investigation; and/or

### Have been absent for more than [NUMBER] days.

## Unless it is impractical to do so, we will give you [NUMBER] days written notice of the date, time and place of a sickness absence meeting. We will put any concerns about your sickness absence and the basis for those concerns in writing or otherwise advise why the meeting is being called. A reasonable opportunity for you to consider this information before a meeting will be provided.

## The meeting will be conducted by [your line manager **OR** [POSITION]] [and will normally be attended by a member of the [DEPARTMENT]]. You may bring a companion with you to the meeting (see paragraph 10.36 to paragraph 10.41).

## You must take all reasonable steps to attend a meeting. Failure to do so without good reason may be treated as misconduct. If you or your companion are unable to attend at the time specified you should immediately inform [your line manager **OR** [POSITION]] who will seek to agree an alternative time.

## A meeting may be adjourned if [your line manager **OR** [POSITION]] is awaiting receipt of information, needs to gather any further information or give consideration to matters discussed at a previous meeting. You will be given a reasonable opportunity to consider any new information obtained before the meeting is reconvened.

## Confirmation of any decision made at a meeting, the reasons for it, and of the right of appeal will be given to you in writing within [NUMBER] days of a sickness absence meeting (unless this time scale is not practicable, in which case it will be provided as soon as is practicable).

## If, at any time, [your line manager **OR** [POSITION]] considers that you have taken or are taking sickness absence when you are not unwell, they may refer matters to be dealt with under our Disciplinary Procedure.

**Right to be accompanied at meetings**

## You may bring a companion to any meeting or appeal meeting under this procedure.

## Your companion may be either a trade union representative or a fellow [employee **OR** member of staff]. Their identity must be confirmed to the [manager **OR** [POSITION]] conducting the meeting, in good time before it takes place.

## [Employees **OR** Members of staff] are allowed reasonable time off from duties without loss of pay to act as a companion. However, they are not obliged to act as a companion and may decline a request if they so wish.

## Some companions may not be allowed: for example, anyone who may have a conflict of interest, or whose presence may prejudice a meeting. Companions should not normally work at another site, unless no-one reasonably suitable is available at the site at which you work.

## We may at our discretion, permit a companion who is not [an employee **OR** a member of staff] or union representative (for example, a family member) where this will help overcome particular difficulties caused by a disability, or difficulty understanding English.

## A companion may make representations, ask questions, and sum up your position, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during a meeting.

**Stage 1: first sickness absence meeting**

## This will follow the procedure set out in paragraphs [NUMBERS] on the arrangements for and right to be accompanied at sickness absence meetings.

## The purposes of a first sickness absence meeting may include:

### Discussing the reasons for absence.

### Where you are on long-term sickness absence, determining how long the absence is likely to last.

### Where you have been absent on a number of occasions, determining the likelihood of further absences.

### Considering whether medical advice is required.

### Considering what, if any, measures might improve your health and/or attendance.

### Agreeing a way forward, action that will be taken and a time-scale for review and/or a further meeting under the sickness absence procedure.

**Stage 2: further sickness absence meeting(s)**

## Depending on the matters discussed at the first stage of the sickness absence procedure, a further meeting or meetings may be necessary. Arrangements for meetings under the second stage of the sickness absence procedure will follow the procedure set out in paragraphs [NUMBERS] on the arrangements for and right to be accompanied at sickness absence meetings.

## The purposes of further meeting(s) may include:

### Discussing the reasons for and impact of your ongoing absence(s).

### Where you are on long-term sickness absence, discussing how long your absence is likely to last.

### Where you have been absent on a number of occasions, discussing the likelihood of further absences.

### If it has not been obtained, considering whether medical advice is required. If it has been obtained, considering the advice that has been given and whether further advice is required.

### Considering your ability to return to/remain in your job in view both of your capabilities and our business needs and any adjustments that can reasonably be made to your job to enable you to do so.

### Considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist in redeploying you.

### Where you are able to return from long-term sick leave, whether to your job or a redeployed job, agreeing a return to work programme.

### If it is considered that you are unlikely to be able to return to work from long-term absence, whether there are any benefits for which you should be considered.

### Agreeing a way forward, action that will be taken and a time-scale for review and/or a further meeting(s). This may, depending on steps we have already taken, include warning you that you are at risk of dismissal.

**Stage 3: final sickness absence meeting**

## Where you have been warned that you are at risk of dismissal, we may invite you to a meeting under the third stage of the sickness absence procedure. Arrangements for this meeting will follow the procedure set out in paragraphs [NUMBERS] on the arrangements for and right to be accompanied at sickness absence meetings.

## The purposes of the meeting will be:

### To review the meetings that have taken place and matters discussed with you.

### Where you remain on long-term sickness absence, to consider whether there have been any changes since the last meeting under stage two of the procedure, either as regards your possible return to work or opportunities for return or redeployment.

### To consider any further matters that you wish to raise.

### To consider whether there is a reasonable likelihood of you returning to work or achieving the desired level of attendance in a reasonable time.

### To consider the possible termination of your employment.

## Termination will normally be with full notice or payment in lieu of notice.

**Appeals**

## You may appeal against the outcome of any stage of this procedure and you may bring a companion to an appeal meeting (see paragraph 10.36 to paragraph 10.41).

## An appeal should be made in writing, stating the full grounds of appeal, to [your line manager **OR** [POSITION] **OR** [DEPARTMENT]] within [NUMBER] days of the date on which the decision was sent to you.

## Unless it is not practicable, you will be given written notice of an appeal meeting within one week of the meeting. In cases of dismissal the appeal will be held as soon as possible. Any new matters raised in an appeal may delay an appeal meeting if further investigation is required.

## You will be provided with written details of any new information which comes to light before an appeal meeting. You will also be given a reasonable opportunity to consider this information before the meeting.

## Where practicable, an appeal meeting will be conducted by a [manager **OR** [RELEVANT OFFICER]] senior to the individual who conducted the sickness absence meeting.

## Depending on the grounds of appeal, an appeal meeting may be a complete rehearing of the matter or a review of the original decision.

## Following an appeal the original decision may be confirmed, revoked or replaced with a different decision. The final decision will be confirmed in writing, if possible within [NUMBER] days of the appeal meeting. There will be no further right of appeal.

## The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

# Capability Procedure

## The primary aim of this procedure is to provide a framework within which managers can work with employees to maintain satisfactory performance standards and to encourage improvement where necessary.

## It is our policy to ensure that concerns over performance are dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond at a hearing before any formal action is taken.

## This procedure does not form part of any employee's contract of employment and it may be amended at any time. We may also vary any parts of this procedure, including any time limits, as appropriate in any case.

## [[This procedure has been [agreed **OR** implemented following consultation] with the [NAME OF TRADE UNION **OR** WORKS COUNCIL **OR** STAFF ASSOCIATION].]]

**What is covered by the policy?**

## This policy is used to deal with poor performance. It does not apply to cases involving genuine sickness absence, proposed redundancies or misconduct. In those cases reference should be made to the appropriate policy or procedure [in the Staff Handbook].

**Identifying performance issues**

## In the first instance, performance issues should normally be dealt with informally between you and your line manager as part of day-to-day management. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future capability hearings. The formal procedure should be used for more serious cases, or in any case where an earlier informal discussion has not resulted in a satisfactory improvement. Informal discussions may help:

### clarify the required standards;

### identify areas of concern;

### establish the likely causes of poor performance and identify any training needs; and/or

### set targets for improvement and a time-scale for review.

## Employees will not normally be dismissed for performance reasons without previous warnings. [However, [in serious cases of gross negligence, or] in any case involving an employee who has not yet completed their probationary period, dismissal without previous warnings may be appropriate.]

## If we have concerns about your performance, we will undertake an assessment to decide if there are grounds for taking formal action under this procedure. The procedure involved will depend on the circumstances but may involve reviewing your personnel file including any appraisal records, gathering any relevant documents, monitoring your work and, if appropriate, interviewing you and/or other individuals confidentially regarding your work.

**Disabilities**

## Consideration will be given to whether poor performance may be related to a disability and, if so, whether there are reasonable adjustments that could be made to your working arrangements, including changing your duties or providing additional equipment or training. We may also consider making adjustments to this procedure in appropriate cases.

## If you wish to discuss this or inform us of any medical condition you consider relevant, you should contact your line manager or [a member of the Human Resources Department **OR** [POSITION]].

**Confidentiality**

## Our aim is to deal with performance matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with a matter which is subject to this capability procedure.

## You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.

## You will normally be told the names of any witnesses whose evidence is relevant to your capability hearing, unless we believe that a witness's identity should remain confidential.

**Notification of a capability hearing**

## If we consider that there are grounds for taking formal action over alleged poor performance, you will be required to attend a capability hearing. We will notify you in writing of our concerns over your performance, the reasons for those concerns, and the likely outcome if we decide after the hearing that your performance has been unsatisfactory. We will also include the following where appropriate:

### A summary of relevant information gathered as part of any investigation.

### A copy of any relevant documents which will be used at the capability hearing.

### A copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.

## We will give you written notice of the date, time and place of the capability hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time[, usually two to seven days,] to prepare your case based on the information we have given you.

**Right to be accompanied at hearings**

## You may bring a companion to any capability hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell the manager conducting the hearing who your chosen companion is, in good time before the hearing.

## A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.

## If your choice of companion is unreasonable we may require you to choose someone else, for example:

### if in our opinion your companion may have a conflict of interest or may prejudice the hearing; or

### [if your companion works at another site and someone reasonably suitable is available at the site at which you work; or]

### if your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days.

## We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) where this will help overcome a particular difficulty caused by a disability, or where you have difficulty understanding English.

**Procedure at capability hearings**

## If you or your companion cannot attend the hearing you should inform us immediately and we will usually arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example, for health reasons), we may have to take a decision based on the available evidence.

## The hearing will normally be held by your line manager [or a more senior manager] [and will normally be attended by a member of the Human Resources Department]. You may bring a companion with you to the hearing (see paragraph 11.16 to paragraph 11.19). Your companion may make representations, ask questions, and sum up your case, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

## You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness. [However, you will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, we decide that a fair hearing could not be held otherwise.]

## The aims of a capability hearing will usually include:

### Setting out the required standards that we believe you may have failed to meet, and going through any relevant evidence that we have gathered.

### Allowing you to ask questions, present evidence, call witnesses, respond to evidence and make representations.

### Establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement.

### Identifying whether there are further measures, such as additional training or supervision, which may improve performance.

### Where appropriate, discussing targets for improvement and a time-scale for review.

### If dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment.

## A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

## We will inform you in writing of our decision and our reasons for it, usually within [one week] of the capability hearing. Where possible we will also explain this information to you in person.

**Stage 1 hearing: [first written warning OR improvement note]**

## Following a Stage 1 capability hearing, if we decide that your performance is unsatisfactory, we will give you [a first written warning **OR** an improvement note], setting out:

### The areas in which you have not met the required performance standards.

### Targets for improvement.

### Any measures, such as additional training or supervision, which will be taken with a view to improving performance.

### A period for review.

### The consequences of failing to improve within the review period, or of further unsatisfactory performance.

## [A first written warning **OR** An improvement note] may be authorised by [MANAGEMENT GRADE].

## The [warning **OR** improvement note] will normally remain active for six months [from the end of the review period], after which time it will be disregarded for the purposes of the capability procedure.

## After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future capability proceedings.

## Your performance will be monitored during the review period and we will write to inform you of the outcome:

### if your line manager is satisfied with your performance, no further action will be taken;

### if your line manager is not satisfied, the matter may be progressed to a Stage 2 capability hearing; or

### if the manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

**Stage 2 hearing: final written warning**

## If your performance does not improve within the review period set out in [a first written warning **OR** an improvement note], or if there is further evidence of poor performance while your [first written warning **OR** improvement note] is still active, we may decide to hold a Stage 2 capability hearing. We will send you written notification as set out in paragraph 11.14 to paragraph 11.15.

## Following a Stage 2 capability hearing, if we decide that your performance is unsatisfactory, we will give you a final written warning, setting out:

### the areas in which you have not met the required performance standards;

### targets for improvement;

### any measures, such as additional training or supervision, which will be taken with a view to improving performance;

### a period for review; and

### the consequences of failing to improve within the review period, or of further unsatisfactory performance.

## [A final written warning may be authorised by [MANAGEMENT GRADE].]

## A final written warning will normally remain active for [six **OR** 12] months [from the end of the review period]. After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future capability proceedings.

## Your performance will be monitored during the review period and we will write to inform you of the outcome:

### if your line manager is satisfied with your performance, no further action will be taken;

### if your line manager is not satisfied, the matter may be progressed to a Stage 3 capability hearing; or

### if the manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

**Stage 3 hearing: dismissal or redeployment**

## We may decide to hold a Stage 3 capability hearing if we have reason to believe:

### your performance has not improved sufficiently within the review period set out in a final written warning;

### your performance is unsatisfactory while a final written warning is still active; or

### your performance has been grossly negligent such as to warrant dismissal without the need for a final written warning.

We will send you written notification of the hearing as set out in paragraph 11.14 to paragraph 11.15.

## Following the hearing, if we find that your performance is unsatisfactory, we may consider a range of options including:

### Dismissing you.

### Redeploying you into another suitable job at the same or [(if your contract permits)] a lower grade.

### Extending an active final written warning and setting a further review period (in exceptional cases where we believe a substantial improvement is likely within the review period).

### Giving a final written warning (where no final written warning is currently active).

## [The decision may be authorised by [MANAGEMENT GRADE].]

## Dismissal will normally be with full notice or payment in lieu of notice, unless your performance has been so negligent as to amount to gross misconduct, in which case we may dismiss you without notice or any pay in lieu.

**Appeals against action for poor performance**

## If you feel that a decision about poor performance under this procedure is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to [APPROPRIATE POSITION] within one week of the date on which you were informed in writing of the decision.

## 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.

## If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing.

## We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice.

## The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.

## Where possible, the appeal hearing will be conducted by a [more senior] manager who has not been previously involved in the case. [A member of the Human Resources Department **AND/OR** the manager who conducted the capability hearing] will also usually be present. You may bring a companion with you to the appeal hearing (see paragraph 11.16 to paragraph 11.19).

## A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

## Following the appeal hearing we may:

### confirm the original decision;

### revoke the original decision; or

### substitute a different penalty.

## 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.

# Disciplinary Rules

# Purpose and Scope

## These Disciplinary Rules should be read in conjunction with our Disciplinary Procedure. The aim of the Disciplinary Rules and Disciplinary Procedure is to set out the standards of conduct expected of all staff and to provide a framework within which managers can work with staff to maintain those standards and encourage improvement where necessary.

## It is our policy to ensure that any disciplinary matter is dealt with fairly and in accordance with the Disciplinary Procedure.

## If you are in any doubt as to your responsibilities or the standards of conduct expected you should speak to your line manager [or a member of Human Resources].

## These rules are not contractual [and we reserve the right to depart from them with employees who have less than two years’ service].

## [[These rules have been [agreed **OR** implemented following consultation] with the [NAME OF TRADE UNION **OR** WORKS COUNCIL **OR** STAFF ASSOCIATION].]]

**Rules of conduct**

## While working for us you should at all times maintain professional and responsible standards of conduct. In particular you should:

### observe the terms and conditions of your contract, particularly with regard to:

#### hours of work;

#### confidentiality;

#### [ANY OTHER IMPORTANT CONTRACTUAL TERMS];

### [ensure that you understand and follow our Code of Conduct which is [set out in the Staff Handbook **OR** on the intranet **OR** available from [POSITION]];]

### observe all our policies, procedures and regulations which are included in this Staff Handbook or notified to you from time to time by means of notice boards, e-mail, the intranet or otherwise;

### take reasonable care in respect of the health and safety of colleagues and third parties [and comply with our Health and Safety Policy];

### comply with all reasonable instructions given by managers; and

### act at all times in good faith and in [the best interests of the company, its customers and staff **OR** our best interests and those of our customers and staff].

## Failure to maintain satisfactory standards of conduct may result in action being taken under our Disciplinary Procedure.

**Misconduct**

## The following are examples of matters that will normally be regarded as misconduct and will be dealt with under our Disciplinary Procedure:

### Minor breaches of our policies [including the Sickness Absence Policy, Electronic Information and Communications Systems Policy, and Health and Safety Policy];

### Minor breaches of your contract;

### Damage to, or unauthorised use of, our property;

### Poor timekeeping;

### Time wasting;

### Unauthorised absence from work;

### Refusal to follow instructions;

### Excessive use of our telephones for personal calls;

### Excessive personal e-mail or internet usage;

### Obscene language or other offensive behaviour;

### Negligence in the performance of your duties; or

### Smoking in no-smoking areas.

This list is intended as a guide and is not exhaustive.

**Gross misconduct**

## Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably damage the working relationship and trust between employer and employee. Gross misconduct will be dealt with under our Disciplinary Procedure and will normally lead to dismissal without notice or pay in lieu of notice (summary dismissal).

## The following are examples of matters that are normally regarded as gross misconduct:

### [Theft or fraud; **OR** Theft, or unauthorised removal of our property or the property of a colleague, contractor, customer or member of the public; **OR** Fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets;]

### [Physical violence or bullying; **OR** Actual or threatened violence, or behaviour which provokes violence;]

### [Deliberate and serious damage to property; **OR** Deliberate damage to our buildings, fittings, property or equipment, or the property of a colleague, contractor, customer or member of the public;]

### [Serious misuse of our property or name;]

### [Deliberately accessing internet sites containing pornographic, offensive or obscene material;]

### [Serious insubordination; **OR** Repeated or serious failure to obey instructions, or any other serious act of insubordination;]

### [Unlawful discrimination or harassment;]

### [Bringing the organisation into serious disrepute;]

### [Serious incapability at work brought on by alcohol or illegal drugs; **OR** Being under the influence of alcohol, illegal drugs or other substances during working hours;]

### [Causing loss, damage or injury through serious negligence;]

### [Serious breach of health and safety rules; **OR** Serious or repeated breach of health and safety rules or serious misuse of safety equipment;]

### [Serious breach of confidence; **OR** Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;]

### [Acceptance of bribes or other secret payments;]

### [Accepting a gift [above the value of £[VALUE]] from a customer, supplier, contractor or other third party in connection with your employment without prior consent from your line manager;]

### [Conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our staff, customers or the public, or otherwise affects your suitability to continue to work for us;]

### [Possession, use, supply or attempted supply of illegal drugs;]

### [Serious neglect of duties, or a serious or deliberate breach of your contract or operating procedures;]

### [Knowing breach of statutory rules affecting your work;]

### [Unauthorised use, processing or disclosure of personal data contrary to our Data Protection Policy;]

### [Harassment of, or discrimination against, employees, contractors, clients or members of the public, related to gender, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, disability, religion or belief or age [contrary to our Equal Opportunities Policy or our Anti-harassment and Bullying Policy];]

### [Refusal to disclose any of the information required by your employment or any other information that may have a bearing on the performance of your duties;]

### [Giving false information as to qualifications or entitlement to work (including immigration status) in order to gain employment or other benefits;]

### [Knowingly taking parental, paternity or adoption leave when not eligible to do so or for a purpose other than supporting a child;]

### [Making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;]

### [Making untrue allegations in bad faith against a colleague;]

### [Victimising a colleague who has raised concerns, made a complaint or given evidence information under our [Whistleblowing Policy, Anti-harassment and Bullying Policy,] Grievance Procedure, Disciplinary Procedure or otherwise;]

### [Serious misuse of our information technology systems (including misuse of developed or licensed software, use of unauthorised software and misuse of e-mail and the internet)[ contrary to our Electronic Information and Communications Systems Policy];]

### [Undertaking unauthorised paid or unpaid employment during your working hours;]

### [Unauthorised entry into an area of the premises to which access is prohibited.]

This list is intended as a guide and is not exhaustive.

# Disciplinary Procedure

# Purpose and Scope

## The aims of this Disciplinary Procedure [and its associated Disciplinary Rules] are to set out the standards of conduct expected of all staff and to provide a framework within which managers can work with employees to maintain satisfactory standards of conduct and to encourage improvement where necessary.

## It is our policy to ensure that any disciplinary matter is dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond before taking any formal action.

## This procedure is not contractual [and we reserve the right to depart from it with employees who have less than two years’ service].

## [[This procedure has been [agreed **OR** implemented following consultation] with the [NAME OF TRADE UNION **OR** WORKS COUNCIL **OR** STAFF ASSOCIATION].]]

**What is covered by the procedure?**

## This procedure is used to deal with misconduct. It does not apply to cases involving genuine sickness absence, proposed redundancies or poor performance. In those cases reference should be made to the appropriate policy or procedure [elsewhere in this Staff Handbook].

## Minor conduct issues can often be resolved informally between you and your line manager. These discussions should be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future capability hearings. In some cases an informal verbal warning may be given, which will not form part of your disciplinary records. Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).

## You will not normally be dismissed for a first act of misconduct, unless we decide it amounts to gross misconduct or you have not yet completed your probationary period.

## If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with [your line manager **OR** a member of the Human Resources Department] as soon as possible.

**Confidentiality**

## Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.

## You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.

## You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless we believe that a witness's identity should remain confidential.

**Investigations**

## The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents. [The Human Resources Department will usually appoint an Investigating Officer to carry out the investigation.]

## Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.

## You do not normally have the right to bring a companion to an investigative interview. However, we may allow you to bring a companion if it helps you to overcome any disability, or any difficulty in understanding English.

## You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

**Criminal charges**

## Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.

## We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.

## A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

**Suspension**

## In some circumstances we may need to suspend you from work. The suspension will be for no longer than is necessary to investigate the allegations and we will confirm the arrangements to you in writing. While suspended you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless you have been authorised to do so by [POSITION].

## Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations. [You will continue to receive your full [basic] salary and benefits during the period of suspension **OR** Pay and benefits during suspension will be calculated as set out in your contract].

**Notification of a hearing**

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

### a summary of relevant information gathered during the investigation;

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

### a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.

## We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time[, usually two to seven days,] to prepare your case based on the information we have given you.

**The right to be accompanied**

## You may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell [POSITION] who your chosen companion is, in good time before the hearing.

## A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.

## If your choice of companion is unreasonable we may require you to choose someone else, for example:

### if in our opinion your companion may have a conflict of interest or may prejudice the hearing; or

### [if your companion works at another site and someone reasonably suitable is available at the site at which you work; or]

### if your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days.

## We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) where this will help overcome a disability, or where you have difficulty understanding English.

**Procedure at disciplinary hearings**

## If you or your companion cannot attend the hearing you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence.

## The hearing will be chaired by [DESCRIPTION OF APPROPRIATE MANAGER]. [The Investigating Officer **AND/OR** a member of the Human Resources Department] will also be present. You may bring a companion with you to the disciplinary hearing (see paragraph 13.23 to paragraph 13.26).

## At the disciplinary hearing we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your companion may make representations to us and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

## You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness. [However, you will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, we decide that a fair hearing could not be held otherwise.]

## We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

## We will inform you in writing of our decision and our reasons for it, usually within [one week] of the disciplinary hearing. Where possible we will also explain this information to you in person.

**Disciplinary penalties**

## The usual penalties for misconduct are set out below. No penalty should be imposed without a hearing. We aim to treat all employees fairly and consistently, and a penalty imposed on another employee for similar misconduct will usually be taken into account but should not be treated as a precedent. Each case will be assessed on its own merits.

## **Stage 1 - First written warning.** A first written warning may be authorised by [MANAGEMENT GRADE]. It will usually be appropriate for a first act of misconduct where there are no other active written warnings on your disciplinary record.

## **Stage 2 - Final written warning.** A final written warning may be authorised by [MANAGEMENT GRADE]. It will usually be appropriate for:

### misconduct where there is already an active written warning on your record; or

### misconduct that we consider sufficiently serious to warrant a final written warning even though there are no other active warnings on your record.

## **Stage 3 - Dismissal.** Dismissal may be authorised by [MANAGEMENT GRADE]. It will usually only be appropriate for:

### [any 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. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal). Examples of gross misconduct are set out in our Disciplinary Rules, which are [contained in the Staff Handbook **OR** set out on the Intranet **OR** available from the Human Resources Department].

## **Alternatives to dismissal.** In some cases we may at our discretion consider alternatives to dismissal. These may be authorised by [MANAGEMENT GRADE] and will usually be accompanied by a final written warning. Examples include:

### Demotion.

### Transfer to another department or job.

### A period of suspension without pay.

### Loss of seniority.

### Reduction in pay.

### Loss of future pay increment or bonus.

### Loss of overtime.

**The effect of a warning**

## Written warnings will set out the nature of the misconduct, the change in behaviour required, the period for which the warning will remain active, and the likely consequences of further misconduct in that active period.

## A first written warning will usually remain active for six months and a final written warning will usually remain active for 12 months. [In exceptional cases verging on gross misconduct [OR DETAILS OF COMPANY SPECIFIC MISCONDUCT WHICH MAY WARRANT INDEFINITE WARNINGS SUCH AS DANGEROUS BREACHES OF HEALTH AND SAFETY], a final written warning may state that it will remain active indefinitely.] [Your conduct may be reviewed at the end of a warning's active period and if it has not improved sufficiently we may decide to extend the active period.]

## After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future disciplinary proceedings.

**Appeals against disciplinary action**

## 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 [POSITION] within one week of the date on which you were informed of the decision.

## 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.

## If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing.

## We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice.

## The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.

## Where possible, the appeal hearing will be conducted impartially by a [more senior] manager who has not been previously involved in the case. [The Investigating Officer **AND/OR** a member of the Human Resources Department **AND/OR** the manager who conducted the disciplinary hearing] will also usually be present. You may bring a companion with you to the appeal hearing (see paragraph 13.23 to paragraph 13.26).

## We may adjourn the appeal hearing if we need to carry out any further investigations in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

## Following the appeal hearing we may:

### confirm the original decision;

### revoke the original decision; or

### substitute a different penalty.

## 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.

# Grievance Procedure (long form)

## It is our policy to ensure that all employees have access to a procedure to help deal with any grievances relating to their employment fairly and without unreasonable delay. We aim to investigate any formal grievance you raise, hold a meeting to discuss it with you, inform you in writing of the outcome, and give you a right of appeal if you are not satisfied.

## Issues that may cause grievances include:

### terms and conditions of employment;

### health and safety;

### work relations;

### bullying and harassment;

### new working practices;

### working environment;

### organisational change; and

### discrimination.

## This procedure is not contractual [and we reserve the right to depart from it with employees who have less than two years’ service].

## [[This procedure has been [agreed **OR** implemented following consultation] with the [NAME OF TRADE UNION **OR** WORKS COUNCIL **OR** STAFF ASSOCIATION].]]

**Using this procedure**

## If you have difficulty at any stage of the Grievance Procedure because of a disability or because English is not your first language, you should discuss the situation with [your line manager **OR** [POSITION]] as soon as possible.

## This Grievance Procedure should not be used to complain about dismissal or disciplinary action. If you are dissatisfied with any disciplinary action, you should submit an appeal under the appropriate procedure [in this Staff Handbook **OR** which is available from [POSITION]].

## [We have a separate Anti-harassment and Bullying Policy that may be useful if you have been the victim of bullying or harassment or wish to report an incident of bullying or harassment involving other people. It is [set out in this Staff Handbook **OR** available from [POSITION]].]

## [We operate a separate Whistleblowing Policy to enable employees to report illegal activities, wrongdoing or malpractice. However, where you are directly affected by the matter in question, or where you feel you have been victimised for an act of whistleblowing, you may raise the matter under this Grievance Procedure.]

## [This procedure does not apply to grievances concerning two or more employees (collective grievances) raised by a representative of the [TRADE UNION **OR** OTHER REPRESENTATIVE BODY]. These will be dealt with [under the procedure set out in [DOCUMENT] **OR** as appropriate to the facts of the case].]

## Written grievances will be placed on your personnel file along with a record of any decisions taken and any notes or other documents compiled during the grievance process. [These will be processed in accordance with our Data Protection Policy.]

**Raising grievances informally**

## Most grievances can be resolved quickly and informally through discussion with [your line manager **OR** [POSITION]]. If you feel unable to speak to your manager, for example, because the complaint concerns him or her, then you should speak informally to [a more senior manager **OR** [POSITION]]. If this does not resolve the issue, you should follow the formal procedure below.

**Formal written grievances**

## If your grievance cannot be resolved informally you should put it in writing and submit it to [your line manager **OR** [POSITION]], indicating that it is a formal grievance. If the grievance concerns him or her, you may submit it instead to [POSITION].

## The written grievance should contain a brief description of the nature of your complaint, including any relevant facts, dates, and names of individuals involved. In some situations we may need to ask you to provide further information.

**Investigations**

## In some cases it may be necessary for us to carry out an investigation into your grievance. The amount of any investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents. [The investigation may be carried out by [your line manager **OR** [POSITION]] or someone else appointed by us.]

## You must co-operate fully and promptly in any investigation. This may include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending interviews, as part of our investigation.

## We may initiate an investigation before holding a grievance meeting where we consider this appropriate. In other cases we may hold a grievance meeting before deciding what investigation (if any) to carry out. In those cases we will hold a further grievance meeting with you after our investigation and before we reach a decision.

**Right to be accompanied**

## You may bring a companion to any grievance meeting or appeal meeting under this procedure. The companion may be either a trade union representative or a colleague. You must tell [[POSITION] **OR** the person holding the grievance meeting] who your chosen companion is, in good time before the meeting.

## At the meeting, your companion may make representations to us and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the meeting.

## Acting as a companion is voluntary and your colleagues are under no obligation to do so. If they agree to do so they will be allowed reasonable time off from duties without loss of pay to act as a companion.

## If your choice of companion is unreasonable we may ask you to choose someone else, for example:

### if in our opinion your companion may have a conflict of interest or may prejudice the meeting; or

### [if your companion works at another site and someone reasonably suitable is available at the site at which you work; or]

### if your companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards.

**Grievance meetings**

## We will arrange a grievance meeting, normally within [one week] of receiving your written grievance.

## You and your companion (if any) should make every effort to attend grievance meetings. If you or your companion cannot attend at the time specified, you should inform us immediately and we will try, within reason, to agree an alternative time.

## The purpose of a grievance meeting is to enable you to explain your grievance and how you think it should be resolved, and to assist us to reach a decision based on the available evidence and the representations you have made.

## After an initial grievance meeting we may carry out further investigations and hold further grievance meetings as we consider appropriate. Such meetings will be arranged without unreasonable delay.

## We will write to you, usually within one week of the final grievance meeting, to inform you of the outcome of your grievance and any further action that we intend to take to resolve the grievance. We will also remind you of your right of appeal. Where appropriate we may hold a meeting to give you this information in person.

**Appeals**

## If the grievance has not been resolved to your satisfaction you may appeal in writing to [POSITION], stating your full grounds of appeal, within [one week] of the date on which the decision was sent or given to you.

## We will hold an appeal meeting, normally within one week of receiving your written appeal. This will be dealt with impartially by a [more senior] manager who has not previously been involved in the case (although they may ask anyone previously involved to be present). You have a right to bring a companion to the meeting (see paragraph 14.15 to paragraph 14.18).

## We will confirm our final decision in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

# Grievance Procedure (short form)

**Who is covered by the procedure?**

## This procedure applies to all [employees **OR** staff] regardless of length of service. [It does not apply to agency workers or self-employed contractors.] [However, it does not form part of [any employee's contract of employment **OR** your contract]. It may be amended at any time and we may depart from it depending on the circumstances of any case.]

**Using the grievance procedure**

## Most grievances can be resolved quickly and informally through discussion with your line manager or [POSITION, SUCH AS THE OFFICE MANAGER OR HR MANAGER]. If this does not resolve the problem you should initiate the formal procedure below reasonably promptly.

**Step 1: written grievance**

## You should put your grievance in writing and submit it to your line manager. If your grievance concerns your line manager you may submit it to [POSITION SUCH AS THE OFFICE MANAGER OR HR MANAGER].

## The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.

**Step 2: meeting**

## We will arrange a grievance meeting, normally within [one week] of receiving your written grievance. You should make every effort to attend.

## You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.

## If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.

## We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.

## We will write to you, usually within one week of the last grievance meeting, to confirm our decision and notify of you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.

**Step 3: appeals**

## If the grievance has not been resolved to your satisfaction you may appeal in writing to [POSITION], stating your full grounds of appeal, within [one week] of the date on which the decision was sent or given to you.

## We will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a [more senior] manager who has not previously been involved in the case. You will have a right to bring a companion (see paragraph 15.6).

## We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

# Whistleblowing Policy

## We are committed to conducting our business with honesty and integrity, and we expect all staff to maintain high standards [in accordance with our Code of Conduct]. However, all organisations face the risk of things going wrong from time to time, or of unknowingly harbouring illegal or unethical conduct. A culture of openness and accountability is essential in order to prevent such situations occurring or to address them when they do occur.

## The aims of this policy are:

### To encourage staff to report suspected wrongdoing as soon as possible, in the knowledge that their concerns will be taken seriously and investigated as appropriate, and that their confidentiality will be respected.

### To provide staff with guidance as to how to raise those concerns.

### To reassure staff that they should be able to raise genuine concerns without fear of reprisals, even if they turn out to be mistaken.

## [This policy takes account of the Whistleblowing Arrangements Code of Practice issued by the British Standards Institute and Public Concern at Work. [It has been [agreed **OR** implemented following consultation] with the [TRADE UNION **OR** WORKS COUNCIL **OR** STAFF ASSOCIATION].]]

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

# What is whistleblowing?

## Whistleblowing is the disclosure of information which relates to suspected wrongdoing or dangers at work. This may include:

### criminal activity;

### miscarriages of justice;

### danger to health and safety;

### damage to the environment;

### failure to comply with any legal [or professional] obligation or regulatory requirements;

### bribery;

### [financial fraud or mismanagement;]

### [negligence;]

### [breach of our internal policies and procedures [including our Code of Conduct];]

### [conduct likely to damage our reputation;]

### [unauthorised disclosure of confidential information;]

### [OTHER WORKPLACE-SPECIFIC CONCERNS;]

### the deliberate concealment of any of the above matters.

## A whistleblower is a person who raises a genuine concern relating to any of the above. If you have any genuine concerns related to suspected wrongdoing or danger affecting any of our activities (a whistleblowing concern) you should report it under this policy.

## This policy should not be used for complaints relating to your own personal circumstances, such as the way you have been treated at work. In those cases you should use the Grievance Procedure [or Anti-harassment and Bullying Policy as appropriate].

## If you are uncertain whether something is within the scope of this policy you should seek advice from [the Whistleblowing Officer], whose contact details are at the end of this policy.

# Raising a whistleblowing concern

## We hope that in many cases you will be able to raise any concerns with [your line manager **OR** [POSITION]]. You may tell them in person or put the matter in writing if you prefer. They may be able to agree a way of resolving your concern quickly and effectively. In some cases they may refer the matter to the Whistleblowing Officer.

## However, where the matter is more serious, or you feel that [your line manager **OR** [POSITION]] has not addressed your concern, or you prefer not to raise it with them for any reason, you should contact one of the following:

### [The Whistleblowing Officer, [NAME].]

### [Our confidential [external] telephone hotline.]

### [The [CEO **OR** Head of Legal **OR** OTHER TRUSTED HIGH PROFILE POSITION], [NAME].]

Contact details are set out at the end of this policy.

## We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

## We will take down a written summary of your concern and provide you with a copy after the meeting. We will also aim to give you an indication of how we propose to deal with the matter.

# Confidentiality

## We hope that staff will feel able to voice whistleblowing concerns openly under this policy. However, if you want to raise your concern confidentially, we will make every effort to keep your identity secret. If it is necessary for anyone investigating your concern to know your identity, we will discuss this with you.

## We do not encourage staff to make disclosures anonymously. Proper investigation may be more difficult or impossible if we cannot obtain further information from you. It is also more difficult to establish whether any allegations are credible. Whistleblowers who are concerned about possible reprisals if their identity is revealed should come forward to the Whistleblowing Officer [or one of the other contact points listed in paragraph 16.10] and appropriate measures can then be taken to preserve confidentiality. If you are in any doubt you can seek advice from [our confidential counselling hotline or] Public Concern at Work, the independent whistleblowing charity, who offer a confidential helpline. Their contact details are at the end of this policy.

# External disclosures

## 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.

## 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. It will very rarely if ever be appropriate to alert the media. We strongly encourage you to seek advice before reporting a concern to anyone external. The independent whistleblowing charity, Public Concern at Work, operates a confidential helpline. They also have a list of prescribed regulators for reporting certain types of concern. Their contact details are at the end of this policy.

## Whistleblowing concerns usually relate to the conduct of our staff, but they may sometimes relate to the actions of a third party, such as a [customer, supplier or service provider **OR** [INSERT OTHER APPROPRIATE TERMS]]. The law allows you to raise a concern with a third party, where you reasonably believe it relates mainly to their actions or something that is legally their responsibility. However, we encourage you to report such concerns internally first. You should contact [your line manager **OR** [POSITION]] or one of the other individuals set out in paragraph 16.10 for guidance.

# Investigation and outcome

## Once you have raised a concern, we will carry out an initial assessment to determine the scope of any investigation. We will inform you of the outcome of our assessment. You may be required to attend additional meetings in order to provide further information.

## In some cases we may appoint an investigator or team of investigators including staff with relevant experience of investigations or specialist knowledge of the subject matter. The investigator(s) may make recommendations for change to enable us to minimise the risk of future wrongdoing.

## We will aim to keep you informed of the progress of the investigation and its likely timescale. However, sometimes the need for confidentiality may prevent us giving you specific details of the investigation or any disciplinary action taken as a result. You should treat any information about the investigation as confidential.

## If we conclude that a whistleblower has made false allegations maliciously or with a view to personal gain, the whistleblower will be subject to disciplinary action.

# If you are not satisfied

## While we cannot always guarantee the outcome you are seeking, we will try to deal with your concern fairly and in an appropriate way. By using this policy you can help us to achieve this.

## If you are not happy with the way in which your concern has been handled, you can raise it with one of the other key contacts in paragraph 16.10. Alternatively you may contact the chairman of the [Audit Committee **OR** board of directors] or our external auditors. Contact details are set out at the end of this policy.

# Protection and support for whistleblowers

## It is understandable that whistleblowers are sometimes worried about possible repercussions. We aim to encourage openness and will support staff who raise genuine concerns under this policy, even if they turn out to be mistaken.

## Staff must not suffer any detrimental treatment as a result of raising a concern. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform [the Whistleblowing Officer] immediately. If the matter is not remedied you should raise it formally using our Grievance Procedure.

## Staff must not threaten or retaliate against whistleblowers in any way. Anyone involved in such conduct will be subject to disciplinary action.

## [A confidential support and counselling hotline is available to whistleblowers who raise concerns under this policy. Their contact details are set out at the end of this policy.]

# Responsibility for the success of this policy

## The [board **OR** Audit Committee] has overall responsibility for this policy, and for reviewing the effectiveness of actions taken in response to concerns raised under this policy.

## The Whistleblowing Officer has day-to-day operational responsibility for this policy, and must ensure that all managers and other staff who may deal with concerns or investigations under this policy receive regular and appropriate training.

## The Whistleblowing Officer, in conjunction with the [board **OR** Audit Committee] and [RELEVANT BODY SUCH AS A TRADE UNION OR WORKS COUNCIL] should review this policy from a legal and operational perspective at least once a year.

## All staff are responsible for the success of this policy and should ensure that they use it to disclose any suspected danger or wrongdoing. Staff are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the [Whistleblowing Officer **OR** Audit Committee].

# Contacts

|  |  |
| --- | --- |
| **Whistleblowing Officer** | [NAME]  [TELEPHONE]  [E-MAIL] |
| **[CEO OR Head of Legal OR OTHER TRUSTED INDIVIDUAL]** | [NAME]  [TELEPHONE]  [E-MAIL] |
| **Chairman of the [Audit Committee OR board of directors]** | [NAME]  [TELEPHONE]  [E-MAIL] |
| **[EMPLOYER'S] external auditors** | [COMPANY NAME]  [TELEPHONE]  [E-MAIL] |
| **[Whistleblowing hotline]**  [(24 hour **OR** from [TIME] am to [TIME] pm)] | [COMPANY NAME (IF EXTERNAL)]  [REFERENCE NUMBER (IF EXTERNAL)]  [TELEPHONE]  [E-MAIL] |
| **[Confidential counselling hotline]** | [COMPANY NAME]  [TELEPHONE]  [E-MAIL] |
| **Public Concern at Work**  (Independent whistleblowing charity) | Helpline: (020) 7404 6609  E-mail: whistle@pcaw.co.uk  Website: www.pcaw.co.uk |

# Maternity Policy

## 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.

**Definitions**

## The definitions in this paragraph apply in this policy.

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

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

**Notification**

## You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations (see paragraph 17.11 to paragraph 17.12).

## 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) (see paragraph 17.14 to paragraph 17.22).

## 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**

## If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. [This may include any relaxation or parenting classes that your doctor, midwife or health visitor has advised you to attend.] You should try to give us as much notice as possible of the appointment.

## 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.

**Sickness**

## Periods of pregnancy-related sickness absence shall be paid in accordance with [the statutory sick pay scheme **OR** your contract of employment **OR** our Sickness Absence Policy] in the same manner as any other sickness absence. [Sick pay under [your contract of employment **OR** our Sickness Absence Policy] is normally paid for up to [NUMBER] [days' **OR** weeks' **OR** months'] absence in any [12] month period. Any payment of sick pay in excess of this as a result of pregnancy-related sickness shall be entirely at our discretion.]

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

## If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will usually start automatically (see paragraph 17.14 to paragraph 17.22).

**Health and safety**

## 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.

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

### changing your working conditions or hours of work;

### offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or

### suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

**Entitlement to maternity leave**

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

### Ordinary maternity leave of 26 weeks (OML).

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

**Starting maternity leave**

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

## You must notify us of your Intended Start Date in accordance with paragraph 17.4(c). We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave (Expected Return Date).

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

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

## Maternity leave shall start on the earlier of:

### your Intended Start Date (if notified to us in accordance with this policy); or

### the day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth; or

### the day after you give birth.

## If you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth, you must let us know as soon as possible in writing. Maternity leave will be triggered under paragraph 17.18(b) unless we agree to delay it.

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

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

## Shortly before your maternity leave starts we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. [Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.]

**Statutory maternity pay**

## Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with paragraph 17.36 to paragraph 17.38). You are entitled to SMP if:

### you have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;

### your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the Government;

### you provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;

### you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and

### you are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

## SMP is calculated as follows:

### First six weeks: SMP is paid at the **Earnings-Related Rate** of 90% of your average weekly earnings calculated over the Relevant Period;

### Remaining 33 weeks: SMP is paid at the **Prescribed Rate** which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.

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

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

### the week following the week in which employment ends; or

### the eleventh week before the Expected Week of Childbirth.

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

**Terms and conditions during OML and AML**

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

### benefits in kind [such as life insurance, health insurance, gym membership and use of a company vehicle if applicable] shall continue;

### annual leave entitlement under your contract shall continue to accrue (see paragraph 17.29 to paragraph 17.31); and

### pension benefits shall continue (see paragraph 17.32 to paragraph 17.34).

**Annual leave**

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

## [Annual leave cannot usually be carried over from one holiday year to the next.] If the holiday year is due to end during your maternity leave, you should ensure that you have taken the full year's entitlement before starting your maternity leave.

## Our holiday year runs from [1 January to 31 December].

**Pensions**

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

## [The period of OML [and any further period of paid maternity leave] counts towards our final-salary pension scheme as pensionable service, provided you make the necessary minimum contributions based on the maternity pay you are receiving.]

## During unpaid AML we shall [not] make any payments into a money purchase scheme [and the time shall not count as pensionable service under the final salary scheme]. You do not have to make any contributions but you may do so if you wish, or you may make up for missed contributions at a later date.

**Redundancies during maternity leave**

## [In the event that your post is affected by a redundancy situation occurring during your maternity leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. [Employees on maternity leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.]]

**Keeping in touch**

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

## You may work (including attending training) for up to ten days during maternity leave without bringing your maternity leave or SMP to an end. [The arrangements, including pay, would be set by agreement with your line manager or the Human Resources Department.] 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.

## 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; see paragraph 17.51).

**Expected return date**

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

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

**Returning early**

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

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

**Returning late**

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

### request unpaid parental leave [in accordance with our Parental Leave Policy], giving us as much notice as possible but not less than [21 days]; or

### request paid annual leave in accordance with your contract, which will be at our discretion.

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

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

**Deciding not to return**

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

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

## This does not affect your right to receive SMP.

**Your rights when you return**

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

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

**Returning to work part-time**

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

# Paternity Policy

## You may be entitled to take up to two weeks paid paternity leave within 56 days of the birth of your child or adoption placement. This must be taken as a block of one or two weeks and will be paid at either the current Statutory Paternity Pay (SSP) rate at 90% of your average weekly earnings if less than the current SSP rate.

## If you have been continuously employed for at least 26 weeks by the 15th week before the expected week of childbirth, or by the week in which an approved adoption agency matches you with a child, you may be entitled to paternity leave and pay. If so, you will be required to inform the Company of your intention to take paternity leave by the fifteenth week before the baby is expected, unless this is not reasonably practicable.

## You will need to tell us:

## The week the baby is due

## Whether you wish to take one or two weeks leave; and

## When you want your leave to start

## If you want to change your mind about the date on which your leave should start, you can do this providing you tell the Company at least 28 days in advance (unless this is not reasonably practicable). You will have to tell us the date you expect any payments of SPP to start at least 28 days in advance, unless this is not reasonably practicable. For more details about paternity leave and whether you qualify to receive SPP please contact the Human Resources Advisor/your Line Manager.

## From 1st October 2014 fathers and partners (including same sex partners), agency workers, as well as intended partners in a surrogacy situation who meet specified conditions can take unpaid time off work to attend up to 2 ante natal appointments with the mother-to-be for up to a maximum of six and a half hours for each appointment. For more details please contact the Human Resources Advisor/your Line Manager.

# Shared Parental Leave policy

**What is Shared Parental Leave?**

## Shared Parental Leave enables eligible parents to choose how to share the care of their child during the first year of birth or adoption and is available to employees who have a new baby or newly adopted child **on or after 5th April 2015**. Its purpose is to give parents more flexibility in considering how to best care for, and bond with, their child. All eligible employees have a statutory right to take Shared Parental Leave. There may also be an entitlement to some Shared Parental Pay. This policy sets out the statutory rights and responsibilities of employees who wish to take statutory Shared Parental Leave (SPL) and statutory Shared Parental Pay (ShPP).

## We recognise that, from time to time, you may have questions or concerns relating to your shared parental rights. It is our policy to encourage open discussion with you to ensure that questions and problems can be resolved as quickly as possible. You should clarify the relevant procedures with [HR department/name of individual] to ensure that they are followed.

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

## SPL can only be used by two people:

* The mother/adopter and
* One of the following:
  + the father of the child (in the case of birth)or
  + the spouse, civil partner or partner of the child's mother/ adopter.

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

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

* the mother/adopter of the child must be/have been entitled to statutory maternity/adoption leave or if not entitled to statutory maternity/adoption leave they must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have ended or given notice to reduce any maternity/adoption entitlements;
* the employee must still be working for the organisation at the start of each period of SPL;
* the employee must pass the ‘continuity test’ requiring them to have a minimum of 26 weeks' service at the end of the 15th week before the child’s expected due date/matching date;
* the employee’s partner must meet the ‘employment and earnings test’ requiring them in the 66 weeks leading up to the child’s expected due date/matching date have worked for at least 26 weeks and earned an average of at least £30 (this is correct as of 2015 but may change annually) a week in any 13 of those weeks;
* the employee must correctly notify the organisation of their entitlement and provide evidence as required.

**The Shared Parental Leave entitlement**

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

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

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

## SPL can commence as follows:

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

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

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

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

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

**Notifying the organisation of an entitlement to Shared Parental Leave**

## If you are entitled and intend to take SPL must give your line manager notification of your entitlement and intention to take to SPL, at least eight weeks before you can take any period of SPL.

## Part of the eligibility criteria requires you to provide us with correct notification.

## Notification must be in writing and requires each of the following:

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

## You must provide us with a signed declaration stating:

* that you meet, or will meet, the eligibility conditions and are entitled to take SPL;
* that the information you have given is accurate;
* if you are not the mother/adopter you must confirm that you are either the father of the child or the spouse, civil partner or partner of the mother/adopter;
* that should you cease to be eligible you will immediately inform us.

## You must provide us with a signed declaration from your partner confirming:

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

**Requesting further evidence of eligibility**

## We may, within 14 days of the SPL entitlement notification being given, request:

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

## In order to be entitled to SPL, you must produce this information within 14 days of our request.

**Fraudulent claims**

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

**Discussions regarding Shared Parental Leave**

## If you are considering taking SPL you are encouraged to contact [HR department/name of individual] to arrange an informal discussion as early as possible regarding your potential entitlement, to talk about your plans and to enable the company to support you.

## The [HR department/name of individual] may upon receiving a notification of entitlement to take SPL seek to arrange an informal discussion with you to talk about your intentions and how you currently expect to use your SPL entitlement.

## Upon receiving a leave booking notice the [HR department/name of individual] will usually arrange a meeting to discuss it. Where a notice is for a single period of continuous leave, or where a request for discontinuous leave can without further discussion be approved in the terms stated in your notice booking leave, a meeting may not be necessary.

## [**[This is one potential way to hold a meeting in relation to SPL. An employer may wish to amend the process to fit in with their usual workplace practice.]** Where a meeting is arranged it should take place in private and be arranged in advance. If the initial date is problematic then another date will be arranged if possible. If an alternative date cannot be arranged then the meeting may be held over the telephone.

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

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

**Booking Shared Parental Leave**

## In addition to notifying the Company of your entitlement to SPL/ShPP, you must also give notice to take the leave. In many cases, notice to take leave will be given at the same time as the notice of entitlement to SPL.

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

## **[Allowing an employee to submit three notifications to book/vary leave is the statutory minimum and employers may find it preferable to specify a higher/unlimited number of notifications]**

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

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

*Continuous leave notifications*

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

## You have the right to take a continuous block of leave notified in a single notification, so long as it does not exceed the total number of weeks of SPL available to them (specified in the notice of entitlement) and we have been given at least eight weeks’ notice.

## You may submit up to three separate notifications for continuous periods of leave.

*Discontinuous leave notifications*

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

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

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

**Responding to a Shared Parental Leave notification**

## Once the [HR department/name of individual] receives the leave booking notice, it will be dealt with as soon as possible, but a response will be provided no later than the 14th day after the leave request was made.

## All notices for continuous leave will be confirmed in writing.

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

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

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

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

**Variations to arranged Shared Parental Leave**

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

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

**Statutory Shared Parental Pay (ShPP)**

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

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

## In addition to meeting the eligibility requirements for SPL, if you are seeking to claim ShPP you must further satisfy each of the following criteria:

* the mother/adopter must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have reduced their maternity/adoption pay period or maternity allowance period;
* you must intend to care for the child during the week in which ShPP is payable;
* you must have an average weekly earnings for the period of eight weeks leading up to and including the 15th week before the child’s expected due date/matching date are not less than the lower earnings limit in force for national insurance contributions;
* you must remain in continuous employment until the week before the first week of ShPP has begun;
* you must give proper notification in accordance with the rules set out below.

## Where you are entitled to receive ShPP you must, at least eight weeks before receiving any ShPP, give your line manager written notice advising of your entitlement to ShPP. To avoid duplication, if possible, this should be included as part of the notice of entitlement to take SPL.

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

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

## It must be accompanied by a signed declaration from your partner confirming:

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

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

**Terms and conditions during Shared Parental Leave**

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

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

**Annual Leave**

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

**Contact during Shared Parental Leave**

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

**Shared Parental Leave in Touch days**

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

## The Company has no right to require you to carry out any work, and is under no obligation to offer you any work, during your SPL. Any work undertaken is a matter for agreement between the Company and you. An employee taking a SPLIT day will receive full pay for any day worked. If a SPLIT day occurs during a week when you are receiving ShPP, this will be effectively ‘topped up’ so that you receive full pay for the day in question. Any SPLIT days worked do not extend the period of SPL.

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

**Returning to work after Shared Parental Leave**

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

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

## On returning to work after SPL, your are entitled to return to the same job if your aggregate total statutory maternity/paternity/adoption leave and SPL amounts to 26 weeks or less, you will return to the same job. The same job is the one you occupied immediately before commencing maternity/paternity/adoption leave and the most recent period of SPL, on the same terms and conditions of employment as if you had not been absent.

## If your maternity/paternity/adoption leave and SPL amounts to 26 weeks or more in aggregate, you are entitled to return to the same job you held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is both suitable and appropriate and on terms and conditions no less favourable.

## If you also take a period of unpaid parental leave of 4 weeks or less this will have no effect on your right to return and the employee will still be entitled to return to the same job as you occupied before taking the last period of leave if the aggregate weeks of maternity/paternity/adoption and SPL do not exceed 26 weeks.

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

## **Special Circumstances and further information**

## In certain situations your rights and requirements regarding SPL and ShPP may change. In these circumstances the Company will abide by any statutory obligations and you should refer to the documents listed below and/or clarify any issues or queries with **[HR department/name of individual]**.

## Law relating to this document:

* The Shared Parental Leave Regulations 2014
* The Shared Parental Pay (General) Regulations 2014
* The Maternity and Adoption Leave (Curtailment of Statutory Rights to Leave) Regulations 2014
* Employment Rights Act 1996
* Child and Families Act 2014
* Equality Act 2010

# Adoption Policy

## This policy outlines the statutory rights and responsibilities of employees who adopt, and sets out the arrangements for adoption leave. It only applies to employees and does not apply to agency workers or the self-employed.

**Definitions**

## 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 under paragraph 20.3 to paragraph 20.4.

Additional Adoption Leave (AAL)**:** a further period of up to 26 weeks' leave immediately following OAL.

**Entitlement to adoption leave**

## Adoption leave is only available if you are adopting through a UK [or overseas] adoption agency [(for overseas adoptions, see paragraph 20.8 to paragraph 20.13)]. It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative.

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

### An 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.

### You have been continuously employed by us for at least 26 weeks ending with the Qualifying Week.

### Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

**Notification of intention to take leave**

## You must give us notice in writing of:

### the Expected Placement Date; and

### your intended start date for adoption leave (Intended Start Date) (see paragraph 20.14 to paragraph 20.18).

## 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.

## At least 28 days before your Intended Start Date (or, if this is not possible, as soon as you can), you must also provide us with:

### A Matching Certificate from the adoption agency confirming:

#### the agency's name and address;

#### the date you were notified of the match; and

#### the Expected Placement Date.

### Written confirmation that you intend to take statutory adoption leave and not statutory paternity leave.

**Overseas adoptions**

[If you are adopting a child from overseas, the following will apply:

## You must have received notification that the adoption has been approved by the relevant UK authority (Official Notification).

## 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.

## This notice should be given as early as possible but in any case within 28 days of receiving Official Notification (or, if you have less than 26 weeks' employment with us at the date of Official Notification, within 30 weeks of starting employment).

## 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.

## You must also notify us of the date the child arrives in Great Britain within 28 days of that date.

## We may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.]

**Starting adoption leave**

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

## You must notify us of your Intended Start Date in accordance with paragraph 20.5 to paragraph 20.7. 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).

## 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.

## 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.

## 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. [Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.]

**Statutory Adoption Pay**

## 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 under paragraph 20.5 to paragraph 20.7.

## 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.

## 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.

## 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.

## 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**

## 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 company vehicle if applicable] shall continue;

### annual leave entitlement under your contract shall continue to accrue (see paragraph 20.25 to paragraph 20.27); and

### pension benefits shall continue (see paragraph 20.28 to paragraph 20.30).

**Annual leave**

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

## [Annual leave cannot usually be carried over from one holiday year to the next.] If the holiday year is due to end during your adoption leave, you should ensure that you have taken the full year's entitlement before starting your adoption leave.

## Our holiday year runs from [1 January to 31 December].

**Pensions**

## During OAL and any further period of paid adoption leave we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on adoption leave [provided that you continue to make contributions based on the adoption pay you are receiving]. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact [the Human Resources Department **AND/OR** the Pensions Administrator directly].

## [The period of OAL [and any further period of paid adoption leave] counts towards our final-salary pension scheme as pensionable service, provided you make the necessary minimum contributions based on the adoption pay you are receiving.]

## During unpaid AAL we shall [not] make any payments into a money purchase scheme [and the time shall not count as pensionable service under the final salary scheme]. You do not have to make any contributions but you may do so if you wish, or you may make up for missed contributions at a later date.

**Redundancies during adoption leave**

## In the event that your post is affected by a redundancy situation occurring during your adoption leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment. Employees on maternity and adoption leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

**Disrupted adoption**

## Adoption leave is disrupted if it has started but:

### 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.

## 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**

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

## 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 line manager or the Human Resources Department.

## [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). See paragraph 20.49.]

**Expected Return Date**

## Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date changes we shall write to you within 28 days of the start of adoption leave with a revised Expected Return Date.

## We will expect you back at work on your Expected Return Date unless you tell us otherwise (see paragraph 20.39 to paragraph 20.46). 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**

## 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.

## 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**

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

### request unpaid parental leave [in accordance with our Parental Leave Policy], giving us as much notice as possible but not less than [21 days]; or

### request paid annual leave in accordance with your contract, which will be at our discretion.

## If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply.

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

**Deciding not to return**

## If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of 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.

## 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**

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

## However, if you have taken any period of 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**

## 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. [The procedure for making and dealing with such requests is set out in our Flexible Working Policy.]

# Parental Leave Policy

## The law recognises and we respect that there will be occasions when working parents wish to take time off work to care for or spend time with their child or children.

## This policy reflects the statutory right of employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.

## No-one will be subjected to a detriment for taking or seeking to take parental leave in accordance with this policy.

## This policy does not apply to agency workers, consultants or self-employed contractors.

**Entitlement to parental leave**

## Employees who fulfil the criteria set out in paragraph 21.7 and paragraph 21.8 are entitled to take up to 18 weeks' parental leave in relation to each child for whom they are responsible. The rules on how and when parental leave can be taken are set out in paragraph 21.9 to paragraph 21.19.

## Any parental leave that employees take in relation to a child while working for another employer counts towards their 18-week entitlement. If you have taken parental leave in relation to a child during previous or concurrent employment, you should provide details to [your line manager **OR** the Human Resources Department].

## To take a period of parental leave in relation to a child, you must:

### have at least one year's continuous employment;

### have or expect to have responsibility for the child; and

### be taking the leave to spend time with or otherwise care for the child.

## You have responsibility for a child for the purposes of paragraph 21.6 if you:

### are the child's biological mother or father (whether or not you are living with the child);

### are the child's adoptive parent; or

### otherwise have legal parental responsibility for the child. For example, if you are the child's guardian.

**Timing of parental leave**

## You can only take parental leave:

### before the child's fifth birthday; or

### in the case of a child entitled to a disability living allowance, before the child's 18th birthday; or

### in the case of an adopted child, before the fifth anniversary of the date of placement or, if sooner, the child's 18th birthday.

## Unless the leave is to be taken in respect of a child entitled to a disability living allowance, you:

### can only take parental leave in blocks of a week's leave or a multiple of a week's leave; and

### are only entitled to take four weeks' parental leave each year in relation to each child. A year for this purpose begins on the date when you became entitled to take parental leave in relation to the child in question.

**Notification requirements**

## You must give [your line manager **OR** the Human Resources Department **OR** [POSITION]] notice of your intention to take parental leave. It would be helpful if you can give this notice in writing. The notice requirements are as follows:

### If you wish to take parental leave commencing immediately on the birth of a child, you must give notice of this intention at least 21 days before the start of the expected week of childbirth (EWC). The notice must specify the EWC and the duration of the period of leave required.

### If you wish to take parental leave commencing immediately on the adoption of a child, you should give notice of this intention at least 21 days before the start of the expected week of placement (EWP). If this is not possible, you must give as much notice as you can. The notice must specify the EWP and the duration of the period of leave required.

### In all other circumstances, you must give notice of your intention to take parental leave at least 21 days before you intend the leave to start. The notice must specify the dates on which the period of leave is to begin and end.

## If you wish to take a period of parental leave immediately after a period of ordinary paternity leave, it would be helpful if you could give [your line manager **OR** the Human Resources Department **OR** [POSITION]] notice of that intention at least 21 days before the start of the EWC (or EWP, if applicable). If this is not possible, you should give as much notice as you can. If you do not give notice at least seven days before your period of ordinary paternity leave starts, we might not allow you to take the period of parental leave requested. However, we shall consider each case on its merits.

**Evidential requirements**

## Before you take a period of parental leave under this policy, you must provide us with evidence of:

### your responsibility or expected responsibility for the child;

### the child's date of birth or date of adoption placement; and

### if applicable, the child's entitlement to a disability living allowance.

## For details of what evidence is required in your particular circumstances, or if you have difficulties obtaining the evidence, please contact [your line manager **OR** the Human Resources Department **OR** [POSITION]].

**Our right to postpone parental leave**

## Where you give notice in accordance with paragraph 21.11 of your intention to take parental leave on the birth or adoption of a child, we shall not postpone that leave.

## We shall not postpone parental leave if, in the case of an adopted or disabled child, the postponement would result in the leave being taken after the child's 18th birthday.

## However, in any other circumstances we might postpone a proposed period of parental leave for up to six months where the leave as planned would unduly disrupt our business. We might do so, for example, where:

### you wish to take parental leave during a peak period;

### a number of employees wish to take parental leave at the same time;

### your work is of importance to a time-critical project; or

### cover for your work cannot be found before the date on which your parental leave is due to start.

## If we decide to postpone your parental leave, we shall:

### consult with you about the date to which the leave might be postponed; and

### no more than seven days after you gave notice of your intention to take the leave, give you written notice stating the reason for the postponement and the new beginning and end dates of the leave which we will allow you to take.

## You will not lose your parental leave entitlement if, because of our postponement of such leave, the leave remains untaken on your child's fifth birthday (or on the fifth anniversary of the child's adoption placement, if applicable).

**Terms and conditions during parental leave**

## Parental leave under this policy is unpaid. Your contractual provisions relating to pay and benefits are suspended during parental leave.

## However, during parental leave you are entitled to benefit from any contractual terms you have in relation to being given notice, redundancy compensation and disciplinary and grievance procedures.

## During parental leave you will remain bound by your obligation of good faith towards us, as well as any contractual terms relating to the giving of notice, the disclosure of confidential information, the acceptance of gifts and benefits, and your freedom to participate in another business (for example, by working for a third party).

**Pensions**

## If you are a member of a defined benefit (final salary) pension scheme, a period of parental leave under this policy will count towards your pensionable service.

## If you are a member of a defined contribution (money purchase) pension scheme, we shall not make contributions during a period of unpaid parental leave.

**Returning to work**

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

## However, it might not be possible for us to allow you to return to the same job where your period of parental leave has been longer than four weeks, or has been combined with a period of additional maternity, paternity or adoption leave. In such circumstances, we will offer you a suitable and appropriate alternative position.

## We will deal with any requests by employees to change their working patterns (such as working part-time) after parental 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 our business. It is helpful if flexible working requests are made as early as possible.

**Abuse of this policy**

## Where an employee takes a period of parental leave under this policy for purposes other than spending time with or otherwise caring for their child, this will be dealt with as a disciplinary issue [under our Disciplinary Procedure].

# Time Off for Dependants Policy

## The law recognises and we respect that there will be occasions when you will need to take time off work to deal with unexpected events involving [one of your dependants **OR** someone close to you].

## This time off for dependants policy gives all [staff **OR** employees] the right to take a reasonable amount of [unpaid] time off work to deal with certain situations affecting their dependants. We are committed to a programme of action to make this policy effective and to bring it to the attention of all [staff **OR** employees].

## No-one who takes time off in accordance with this policy will be subjected to any detriment.

## [This policy does not apply to agency workers, consultants or self-employed contractors.]

**The right to reasonable [unpaid] time off**

## All [staff **OR** employees] have a right to take a reasonable amount of [unpaid] time off work when it is necessary to:

### provide assistance when a dependant falls ill, gives birth, is injured or assaulted;

### make longer-term care arrangements for a dependant who is ill or injured;

### take action required in consequence of the death of a dependant;

### deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant; and/or

### deal with an unexpected incident involving their child during school hours (or those of another educational establishment).

## A dependant for the purposes of this policy is:

### [an employee's **OR** your] spouse, civil partner, parent or child;

### a person who lives in the same household as [the employee **OR** you], but who is not [their **OR** your] tenant, lodger, boarder or employee; or

### anyone else who reasonably relies on [the employee **OR** you] to provide assistance, make arrangements or take action of the kind referred to in paragraph 22.5.

## [Staff **OR** Employees] are only entitled to take time off under this policy to provide personal care for a dependant where there is an immediate crisis. If you know well in advance that you wish to take time off to care for a dependant yourself, rather than arrange for someone else to do so, this policy will not apply. You should take advice from [your line manager **OR** the Human Resources Department] if you need to take time off work in these circumstances.

## For the right to time off under this policy to arise, it must be necessary for you to take action in relation to a dependant. Whether action is necessary will depend on the nature of the problem, the closeness of the relationship between you, and whether someone else is available to assist. Action is unlikely to be considered necessary if you knew in advance that a problem might arise but didn't make alternative arrangements for a dependant's care.

## Reasonable time off in relation to a particular problem will not normally be more than [one day **OR** two days]. However, we will always consider each set of circumstances on their facts.

**Exercising the right to time off**

## You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell [your line manager **OR** the Human Resources Department]:

### the reason for your absence; and

### how long you expect to be away from work.

## If you fail to notify us as required by paragraph 22.10, you may be subject to disciplinary proceedings [under our Disciplinary Procedure] for taking unauthorised time off.

## Where it is possible to do so in advance or when you return to work after taking time off under this policy, we might ask you to provide evidence for your reasons for taking the time off. Suspected abuse of this policy will be dealt with as a disciplinary issue [under our Disciplinary Procedure].

# Compassionate Leave

## Compassionate leave is designed to help [a member of staff **OR** an employee] where they need to deal with necessary arrangements for or assist a close relative who is seriously or critically ill.

**Entitlement**

## [Staff **OR** Employees] are entitled to take [paid] compassionate leave of up to [NUMBER] days in any 12-month period in respect of a spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law.

## We may exercise our discretion to grant [paid] compassionate leave in respect of any other relative or close friend, depending on the circumstances of each case.

## [A member of staff **OR** An employee] who is unable to return to work following a period of compassionate leave should contact [their line manager **OR** the Human Resources Department]. It may be appropriate to take a period of annual leave or unpaid leave in those circumstances.

**Requesting compassionate leave**

## We recognise that it may not always be possible to request compassionate leave in advance. However, where it is possible, you should make a request to [your line manager **OR** [POSITION]]. You should tell them the reasons for your request and the number of days leave you would like to take.

## Where it is not possible to request leave in advance you should contact [your line manager **OR** [POSITION]] as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. [Someone can do this on your behalf if necessary.]

## [In exceptional circumstances we may have to refuse a request for compassionate leave. If so [your line manager **OR** [POSITION]] will give you a written explanation for the refusal. If you are dissatisfied with this decision you may [appeal to [POSITION] in writing **OR** make a complaint under our Grievance Procedure] within [NUMBER] days of receipt of the written reasons for refusal.]

# Bereavement Leave

## Bereavement leave is designed to help [a member of staff **OR** an employee] cope with the death of a close relative, to deal with necessary arrangements and attend their funeral.

**Entitlement**

## [Staff **OR** Employees] are entitled to take [paid] bereavement leave of up to [NUMBER] days in the event of the death of a spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law.

## We may exercise our discretion to grant [paid] bereavement leave in the event of the death of any other relative or close friend, depending on the circumstances of each case.

## [A member of staff **OR** An employee] who is unable to return to work following a period of bereavement leave should contact [their line manager **OR** the Human Resources Department]. It may be appropriate to take a period of sickness absence, annual leave or unpaid leave in those circumstances.

**Requesting bereavement leave**

## We recognise that it may not always be possible to request bereavement leave in advance. However, where it is possible, you should make a request to [your line manager **OR** [POSITION]]. You should tell them the reasons for your request and the number of days leave you would like to take.

## Where it is not possible to request leave in advance you should contact [your line manager **OR** [POSITION]] as soon as possible to tell them the reason for your absence and the number of days you will be absent. [Someone can do this on your behalf if necessary.]

## [In exceptional circumstances we may have to refuse a request for bereavement leave. If so [your line manager **OR** [POSITION]] will give you a written explanation for the refusal. If you are dissatisfied with this decision you may [appeal to [POSITION] in writing **OR** make a complaint under our Grievance Procedure] within [NUMBER] days of receipt of the written reasons for the refusal.]

# Flexible Working Policy

## We are committed to providing equality of opportunity in employment and to developing work practices and policies that support work-life balance. We recognise that, in addition to helping balance work and personal lives, flexible working can raise staff morale, reduce absenteeism and improve our use and retention of staff.

## This Flexible Working Policy gives eligible employees an opportunity to formally request a change to their working pattern and all employees an opportunity to do so informally. Managers are encouraged to facilitate requests unless they cannot be accommodated for business or operational reasons.

## No-one who makes a request for flexible working will be subjected to any detriment or lose any career development opportunities as a result.

**Scope and purpose of the policy**

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

## Employees with at least 26 weeks' continuous service have a statutory right to request flexible working. That right is recognised by the formal right to request procedure in this policy. The criteria for deciding who is eligible to follow the formal procedure is set out between paragraph 25.10 and paragraph 25.11.

## Employees who do not meet the eligibility criteria for the formal procedure, but who want to make either permanent or temporary changes to their working arrangements, may make an informal request under the procedure set out between paragraph 25.36 and paragraph 25.38 to [their line manager **OR** [POSITION]], who will consider the request according to our business and operational requirements.

## Employees whose requests for flexible working are accepted under the formal procedure will have permanent changes made to their contracts of employment to reflect their new working arrangements. If they do not want changes to be permanent, they can follow the informal procedure instead.

## Any employee interested in flexible working is advised to request an informal meeting with [their line manager **OR** [POSITION]] to discuss their eligibility, the different options and the effect of their proposed work pattern on colleagues and service delivery before submitting a formal or informal request.

**Forms of flexible working**

## Flexible working can incorporate a number of changes to working arrangements:

### reduction or variation of working hours;

### reduction of the number of days worked each week; and/or

### working from a different location (for example, from home).

Such changes may involve starting a job share; working a set number of hours a year, rather than a week (annualised hours); working from home (whether for all or part of the week); working only during term-time (part-year working); working compressed hours; working flexi-time. [INCLUDE DETAILS OF EMPLOYER'S CORE OFFICE HOURS IF APPROPRIATE.]

**Eligibility for the formal right to request procedure**

## Requests under the formal procedure set out between paragraph 25.12 and paragraph 25.33 of this policy can only be made by employees who meet the criteria set out below.

## To be eligible to make a request under the formal procedure, you must:

### be an employee;

### have worked for us continuously for 26 weeks at the date your request is made; and

### not have made a formal request to work flexibly during the last 12 months (each 12-month period runs from the date when the most recent application was made).

**Making a formal flexible working request**

## You will need to submit a written application if you would like your flexible working request to be considered under the formal procedure.

## Your written and dated application should be submitted to [your line manager **OR** [POSITION]] and, in order to meet the requirements of the formal procedure and to help [your line manager **OR** [POSITION]] consider your request, should:

### provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want your desired working pattern to start;

### address the effect the changes to your working pattern will have on the work that you do, that of your colleagues and on service delivery. If you have any suggestions about dealing with any potentially negative effects, please include these in your written application;

### provide information to confirm that you meet the eligibility criteria set out in paragraph 25.10 to paragraph 25.11 of this policy;

### state whether you have made a previous formal request for flexible working and, if so, when; and

### ideally be submitted at least two months before you wish the changes you are requesting to take effect.

## [Your line manager **OR** [POSITION]] might be able to agree your proposal without the need for a meeting (which is the next stage of the formal procedure). If that is the case, [your line manager **OR** [POSITION]] will write to you, confirming the decision and explaining the permanent changes that will be made to your contract of employment.

## If your proposal cannot be accommodated, discussion between you and [your line manager **OR** [POSITION]] may result in an alternative working pattern that can assist you.

**Formal procedure: meeting**

## Where necessary, [your line manager **OR** [POSITION]] will arrange to meet with you as soon as possible. The meeting will also be attended by [HUMAN RESOURCES REPRESENTATIVE; ANY OTHER ATTENDEE]. You may bring a colleague (who may be a trade union representative) to the meeting as a companion if you wish. Your companion will be entitled to speak during the meeting and confer privately with you, but may not answer questions on your behalf.

## In most cases, the meeting will be held at your usual place of work. However, we will ensure that the meeting is held at a time and place that is convenient to you.

## The meeting will be used to consider the working arrangements you have requested. You will be able to discuss what impact your proposed working arrangements will have on your work and that of your colleagues [and of your [team **OR** department]]. If the arrangements you have requested cannot be accommodated, discussion at the meeting also provides an opportunity to explore possible alternative working arrangements.

## [Your line manager **OR** [POSITION]] may suggest starting new working arrangements under an initial trial period to ensure that they meet your needs and those of your [team **OR** department].

**Formal procedure: decision**

## Following the meeting, [your line manager **OR** [POSITION]] will notify you of the decision in writing as soon as possible.

## If your request is accepted, or where we propose an alternative to the arrangements you requested, [your line manager **OR** [POSITION]] will write to you with details of the new working arrangements, details of any trial period, an explanation of changes to your contract of employment and the date on which they will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment. There may also be some additional practical matters, such as arrangements for handing over work, that [your line manager **OR** [POSITION]] will discuss with you.

## You should be aware that changes to your terms of employment will be permanent and that you will not be able to make another formal request until 12 months after the date of your original application.

## If [your line manager **OR** [POSITION]] needs more time to make a decision, they will ask for your agreement to delay the decision. A request for an extension is likely to benefit you. For example, [your line manager **OR** [POSITION]] may need more time to investigate how your request can be accommodated or to consult several members of staff.

## There will be circumstances where, due to business and operational requirements, we are unable to agree to a request. In these circumstances, [your line manager **OR** [POSITION]] will write to you:

### giving the business reason(s) for turning down your application;

### explaining why the business reasons apply in your case; and

### setting out the appeal procedure.

## The eight business reasons for which we may reject your request are:

### the burden of additional costs;

### detrimental effect on ability to meet customer demand;

### inability to reorganise work among existing staff;

### inability to recruit additional staff;

### detrimental impact on quality;

### detrimental impact on performance;

### insufficiency of work during the periods that you propose to work; and

### planned changes.

**Formal procedure: appeal**

## If your request is rejected, you have the right to appeal.

## Your appeal must:

### be in writing and dated;

### set out the grounds on which you are appealing; and

### be sent to the [Human Resources Department **OR** [POSITION]] within 14 days of the date on which you received the written rejection of your request.

## [The Human Resources Department **OR** [POSITION]] will arrange for a meeting to take placeas soon as possible. The meeting will be held at a convenient time for all those attending and, as at the meeting that considered your request, you may be accompanied by a colleague.

## An Appeal Panel will be selected, specifically for the appeal, from our [SENIOR MANAGEMENT TEAM].

## You will be informed in writing of the Appeal Panel's decision after the appeal meeting.

## If your appeal is upheld, you will be advised of your new working arrangements, details of any trial period, an explanation of changes to your contract of employment and the date on which they will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment. There may also be some additional practical matters, such as arrangements for handing over work, that [your line manager **OR** [POSITION]] will discuss with you.

## You should be aware that changes to your terms of employment will be permanent and you will not be able to make another formal request until 12 months after the date of your original application.

## If your appeal is rejected, the written decision will give the business reason(s) for the decision and explain why the reason(s) apply in your case. You will not be able to make another formal request until 12 months after the date of your original application.

**Breaches of the formal procedure**

## There will be exceptional occasions when it is not possible to complete a stage of the procedure within the expected time limits. Where an extension of time is agreed with you, [your line manager **OR** [POSITION]] will write to you confirming the extension and the date on which it will end.

## If you withdraw a formal request for flexible working, you will not be eligible to make another formal request for 12 months from the date of your original request. In certain circumstances, a request made under the formal procedure will be treated as withdrawn. This will occur if:

### you fail to attend two meetings under the formal procedure without reasonable cause; or

### you unreasonably refuse to provide information we require to consider your request.

In such circumstances, [your line manager **OR** [POSITION]] will write to you confirming that the request has been treated as withdrawn.

**Making an informal flexible working request**

## Employees who wish to make an informal request for flexible working may make a request to [their line manager **OR** [POSITION]], who will consider it according to our business and operational requirements.

## It will help [your line manager **OR** [POSITION]] to consider your request if you:

### make your request in writing and confirm whether you wish any change to your current working pattern to be temporary or permanent;

### provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want your desired working pattern to start;

### think about what effect the changes to your working pattern will have on the work that you do and on your colleagues, as well as on our service delivery [and that of your [team **OR** department]]. If you have any suggestions about dealing with any potentially negative effects, please include these in your written application. [Your line manager **OR** [POSITION]] can consider whether they are workable.

## [Your line manager **OR** [POSITION]] will advise you what steps will be taken to consider your request, which may include inviting you to attend a meeting, before advising you of the outcome of your request.

# Homeworking Policy

## We support homeworking in appropriate circumstances either occasionally (to respond to specific circumstances or to complete particular tasks) and in some cases on a regular (full or part-time basis). In addition, occasional or permanent homeworking can, in certain circumstances, be a means of accommodating a disability and can be requested as a means of flexible working [under our Flexible Working Policy].

## However, when considering homeworking the needs of our business will always take priority and those who are allowed to work from home must comply with this policy.

**Homeworking arrangements**

## There are a number of circumstances in which the ability to work from home on an occasional or temporary basis may assist [a member of staff **OR** an employee]:

### when a [child or elderly relative **OR** dependant] becomes unwell or arrangements for their care break down at short notice;

### when, despite being fit to work, travelling to the office is difficult (for example, due to recovery from an injury such as a broken leg);

### when public transport has been disrupted, for example by the weather or by a strike, and affects their travel arrangements; or

### when a quiet, uninterrupted work environment will assist in dealing with a backlog of administrative tasks or in writing reports to a deadline.

## In these circumstances working at home can be authorised by your [line manager **OR** supervisor] where, in their opinion:

### you have work that can be undertaken at home; and

### working at home is cost-effective and any increase in work that may be passed to your colleagues as a result is kept to a minimum.

## Your [line manager **OR** supervisor] will, where necessary, liaise with [the Human Resources Department **OR** [POSITION]] to confirm arrangements.

## You may want to vary your working arrangements so that, either permanently or for a fixed period, you work from home for all or part of your working week. Any request to work from home must meet the needs of our business as well as your needs.

**Applying for homeworking**

## After successful completion of their probationary period, any [member of staff **OR** employee] can make an application for homeworking which will be considered on its merits. However, not all [staff **OR** employees] and not all jobs are suitable for homeworking.

## A request for homeworking is unlikely to be approved, on either an occasional or permanent basis if:

### you need to be present in the office to perform your job (for example, because it involves a high degree of personal interaction with colleagues or third parties or involves equipment that is only available in the office);

### your most recent [annual appraisal **OR** review] identifies any aspect of your performance as unsatisfactory;

### your [line manager **OR** supervisor] has advised you that your current standard of work or work production is unsatisfactory;

### you have an unexpired warning, whether relating to conduct or performance; or

### you need supervision to deliver an acceptable quality and/or quantity of work.

## If you wish to apply to work from home you will need to be able to show that you can:

### work independently, motivate yourself and use your own initiative;

### manage your workload effectively and complete work to set deadlines;

### identify and resolve any new pressures created by working at home; and

### adapt to new working practices including maintaining contact with your [line manager **OR** supervisor] and colleagues at work.

## To be considered for homeworking you must submit a written application to [your line manager **OR** the Human Resources Department]. Your application must state:

### why you consider your job to be suitable for homeworking and how you meet the criteria for homeworking set out in paragraph 26.9;

### whether you wish to work from home on a permanent basis or for a fixed period. In either case you should state the date from which you wish the arrangements to start and, if you wish to work from home for a fixed period, the date on which you want the arrangements to finish. You should try to give us as much notice as possible and, in any event, make your application at least [NUMBER] weeks before your proposed start date so that your request can be considered;

### whether you wish to work from home for all or part of your working week and, if only part, which days you propose to work from home;

### how you would organise your work from home including how you would ensure the security of documents and information, where appropriate;

### the extent to which you could be available to come to work on days you are proposing to work from home if needed, for example to cover if colleagues are off sick, to cope with high or unexpected levels of work or to attend meetings or training days;

### if different from your current hours of work, the hours of work that you propose apply when you are working at home; and

### how you envisage maintaining contact with your [line manager **OR** supervisor], how your work will be set and progress monitored.

## It may assist your application for homeworking if you first discuss your proposal with your [line manager **OR** supervisor] informally. This may identify potential problems with your application, such as a need to be in the [office **OR** workplace] on occasions you had not considered, which your application can then address.

## In considering your application [your line manager **OR** the Human Resources Department] may invite you to a meeting to discuss your proposals.

## We may also ask for you to agree to a home visit by [the Principal Health and Safety Officer **OR** [POSITION]] in order to carry out a risk assessment.

## We will try to respond to your request within [NUMBER] weeks of your request.

## If your request is refused we will give you written reasons for the refusal. If you are not happy with the decision you may appeal [to [POSITION] **OR** by using our Grievance Procedure].

## If your application is accepted the agreed arrangements will be recorded in writing [and will be subject to a trial period [of [TIME] **OR** the length of which will be agreed with you] which will be used to assess whether your homeworking arrangements will work as anticipated].

## Any terms on which it is agreed that you may work from home will include the following:

### We reserve the right to terminate the homeworking arrangements, subject to reasonable notice.

### You will be subject to the same performance measures, processes and objectives that would apply if you worked [in the office **OR** at our premises].

### If you receive an unsatisfactory grade in [an appraisal **OR** a review] or are subject to a [verbal or written] warning for any reason your homeworking arrangements will be terminated immediately and you will be expected to return to work [in the office **OR** at our premises].

### Your [line manager **OR** supervisor] will remain responsible for supervising you, will regularly review your homeworking arrangements and take steps to address any perceived problems. They will also inform you of meetings or training sessions that you must be able to attend [in the office **OR** at our premises] and ensure that you are kept up to date with circulars and information relevant to your work.

### Working at or from home may affect your home and contents insurance policy. You must make any necessary arrangements with your insurers before commencing homeworking[, ensure that you have public liability cover for [at least] [AMOUNT] and provide us with a copy of your current insurance policy].

**Working at home: equipment**

## [We will provide [any] equipment that [we consider] you reasonably require to work from home which will remain our property. We will make all necessary arrangements for and bear the cost of installing and removing equipment from your home. Where equipment is provided you must:

### use it only for the purposes for which we have provided it;

### take reasonable care of it and use it only in accordance with any operating instructions and our policies and procedures; and

### make it available for collection by us or on our behalf when requested to do so.]

## [It is your responsibility to ensure that you have sufficient and appropriate equipment for working from home. We are not responsible for the provision, maintenance, replacement, or repair in the event of loss or damage to any personal equipment used by you when working for us.]

## [We are not responsible for associated costs of you working from home including the costs of heating, lighting, electricity or telephone calls.]

## All equipment and information must be kept securely. In particular, private and confidential material must be kept secure at all times. [Your line manager **OR** Your supervisor **OR** The Principal Health and Safety Officer] must be satisfied that all reasonable precautions are being taken to maintain confidentiality of material in accordance with our requirements.

**Working at home: health and safety**

## Staff working at home on a regular basis have the same health and safety duties as other staff. They must take reasonable care of their own health and safety and that of anyone else who might be affected by their actions and omissions [and must attend the usual office health and safety courses, by reading [MANUALS] and undertaking to use equipment safely].

## We retain the right to check home working areas for health and safety purposes. The need for such inspections will depend on whether work is undertaken at or from home and the nature of the work undertaken.

## Staff working at home must not have meetings in their home with customers and must not give customers their home address or telephone number.

## Staff must ensure that their working patterns and levels of work both over time and during shorter periods are not detrimental to their health and wellbeing.

## Staff must use their knowledge, experience and any training to identify and report any health and safety concerns to [their line manager **OR** their supervisor **OR** the Principal Health and Safety Officer].

## [Staff working at or from home are covered by our accident insurance policy. Any accidents must be reported immediately [in accordance with our Health and Safety Policy].]

# Career Break Policy

## We recognise that there are times when staff may want or need to take a period of time away from work. We are committed to long-term career development and to retaining staff wherever possible and so permit staff to apply for unpaid leave for a specified period of time, of [between [NUMBER] months and [NUMBER] years **OR** up to [NUMBER] [months **OR** years]] (a career break).

## A career break can provide staff with an opportunity for personal development (such as extended periods of travel, voluntary service overseas or to pursue further education) or to fulfil personal or domestic commitments. However, a career break may not be the most appropriate means of dealing with your needs and, where this is the case, a more appropriate alternative may be suggested to you.

## Each request will be considered on its own merits [although a career break will not be allowed for the purpose of taking up alternative employment or starting a personal business venture].

## [In order to take a career break you will have to resign from employment. We will attempt to return you to the job in which you were employed before your career break although this cannot be guaranteed. If it is not possible we will attempt to offer you a [similar job **OR** job in the same department] to that in which you worked before your break.]

**Eligibility to apply for a career break**

## This policy applies to all [staff **OR** employees] [with at least [NUMBER] years' continuous service]. [[Staff **OR** Employees] with less service may be considered on an exceptional basis.]

## In addition, to be considered for a career break, you must:

### Have a good record of performance [in your last two annual appraisals]; and

### Where required, be prepared to keep in touch with [your department **OR** the Human Resources Department] and undertake any work or training on up to [NUMBER] days per year (pro-rated where appropriate) in order to maintain familiarity with your work and developments within our business.

**Applying for a career break**

## If you are eligible you may apply to [your line manager **OR** [POSITION] **OR** the Human Resources Department] if you wish to take a career break under this policy.

## A written application for a career break should be submitted to [your line manager **OR** [POSITION] **OR** the Human Resources Department] at least three months before the anticipated start date. [In exceptional circumstances we may waive this time limit.] Your application should set out:

### the reason for your proposed career break;

### the dates between which you wish to take your career break;

### whether you have previously taken any career breaks and, if so, the dates between which you have taken them;

### the benefits to our business, if any, of your proposed career break; and

### how you consider your work can be covered in your absence.

## Consideration will then be given to your request and arrangements made for alternative cover of your duties.

## It would be helpful if, before submitting a written application, you could discuss your request informally with [your line manager **OR** [POSITION] **OR** the Human Resources Department] to outline the reason for your request, the proposed length of your absence and consider how your workload might be managed while you are away.

**Approving a request for a career break**

## Your request for a career break will be considered by [your line manager **OR** [POSITION]] in conjunction with [POSITIONS OR DEPARTMENTS] in the circumstances existing at that time taking account of the demands of our business and our ability to cover your absence.

## There is no guarantee that an application for a career break will be accepted. You should not commit yourself to plans before your application for a career break has been agreed.

## When considering your application the following are examples of the factors that will be taken into account:

### The purpose of, or reasons for, the career break.

### The period of absence requested.

### The number and length of any previous career breaks taken.

### The operational needs of our business and your [team **OR** department].

### The need to retain your skills, knowledge and experience.

### The potential to be able to cover your post on a temporary basis.

### The potential benefits of the proposed career break.

## We will try to respond to your request in writing within [NUMBER] days of receipt of your written application.

## Where it is considered that it might be helpful a meeting will be held to discuss your request.

## [In certain circumstances, [we **OR** your line manager **OR** [POSITION]] may agree to your request for a career break subject to your agreement to be available to cover for holidays, sickness absence or to assist during peak work loads.] [In addition,] [You will be expected to be available for up to [NUMBER] keeping-in-touch days each year, pro-rated if your career break is for less than a year, to attend courses, meetings, training or be updated on workplace developments unless this is impracticable due to the nature of the career break you have taken.]

## [Where possible, you will be given [at least] [TIME] notice of any requirement to attend [work **AND/OR** any keeping-in-touch days] during your career break. These will be paid at the rate of pay applicable before the start of your career break and any period of work during a career break will count towards your service-related benefits.]

## [You will not be obliged to do any work or attend any events during a career break and will not be penalised for declining to do so; nor is [your line manager **OR** [POSITION]] obliged to offer you work while you are on a career break. Any arrangements for working during the career break must be agreed with [your line manager **OR** [POSITION]] including the work to be done and arrangements for payment. Work could include any activity done under the contract of employment, but may also include training or other events.]

## If your request for a career break is refused [we will explain the reasons for doing so **OR** [your line manager **OR** [POSITION]] will discuss the reasons for doing so] with you. If you remain unhappy with the decision you may appeal [in writing to [POSITION] within [NUMBER] days of our refusal of your application **OR** by raising a grievance under our Grievance Procedure].

## If we are prepared to accept your request we will provide written confirmation of the start and return dates for your career break and advice on the changes to your terms of employment. You will be asked to sign and return a copy of the letter to accept the changes to your terms of employment and until this is received your career break will not have been agreed.

**Length of a career break**

## Career breaks can be granted for [between [a minimum of] [LENGTH OF TIME] and [a maximum of] [LENGTH OF TIME] **OR** up to [NUMBER] [months **OR** years]].

## [[A member of staff **OR** An employee] may [not] take more than one career break while working for us [provided that [there has been a gap of at least [TIME] since returning from their last career break] [and **OR** unless] the total time taken by way of career breaks does not exceed [TIME]]. [A fresh application must be made under this policy for each career break requested.]]

**During a career break**

## You will share in the responsibility for keeping in touch with us [and with your department] during your career break. [We **OR** Your line manager **OR** Your department] will keep you up to date with changes in policy, personnel, developments and news [and publications] [by sending updates to you [on a regular basis]]. [You should make arrangements to be kept up to date with developments with [your line manager **OR** [POSITION] **OR** the Human Resources Department].] [You are expected to maintain any professional links and to keep up to date with any significant developments in your area of work.]

## You must tell [your line manager **OR** [POSITION] **OR** the Human Resources Department] about any change of address or other contact or personal details during your career break.

## In the event that during your absence the role from which you are taking a career break is affected by reorganisation, restructuring or redundancy every effort will be made to consult with you as appropriate.

**Returning from a career break**

## We are committed, as far as is reasonably practicable, to offering [staff **OR** employees] returning from a career break [the opportunity to return to the post they held before their career break **OR** priority consideration for any post with the same type of work at the same grade and undertaking as they carried out before their career break].

## When approving your request for a career break we will agree when you will need to contact us before your return date to confirm arrangements. In order to make arrangements for your return this is likely to be [TIME] before your return date.

## Consideration will be given to a request to return earlier than an agreed date [although it may not be possible to accommodate such a request].

## If you are prevented from returning to work on your return date due to ill-health, you must contact [POSITION] as soon as possible in accordance with our Sickness Absence Policy.

## If you are unable to return to work in accordance with previously agreed arrangements for any reason other than ill-health you must immediately contact [your line manager **OR** [POSITION]]. [In exceptional cases, consideration might be given to extending the period of your career break, providing that your overall period of absence does not exceed [AMOUNT OF TIME].]

## If you wish to terminate your employment while on a career break, unless the amount of notice required from you to do so has been varied by agreement with us, you will be required to give notice in accordance with the terms of your contract.

## [On your return [your line manager **OR** [POSITION]] will organise for you to attend a re-induction process. This will include training on any new systems or procedures that have been introduced during your absence and briefing on any changes that have taken place that will affect you.]

# Time Off for Training Policy

## We are committed to developing the skills of our employees and recognise that training can benefit us and our staff. Staff should receive training appropriate to their role, subject to business need, operational and budgetary considerations.

## Managers are responsible for identifying and monitoring staff training and development needs on an ongoing basis. Employees who wish to undertake any form of training relevant to their role should raise the matter informally with their managers [or [POSITION]] in the first instance.

## We recognise that employees may still have a wish to further develop their skills. Eligible employees have a statutory right [under section 63D of the Employment Rights Act 1996] to request time off work for study or training. The purpose of this policy is to provide a framework within which we can consider those requests.

## No-one who requests time off under this policy will be subjected to any detriment or lose any career opportunities as a result.

**Who is covered by this policy?**

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

## [Some employees aged 18 or under are subject to special laws on education and training, and may not be covered by this policy, depending on their age and qualifications. Further information about training for young employees is available from [POSITION].

**OR**

The following are also not covered:

### employees of compulsory school age;

### employees aged 16 to 17 who do not have five C-grade GCSEs (or equivalent) and who may have the statutory right to reasonable paid time off for study or training under the Right to Time Off for Study or Training Regulations 2001;

### employees aged 16 to 17 who do not have at least two A-levels (or equivalent) and who are required by the Education Act 2008 to undertake a minimum level of education or accredited training; and

### employees aged 18 who are still completing a course started under paragraph 28.6(b) or paragraph 28.6(c) above.

Further information about training for young employees is available from [POSITION].]

**Personnel responsible for this policy**

## [[Our board of directors (the board) **OR** [COMMITTEE] **OR** [POSITION]] has overall responsibility for the effectiveness of this policy and for ensuring compliance with the relevant statutory framework. [Day-to-day responsibility including ongoing review of this policy has been delegated to [RELEVANT POSITION], and any questions about the content or application of this policy should be addressed to them.]]

## [All managers have a responsibility to lead by example and to promote our aims and objectives with regard to training. [To facilitate this process, managers will be given appropriate training and are encouraged to seek advice from [the Human Resources Department **OR** [DEPARTMENT]] on any issues raised under this policy.]]

**When can staff request time off to train?**

## To be eligible to make a formal request under this policy, you must:

### be an employee;

### have worked for us continuously for 26 weeks at the date your request is made;

### have made no previous formal requests under this policy in the last 12 months.

## We will ignore the fact that a request was made less than 12 months ago in the following circumstances:

### if we agreed to the earlier request but the training was cancelled or you were unable to start it because of unforeseen circumstances that were not your fault; or

### if you withdrew the earlier request because it was not valid.

**What type of training is covered?**

## Any type of study or training can be requested under this policy. It does not matter how or where it takes place. For example, it could be:

### training provided in the workplace;

### a one-day training course provided by an external training provider;

### a part-time college course;

### an online training module (e-learning);

### a distance learning course.

## The study or training does not need to lead to a formal qualification. The only limitation is that it must be for the purpose of:

### improving your effectiveness at work; and

### improving the performance of our business.

**Making a formal time off to train request**

## To make a formal request under this policy you should submit it in writing to [your line manager **OR** [POSITION]]. Please include the following information:

### [a statement that the request is made under this policy [or under section 63D of the Employment Rights Act 1996];]

### the date of the request;

### the subject matter of the study or training;

### where and when it would take place;

### who would provide or supervise it;

### what qualification (if any) it would lead to;

### how you think the study or training would improve your effectiveness at work;

### how you think the study or training would improve the performance of the business; and

### if you have made any previous application under this policy, the date of that application and how it was made (for example, whether it was by e-mail or letter and who you sent it to).

## If we agree to your request without the need for a meeting, we will tell you in writing and include the information in paragraph 28.22.

## We will treat your request as withdrawn if:

### you tell us you are withdrawing the request;

### you fail to attend two meetings under this policy without reasonable cause; or

### you unreasonably refuse to provide information we need to consider your request.

In those cases [your line manager **OR** [POSITION]] will write to confirm that your request has been treated as withdrawn. You will not normally be able to make another formal request for 12 months from the date of your original request (see paragraph 28.9 and paragraph 28.10).

**Meeting**

## [Your line manager **OR** [POSITION]] will arrange to hold a meeting with you at a mutually convenient time and place, usually within 28 days of receiving your formal request (unless paragraph 28.17 applies or we agree a longer time limit under paragraph 28.34). The meeting may also be attended by [HUMAN RESOURCES REPRESENTATIVE **AND/OR** ANY OTHER ATTENDEE].

## If the person who would ordinarily hold the meeting is on annual leave or sick leave at the time of your request, the meeting will be held within 28 days of their return or within 8 weeks of your request, whichever is sooner. If necessary you should contact [the Human Resources Department **OR** [POSITION]] who will appoint someone else to hold the meeting.

## The meeting will be used to discuss your request and, if appropriate, explore any alternatives.

## You may bring a colleague to the meeting as a companion if you wish. Your companion may speak during the meeting and confer privately with you, but should not answer questions on your behalf.

## If your chosen companion is unable to attend at the time set for the meeting, you should contact [POSITION] and we will try to rearrange the meeting. If the meeting cannot be rearranged within seven days of the original date, we may suggest that you bring a different companion or come alone.

## We will tell you our decision in writing within 14 days of the meeting unless we agree a longer time limit (see paragraph 28.34).

**If we agree to your request**

## Where we agree to all or part of your request we will give you a written and dated notice containing the following information:

### which part of your request is agreed;

### if any part is not agreed, the information in paragraph 28.26;

### the subject of the agreed study or training;

### where and when it will take place;

### who will provide or supervise it;

### what qualification (if any) it will lead to;

### any changes to your working hours in order to accommodate the agreed study or training;

### whether you will be paid for carrying out the study or training;

### how any tuition fees or other direct costs of the agreed study or training will be met.

## In some cases we may suggest changes to your request. For example, we may suggest a different course of study or training, or we may suggest an alternative time or place. These may be discussed at the meeting or may require discussion afterwards. The written notice of our decision will set out any changes that you have agreed to. We will ask you to sign and return a copy of the notice to show your agreement.

## We do not have to pay you while you are taking time off for study or training requested under this policy, unless this is necessary in order to comply with minimum wage legislation. However, in some cases we may agree to pay you for some or all of the time off.

## We do not have to pay the costs of study or training requested under this policy (including any associated costs such as travel expenses). However, in some cases we may agree to meet some or all of those costs.

**If we reject all or part of your request**

## Where we reject all or part of your request, we will give you a written and dated notice containing the following information:

### which part of your request is rejected;

### if any part is agreed, the information in paragraph 28.22 above;

### which of the grounds for rejection set out below applies and why; and

### the appeal procedure.

## We may reject your request for any of the following reasons:

### that the proposed study or training would not in our view improve your effectiveness at work and the performance of the business;

### the burden of additional costs;

### detrimental effect on ability to meet customer demand;

### inability to reorganise work among existing staff;

### inability to recruit additional staff;

### detrimental impact on quality;

### detrimental impact on performance;

### insufficiency of work during the periods that you propose to work;

### planned structural changes; or

### any other reasons that the Government sets out in future regulations.

**Appeal**

## You may appeal if we reject all or part of your request. Your appeal must:

### be in writing and dated;

### set out the grounds on which you are appealing; and

### be sent to the [Human Resources Department **OR** [POSITION]] no more than 14 days after you receive the written notice of our decision.

## We may decide to uphold your appeal in full without a meeting. In all other cases, [the Human Resources Department **OR** [POSITION]] will arrange for an appeal meeting to take place within 14 days of receiving your appeal, unless we agree a longer time limit (see paragraph 28.34). The meeting will be held at a convenient time for all those attending and you may bring a colleague as a companion.

## The appeal meeting will be held by [[POSITION] **OR** an Appeal Panel selected from our [SENIOR MANAGEMENT TEAM]]. [[Your manager **AND/OR** a member of the Human Resources Department] may also be present.]

## We will tell you the outcome of the appeal in writing within 14 days of the meeting, unless we agree a longer time limit (see paragraph 28.34). That decision will be final and you will not be able to make another formal request until 12 months after the date of your original request.

## If we uphold your appeal, we will give you the information set out in paragraph 28.22 above.

## If we reject your appeal, we will explain our reasons to you in writing.

**If we need more time**

## There may be exceptional occasions when it is not possible to adhere to the time limits in this policy. For example, we may need to delay holding a meeting or notifying you of the decision. [Your manager **OR** [POSITION]] will ask for your agreement to extend the time limit, and will confirm in writing any agreement reached. In many cases this will be in your interests as it will enable the appropriate person to consider your request properly.

**Changes to agreed study or training arrangements**

## You must tell us in writing immediately if:

### you do not start the agreed study or training for any reason (for example, if it is cancelled);

### you do not complete the agreed study or training; or

### you undertake (or wish to undertake) a different course of study or training.

## You should also tell us immediately if you become aware of any changes to agreed study or training, including changes to the timing or content of the course.

# Time Off for Public Duties

## We wish to enable [staff **OR** employees] to perform any public duties that they may be committed to undertake and so will give them time off to do so where it does not conflict with the operational needs of our business. [We are not obliged to grant [staff **OR** employees] paid leave for these purposes. The circumstances in which we are prepared to do so are set out below.]

**Jury service**

## You should tell [your line manager **OR** your supervisor **OR** the Human Resources Department] as soon as you are summoned for jury service and provide a copy of your summons if requested.

## Depending on the demands of our business we may request that you apply to be excused from or defer your jury service.

## Employers are not required to pay [staff **OR** employees] while they are absent on jury service. You will be advised at court of the expenses and loss of earnings that you can claim. We pay [basic pay to] [staff **OR** employees] who are doing jury service [less any amounts you can claim from the court for lost earnings] for up to [NUMBER] working days. Payment for time off beyond [NUMBER] working days may be paid at our discretion.

**Voluntary public service**

## Employees are entitled to a reasonable amount of unpaid time off work to carry out certain public duties.

## Public service duties include service as a:

### Tribunal member.

### Magistrate.

### Local councillor.

### Member of an NHS Trust.

### Prison visitor.

### Lay visitor to police stations.

### School governor.

## If you are unsure whether a public service that you perform is covered by this policy you should speak to [the Human Resources Department **OR** [POSITION]].

## As soon as you are aware that you will require time off for performance of a public service you should notify [your line manager **OR** [POSITION] **OR** the Human Resources Department] in writing, providing full details of the time off that is being requested and the reasons for your request. In order that arrangements can be made to cover your duties in your absence you should make your request in good time.

## We will agree to requests for time off to undertake public duties wherever reasonably possible [having regard to the criteria set out in this policy]. If it is not possible to accept a request you will be given written reasons for our decision.

## [All [staff **OR** employees] may be granted up to [NUMBER] days paid leave in [any 12-month period **OR** calendar year] to perform voluntary public service duties. Any additional leave will be granted on an unpaid basis subject to the exercise of our discretion to grant further paid leave.]

## Each request for time off will be considered on its merits, in the circumstances in which it is made including:

### Whether the activity is reasonable in relation to your employment.

### How much time off is reasonably required for the duty in question.

### How much time off you have already taken for the public duty in question.

### How your absence will affect our business.

**Reserve forces duties**

## We are aware that [staff **OR** employees] who are members of the Reserve Forces (the Territorial Army, Royal Navy Reserve, Royal Marines Reserve or Royal Auxiliary Air Force) may be called-up at any time to be used on full-time operations and will be expected to attend regular training.

## We are under no obligation to offer leave (either paid or unpaid) for reservist [staff **OR** employees] to undertake training and expect existing holiday entitlement to used to meet reservist commitments. [In exceptional circumstances we may grant additional leave (either paid or unpaid) in order for these commitments to be met.]

## If we receive notice that you have been called-up we may apply to an adjudication officer for the notice to be deferred or revoked if your absence would cause serious harm to our business (which could not be prevented by the grant of financial assistance).

## Once your military service has ended you may submit a written application for reinstatement to your employment. This should be made by the third Monday following the end of your military service and you should notify us of the date on which you will be available to restart work.

## If it is not reasonable and practicable to reinstate you into your former employment we will offer you the most favourable occupation on the most favourable terms and conditions which are reasonable and practicable.

# Adverse Weather and Travel Disruption Policy

## This policy applies where it becomes impossible or dangerous for employees to travel in to work because of:

### extreme adverse weather such as heavy snow;

### industrial action affecting transport networks; or

### major incidents affecting travel or public safety.

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

**Travelling to work**

## You should make a genuine effort to report for work at your normal time. This may include leaving extra time for the journey and/or taking an alternative route. Travel on foot or by bicycle should be considered where appropriate and safe.

## If you are unable to attend work on time or at all, you should telephone your line manager or [NAME] before your normal start time on each affected day.

## If you are unable to attend work, you should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police, transport providers or the internet. If conditions improve sufficiently, you should report this to your line manager or [NAME] and attend work unless told otherwise.

## If you do not make reasonable efforts to attend work or fail to contact your manager or [NAME] without good reason, you may be subject to disciplinary proceedings for misconduct. We will consider all the circumstances including the distance you have to travel, local conditions in your area, the status of roads and/or public transport, and the efforts made by other employees in similar circumstances.

**Alternative working arrangements**

## You may be required to work from home, where possible, or from an alternative place of work, if available. Your line manager or [NAME] will advise you of any such requirement. You will receive your normal pay in these circumstances.

## If you are able to work, you may sometimes be expected to carry out additional or varied duties during such periods. However, you will not be required to do anything you cannot do competently or safely.

**Late starts and early finishes**

## If you arrive at work late or ask to leave early, you will usually be expected to make up any lost time. Your line manager has the discretion to waive this requirement in minor cases, or (in the case of lateness) where they are satisfied you have made a genuine attempt to arrive on time.

## Your line manager has the discretion to allow you to leave early and should have regard to the needs of the business and your personal circumstances.

## Where half the normal working day or more is lost this will be treated as absence and dealt with as set out below.

**Absence and pay**

## If you are absent from work due to extreme weather or other disruptions to travel, you are not generally entitled to be paid for the time lost.

## [However, as a gesture of good will, we will treat up to three days of absence caused by disruption in any annual leave year as special paid leave. You will only be eligible where your line manager or [NAME] is satisfied that you have made a genuine effort and could not reasonably be expected to attend work or work at home.]

## Absence [in all other cases] can be treated in a variety of ways. You should discuss your preference with your line manager, who retains overall discretion in the matter. A number of options are set out below:

### Treating the absence as annual leave. [If not enough annual leave entitlement remains, you may choose to borrow up to two days from the next leave year.]

### [Treating the absence as flexitime or time off in lieu.]

### Making up the lost hours within a reasonable time.

### Treating the absence as special unpaid leave.

## If, in exceptional circumstances, we decide to close the workplace, you will be paid as if you had worked your normal hours.

**School closures and other childcare issues**

## Adverse weather sometimes leads to school or nursery closures or the unavailability of a nanny or childminder.

## In case such as these where childcare arrangements have been disrupted, you may have a statutory right to reasonable time off without pay. [For further information, see our Time Off for Dependants Policy].

# Health and Safety Policy

## We are committed to ensuring the health and safety of our staff [and customers **OR** and clients **AND/OR** and anyone affected by our business activities] and to providing a safe environment for all those attending our premises [through regular assessments of risks in the workplace].

## In particular we are committed to maintaining safe and healthy working conditions through control of the health and safety risks arising from our work activities [, provision and maintenance of safe plant and equipment] [, ensuring the safe handling and use of substances] [, consulting with our staff and providing appropriate information, instruction, training and supervision] [and] [taking steps to prevent accidents and cases of work-related ill health].

**What is covered by this policy?**

## In accordance with our health and safety duties, we are responsible for:

### Assessing risks to health and safety and identifying ways to overcome them.

### Providing and maintaining a healthy and safe place to work and a safe means of entering and leaving our premises, including emergency procedures for use when needed.

### Providing information, instruction, training and supervision in safe working methods and procedures as well as working areas and equipment that are safe and without risks to health.

### Ensuring that equipment has all necessary safety devices installed, that equipment is properly maintained and that appropriate protective clothing is provided.

### Promoting co-operation between members of staff to ensure safe and healthy conditions and systems of work by discussion and effective joint consultation [and the establishment of a safety committee, safety representatives and accident investigations where applicable].

### Regularly monitoring and reviewing the management of health and safety at work, making any necessary changes and bringing those to the attention of all staff.

## The [board **OR** Chief Executive] has overall responsibility for health and safety and the operation of this policy. The [board **OR** Chief Executive] has nominated [POSITION] as the Principal Health and Safety Officer with day-to-day responsibility for health and safety matters.

## All staff must also recognise that everyone shares responsibility for achieving healthy and safe working conditions. You must consider the health and safety implications of your acts and/or omissions and take reasonable care for your health and safety and that of others.

## Any health and safety concerns should be reported to the Principal Health and Safety Officer.

**Standards of workplace behaviour**

## You must co-operate with the Principal Health and Safety Officer, supervisors and managers on health and safety matters and comply with any health and safety instructions.

## You must take reasonable care of your own health and safety and that of others by observing safety rules applicable to you and following instructions for the use of equipment (including safety equipment and protective clothing).

## Any health and safety concern, however trivial it might seem, including any potential risk, hazard or malfunction of equipment, must be reported to the Principal Health and Safety Officer [or your line manager].

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

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

**Information and consultation**

## We are committed to providing information, instruction and supervision on health and safety matters for all staff as well as consulting with them regarding arrangements for health and safety management.

**Equipment**

## All staff must use equipment in accordance with operating instructions, instructions given by [managers **OR** supervisors] [and any relevant training]. Any fault with, damage to or concern about any equipment or its use must immediately be reported to [the Principal Health and Safety Officer **OR** [POSITION]].

## Employees must ensure that health and safety equipment is not interfered with and that any damage is immediately reported.

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

**Accidents and first aid**

## Any accident at work involving personal injury should be reported to the Principal Health and Safety Officer [so that details can be recorded in the Accident Book]. All staff must cooperate with any resulting investigation.

## Details of first aid facilities and trained first aiders are [displayed on the notice board[s] **OR** available from [the Principal Health and Safety Officer **OR** [POSITION] **OR** [DEPARTMENT]]]. [First aiders are also noted in the telephone directory. [When an accident or illness occurs dial [NUMBER] and ask for the duty first aider. Give your name, location and brief details of the problem.]]

## If you suffer an accident at work you (or someone on your behalf) must report that fact to the Principal Health and Safety Officer [or your manager] as soon as possible. All accidents should be reported, however trivial. The accident will be recorded in our Accident Book [which is kept in the Human Resources Department].

**National health alerts**

## In the event of an epidemic or pandemic alert we will organise our business operations and provide advice on steps to be taken by staff, in accordance with official guidance, to reduce the risk of infection at work as far as possible. Any questions should be referred to [your line manager **OR** the Human Resources Department **OR** the Occupational Health Department].

## It is important for the health and safety of all our staff that you comply with instructions issued in these circumstances. Failure to do so will be dealt with under our Disciplinary Procedure.

**Emergency evacuation and fire precautions**

## You should familiarise yourself with the instructions about what to do in the event of fire which are [displayed on notice boards **OR** on the intranet **OR** available from [the Principal Health and Safety Officer **OR** [POSITION] **OR** [DEPARTMENT]]]. You should also know where the fire extinguishers are, ensure that you are aware of your nearest fire exit and alternative ways of leaving the building in an emergency.

## Fire wardens are responsible for the effective evacuation of designated areas. In the event of a suspected fire or fire alarm you must follow their instructions.

## Regular fire drills will be held to ensure that our fire procedures are effective and to ensure you are familiar with them. These drills are important and must be taken seriously.

## You should notify the Principal Health and Safety Officer [or your manager] as soon as possible if there is anything (for example, impaired mobility) that might impede your evacuation in the event of a fire. [A personal evacuation plan will be drawn up and brought to the attention of the fire warden responsible for overseeing your evacuation and colleagues working in your vicinity.]

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

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

**Risk assessments, DSE and manual handling**

## General workplace risk assessments are carried out when required or as reasonably requested by members of staff or management. Managers are responsible for ensuring that any necessary risk assessments are undertaken and that recommended changes to the workplace and working practices are implemented.

## If you use a computer for prolonged periods of time you can request a workstation assessment by contacting the Principal Health and Safety Officer [or your line manager]. [Information on the use of display screen equipment can also be obtained from [the Principal Health and Safety Officer **OR** [DEPARTMENT]].]

## [Information on the regulation of manual handling can be obtained from [the Principal Health and Safety Officer **OR** [DEPARTMENT]].]

# No-smoking Policy

## We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all workers, service users, customers and visitors from exposure to smoke.

* 1. All of our workplaces (including our vehicles) are smoke-free and all staff and visitors have a right to a smoke-free environment.
  2. [Whilst the use of e-cigarettes, personal vaporizers and electronic nicotine delivery systems (referred to in this policy as e-cigarettes) currently falls outside the scope of smoke-free legislation, the long-term health effects of these devices is unknown. The vapour from e-cigarettes may be a source of irritation for some employees and may represent a health risk through passive consumption (as with passive smoking). Our customers and visitors may also confuse e-cigarettes with normal cigarettes and, if e-cigarettes are used on our premises, form the impression that the Company does not comply with the smoke-free legislation. As they are battery-operated, e-cigarettes may also pose a safety risk. The Company has therefore decided that the use of e-cigarettes will be covered by this policy, as set out below.
  3. This no-smoking policy [has been devised on the basis of advice from professional bodies [as well as in consultation with [EMPLOYER'S UNION] and/or [EMPLOYEE REPRESENTATIVES OR WORKS COUNCILS]] and] complies with the Health Act 2006 and associated regulations. We are committed to a programme of action to make this policy effective and to bring it to the attention of all staff.

**Scope and implementation of the policy**

* 1. Smoking is banned [in any enclosed or substantially enclosed premises within **OR** at] our workplace. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars, herbal cigarettes and e-cigarettes.
  2. No-smoking signs are displayed at the entrances to [enclosed or substantially enclosed premises at] our workplace.
  3. Staff may only smoke outside in designated areas during breaks. When smoking outside, staff should ensure that they dispose of cigarette butts and other litter [in the receptacles provided **OR** appropriately].
  4. Staff using our vehicles, whether as a driver or passenger, must ensure the vehicles remain smoke-free. Any of our vehicles that are used primarily for private purposes are excluded from the smoking ban. Any questions concerning these provisions should be directed to [POSITION].
  5. We are committed to making this policy effective and to promoting a healthy working environment. Workers who experience particular difficulty complying with this policy should discuss their situation with their line manager [or [POSITION]].

**Breaches of the policy**

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

# Stress Policy

## We are committed to protecting your health, safety and well-being and that of all those who work for us. We will endeavour to maintain a working environment in which everyone treats one another with dignity and respect and is able to co-operate with and trust their colleagues.

## We recognise that, whatever its source, stress is a health and safety issue in the workplace. We acknowledge the importance of a supportive environment and working culture and of identifying and reducing workplace stressors.

## We are committed to a programme of action to make this policy effective and to bring it to everyone's attention. However, this policy can only be effective if everyone co-operates to achieve its aims.

**What is stress?**

## Stress is the adverse reaction experienced in response to excessive pressures or demands. Stress is not an illness but, sustained over a period of time, it can lead to mental and/or physical illness.

## There is an important distinction between working under pressure and experiencing stress. Certain levels of pressure are acceptable and normal in every job. They can improve performance, enable individuals to meet their full potential and provide a sense of achievement and job satisfaction. However, when pressure becomes excessive it produces stress.

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

## We recognise that what triggers stress and the capacity to deal with stress varies from person to person. Individuals react to similar situations in different ways.

**Legal obligations**

## We have a legal duty to take reasonable care to ensure that your health is not put at risk by excessive pressures or demands arising from the way work is organised.

## This policy takes account of our obligations under the Health and Safety at Work etc Act 1974, Management of Health and Safety at Work Regulations 1999, Employment Rights Act 1996, Protection from Harassment Act 1997, Working Time Regulations 1998 and Equality Act 2010.

**Scope and purpose of the policy**

## We are committed to identifying, tackling and preventing the causes of work-related stress and to providing appropriate support and consideration to staff suffering from stress, on a confidential basis where appropriate.

## We are committed to:

### Promoting a culture of open communication, participation and encouragement. Through training, effective planning and allocation of workloads and ensuring feedback is provided on performance, we want staff to develop their skills and confidence and to feel able to raise any concerns they have about their work or working environment.

### Using staff development, staff support systems and policies reflecting current good practice to help staff understand and recognise the causes of stress and to address work-related stress and the impact of external stressors at work.

### Providing a workplace free from harassment, bullying and victimisation.

### Addressing violence, aggression and other forms of inappropriate behaviour through disciplinary action.

### Ensuring risk assessments include or specifically address workplace stress.

### Maintaining an appraisal process to ensure the suitability of workloads, supported by a capability procedure.

### Facilitating requests for flexible working where reasonably practicable [in accordance with our flexible working policy].

### Following comprehensive change management procedures.

### Providing support [services, such as occupational health,] for staff affected by or absent by reason of stress.

**Personnel responsible for implementation of the policy**

## Recognition of stress as a genuine problem requires management support and action. Those working at management and supervisory level have a specific responsibility to:

### Participate in the culture of open communication and encouragement, ensure that staff they manage receive training, effectively plan and allocate workloads and provide feedback on performance.

### Monitor workloads and reallocate work where necessary.

### Ensure that staff they manage understand the standards of behaviour expected of them and others and act on behaviour that falls below those standards.

## To facilitate this process, managers and supervisors [will be given training on best practice and] are encouraged to seek advice [from the [DEPARTMENT]] on how to recognise stress in the staff they manage.

## However, all members of staff are responsible for the success of this policy and must ensure that they:

### Familiarise themselves with the policy and act in accordance with its aims and objectives.

### Plan and organise their work to meet personal and organisational objectives.

### Speak to their manager if they experience or are aware of a situation that may lead to a stress problem.

### Co-operate with support, advice and guidance they may be offered by [their line manager **AND/OR** the Human Resources Department].

## [POSITION] will have responsibility for informing all staff of this policy and their role in its implementation. [All new staff will be given a copy of the policy during their induction.] [Further copies are available from [[POSITION] **AND/OR** the Human Resources Department].]

**Sources of support**

## We have measures in place to assist staff who may be suffering from stress:

### [[Training **AND/OR** Workshops] on stress management. We run various [training courses **AND/OR** workshops] from time to time to assist staff and managers in recognising and coping with stress.]

### [A confidential helpline manned by independent advisers with access to specialist counsellors. The helpline provides help with physical, mental and social issues and is available Monday to Friday, 10am to 10pm. The helpline number is [NUMBER].]

### [Health and lifestyle screening. This is a voluntary screening service, which helps advise employees on their general health including stress. Details are available from [the Occupational Health Department **OR** [DEPARTMENT]].]

### [Stress advice clinics. These are run by trained advisers and are designed to help provide support and information regarding stress and its management. Referral to a clinic is made through [the Occupational Health Department **OR** [DEPARTMENT]].]

## Managers should work with [[DEPARTMENT] **AND/OR** the Occupational Health Department] to provide support to staff suffering from stress.

**Resolving cases of stress at work**

## If you believe you are suffering from stress you should discuss this with your manager or supervisor in the first instance. If you feel unable to do so you should [contact [DEPARTMENT] **AND/OR** access the support services referred to in paragraph 33.16(b)].

## Once an issue affecting your health comes to the attention of your manager, supervisor or [DEPARTMENT **OR** POSITION] steps will be taken to address that issue. Those steps may include any of the following:

### A workload review, reallocation of work, monitoring of future workload or possible redeployment. Our Capability Procedure may be applied.

### Where appropriate, investigation under our Disciplinary and/or Grievance Procedures.

### Referral for [medical advice **AND/OR** a medical report] to be provided by [the Occupational Health Department **OR** our medical advisers **AND/OR** the GP (and any medical specialist) treating the member of staff concerned].

### If you are on sickness absence, discussion of an appropriate return to work programme. Our Sickness Absence Policy may be applied.

## [[The Occupational Health Department **AND/OR** Counselling services] will continue to be used appropriately to help staff overcome problems associated with work-related stress as well as other stress and the impact that has on their ability to do their duties.]

**Absence due to stress**

## If you are absent due to stress you should follow the sickness absence reporting procedure contained in [your contract **AND/OR** our Sickness Absence Policy].

## [Our [Sickness Absence Policy **AND/OR** Capability Procedure] will apply.]

**Confidentiality**

## Confidentiality is an important part of this policy. Every member of staff is responsible for observing the high level of confidentiality that is required, whether they are suffering from stress, supporting a colleague who is suffering from stress or because they are otherwise involved in the operation of a policy or procedure dealing with stress.

## Breach of confidentiality may give rise to disciplinary action.

## However, there are occasions when matters reported by a member of staff suffering from stress may have to be put to third parties. For example, where duties need to be reallocated within a team or where, as the result of reported bullying or misconduct, a disciplinary investigation and/or proceedings take place. If this is the case, matters will be discussed with the member of staff concerned before any action is taken.

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

## Staff who report that they are suffering from stress, who support a colleague in making such a report or who participate in any investigation connected with this policy in good faith will be protected from any form of intimidation or victimisation.

## Any member of staff who considers that they have been subjected to any such intimidation or victimisation should seek support from [their line manager **AND/OR** [DEPARTMENT]]. They may alternatively or additionally raise a complaint in accordance with our Grievance Procedure.

## Any member of staff who is, after investigation, found to have acted in bad faith or to have provided false information will be subject to action under our Disciplinary Procedure.

# Substance Misuse Policy

## We are committed to providing a safe, healthy and productive working environment for all our staff, customers and visitors. This includes ensuring that all staff are fit to carry out their jobs safely and effectively in a working environment which is free from alcohol and drug misuse.

## All staff are expected to arrive at work fit to carry out their jobs and to be able to perform their duties safely without any limitations due to the use or after effects of alcohol or drugs (whether prescribed, over the counter or illegal).

## This policy applies to all employees within the Company. For the purposes of this policy the term ‘drug’ includes:

## substances covered by the Misuse of Drugs Act 1971 (referred to as ‘controlled drugs’);

## prescribed and over-the-counter drugs;

## solvents and any other similar substances; and

## ‘legal highs’, psychoactive drugs and new psychoactive substances (even where these may not be banned under the Misuse of Drugs Act 1971).

## In addition to the Company’s employees, this policy shall be observed by all agency staff, contractors, consultants and any other individual working for, at or on behalf of, the Company.

## Misuse of alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making and increased health and safety risks, not only for the individual but also for others. Irresponsible behaviour or the commission of offences resulting from the misuse of alcohol or drugs may damage our reputation and, as a result, our business.

## [We recognise that some of our staff may become dependant on alcohol or drugs. We also recognise that such dependencies can be successfully treated. **AND/OR** We wish to promote a culture which understands [and is sympathetic to] the problems associated with alcohol and drug misuse in which staff with dependency problems are encouraged to seek help and are supported. **OR** We will not accept staff arriving at work under the influence of alcohol or drugs, and/or whose ability to work is impaired in any way by reason of the consumption of alcohol or drugs, or who consume alcohol or take drugs (other than prescription or over the counter medication, as directed) on our premises.]

## **Scope and purpose of the policy**

## This policy is principally intended to deal with alcohol and drug problems which, in the context of this policy are any drinking or taking of drugs, whether intermittent or continual, which interferes with work performance in relation to attendance, efficiency, productivity or safety. [You will be deemed to be under the influence of alcohol or drugs where that is the reasonable opinion of a manager [or supervisor].]

## This policy is not intended to apply to "one-off" incidents or offences caused by alcohol or drug misuse at or outside work where there is no evidence of an ongoing problem, which may damage our reputation, and which are likely to be dealt with under our disciplinary policy.

## The purpose of this policy is to increase awareness of the effects of alcohol and drug misuse and its likely symptoms and to ensure that:

## All staff are aware of their responsibilities regarding alcohol and drug misuse and related problems.

## [Staff who have an alcohol or drug related problem are encouraged to seek help, in confidence, at an early stage.]

## [Staff who have an alcohol or drug related problem affecting their work are dealt with sympathetically, fairly and consistently.]

## **Personnel responsible for implementation of the policy**

## Managers [and supervisors] have an important role to play in identifying problems at work that are being caused or contributed to by alcohol or drug misuse.

## Where a manager [or supervisor] considers that a deterioration in work performance and/or changes in patterns of behaviour may be due to alcohol or drug misuse they should seek advice and assistance from [the Occupational Health Department **OR** [DEPARTMENT] **OR** [POSITION]].

## When a member of staff arrives at work and a manager [or supervisor] reasonably believes that they are under the influence of alcohol or drugs, they shall immediately contact [the Human Resources Department **OR** [DEPARTMENT] **OR** [POSITION]] in order that [the member of staff can be [taken to the first aid room **OR** provided with assistance] and] an investigation can be undertaken.

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

## If you believe that you have an alcohol or drug-related problem you should seek specialist advice and support as soon as possible. [Our Occupational Health Department can assist you and will, where possible, do so in confidence.]

## [Managers [and supervisors] will, depending on the level of responsibility and the knowledge and skills considered necessary for implementing this policy, be given training in:

## The nature of alcohol and drug problems, their possible causes and effects.

## The impact of alcohol and drug misuse on workplace safety and performance.

## The assistance that can be provided by [our Occupational Health Department **AND/OR** outside agencies].]

## **Alcohol and drugs at work**

## [You should not drink alcohol or take drugs (other than prescription or over the counter medication, as directed) during the normal working day, at lunchtime, at other official breaks and at official work-based meetings and events. Drinking alcohol or taking drugs (other than prescription or over the counter medication, as directed) while at work without authorisation or working under the influence of alcohol or drugs (other than prescription or over the counter medication, as directed) may be considered serious misconduct.

## **OR**

## We expect you to demonstrate responsible behaviour at work, work-related functions and work-related social events and to act in a way that will not have a detrimental effect on our reputation. If you entertain clients or represent us at external events where alcohol is served, you are considered to be "at work" regardless of whether you do so outside normal working hours. Consequently, we will expect you to remain professional and fit for work at all times.

## Managers should act to prevent excessive consumption of alcohol by any member of staff and should take steps to deal with any unacceptable conduct that occurs at such functions. Any such behaviour may lead to disciplinary action.]

## We expect all our staff to comply with the drink-driving legislation and drug legislation at all times. Our reputation will be damaged if you are convicted of a drink-driving or drug-driving offence and, if your job requires you to drive and you lose your licence, you may be unable to continue to do your job. Committing a drink-driving or drug-driving offence outside or during working hours or while working for us may lead to disciplinary action and could result in dismissal in accordance with our Disciplinary Procedure.

## If you are prescribed medication you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified or you should be temporarily reassigned to a different role. If so you must tell [your line manager **OR** the Human Resources Department] without delay.

## **Searches**

## We reserve the right to conduct searches for alcohol or drugs, including, but not limited to, searches of [lockers, filing cabinets and desks, packages sent to our address [ADD ANY FURTHER ITEMS] [which are on our premises]].

## Any alcohol or drugs found as a result of a search will be confiscated and disciplinary action may result.

## **Drug screening**

## [[All candidates for [IDENTIFY POSITIONS] **AND/OR** internal appointment and promotion] **AND/OR** staff subject to annual medicals **AND/OR** in cases where there is reasonable cause to suspect that an individual's performance is impaired as the result of drug misuse] will be asked to participate in a drug screening programme.

## **OR**

## We will operate a rolling programme of random drug testing.]

## Drug screening will be conducted by an external provider [(to avoid compromising the confidential and supportive nature of our Occupational Health Department)]. Arrangements will be discussed with affected members of staff at the start of each screening programme.

## **Management of suspected substance misuse**

## If your manager [or supervisor] has reason to believe that you are suffering the effects of alcohol or drugs misuse, for example, due to a deterioration in your work or behaviour, they will invite you to an investigatory interview. The purpose of the interview is to:

## discuss the reason for the investigation and seek your views on, for example, the deterioration of your work performance and/or behaviour; and

## where appropriate, to offer to refer you to [the Occupational Health Department **OR** [DEPARTMENT]] for medical and/or specialist advice.

## If, as the result of the interview, your manager [or supervisor] continues to believe that you are suffering the effects of alcohol or drugs misuse and you refuse an offer of referral to [the Occupational Health Department **OR** [DEPARTMENT]] the matter may be dealt with under our Disciplinary Procedure.

## If you agree to be referred to [the Occupational Health Department **OR** [DEPARTMENT]] your manager will request an urgent appointment and prepare a letter of referral, a copy of which will be provided to you.

## [The Occupational Health Department **OR** [DEPARTMENT]] may ask for your consent to approach your GP for advice. A report will be sent to your manager who will then reassess the reasons for their investigatory meeting with you and decide on the way forward.

## **Providing support**

## Alcohol and drug related problems may develop for a variety of reasons and over a considerable period of time. We are committed, in so far as possible, to treating these problems in a similar way to other health issues. Support will be provided where possible with a view to supporting a full recovery, allowing a return to work and the full range of your duties. This may include:

## referral through [the Occupational Health Department **OR** [DEPARTMENT]] to appropriate treatment providers, where necessary in conjunction with your GP.

## time off work to attend treatment as recommended by [the Occupational Health Department **OR** [DEPARTMENT] **OR** your GP or specialist] [and recognition of any periods of absence for treatment as periods of sickness absence].

## adjusting your duties or other support [as recommended by [the Occupational Health Department **OR** [DEPARTMENT] **OR** your GP or specialist]] during treatment and for an agreed period thereafter, subject to operational requirements and feasibility.

## If you do not finish a programme of treatment (either because the treatment provider ceases to support you or because you stop attending) or your recovery and return to work does not happen as anticipated at the outset of a course of treatment, [your manager **OR** your supervisor **OR** the Human Resources Department] will meet with you to decide what further action should be taken.

## **Confidentiality**

## We aim to ensure that the confidentiality of any member of staff experiencing alcohol or drug-related problems is maintained appropriately by [the Human Resources Department **AND/OR** the Occupational Health Department,] managers, supervisors and, where it is necessary to inform them, colleagues. However, it needs to be recognised that, in supporting staff, some degree of information sharing is likely to be necessary.

## If you seek help with an alcohol or drug-related problem directly from [the Occupational Health Department **OR** [DEPARTMENT]] without the knowledge of your manager the matter will be treated confidentially unless, in the opinion of [the Occupational Health Department **OR** [DEPARTMENT]] maintaining confidentiality could put you, your colleagues or anyone else at risk. In those circumstances [the Occupational Health Department **OR** [DEPARTMENT]] will encourage you to inform your manager and give you sufficient time to do so before sending them a written report advising of any potential risks. You will be given a copy of this report when it is sent to your manager [or supervisor].

## **Performance and disciplinary issues**

## If, having acknowledged an alcohol or drug related problem, you undertake treatment and/or rehabilitation, any related performance or disciplinary action may be suspended pending the outcome of the treatment.

## Our intention is to support all staff with alcohol or drug related problems to regain good health. Depending on the progress made on the course of treatment, any disciplinary action may be suspended for a specified period, discontinued or continued.

# Data Protection policy for employees, workers and consultants

## Overview

### The Company takes the security and privacy of your data seriously. We need to gather and use information or ‘data’ about you as part of our business and to manage our relationship with you. We intend to comply with our legal obligations under the **Data Protection Act 2018** (the ‘2018 Act’) and the **EU General Data Protection Regulation** (‘GDPR’) in respect of data privacy and security. We have a duty to notify you of the information contained in this policy.

### This policy applies to current and former employees, workers, volunteers, apprentices and consultants. If you fall into one of these categories then you are a ‘data subject’ for the purposes of this policy. You should read this policy alongside your contract of employment (or contract for services) and any other notice we issue to you from time to time in relation to your data.

### [The Company has separate policies and privacy notices in place in respect of job applicants, customers, suppliers and other categories of data subject. A copy of these can be obtained from [insert].]

### The Company has measures in place to protect the security of your data in accordance with our Data Security Policy. A copy of this can be obtained from [insert name].

### The company will hold data in accordance with our Data Retention Policy. A copy of this can be obtained from [insert name]. We will only hold data for as long as necessary for the purposes for which we collected it.

### The Company is a ‘**data controller**’ for the purposes of your personal data. This means that we determine the purpose and means of the processing of your personal data.

### This policy explains how the Company will hold and process your information. It explains your rights as a data subject. It also explains your obligations when obtaining, handling, processing or storing personal data in the course of working for, or on behalf of, the Company.

### This policy does not form part of your contract of employment (or contract for services if relevant) and can be amended by the Company at any time. It is intended that this policy is fully compliant with the 2018 Act and the GDPR. If any conflict arises between those laws and this policy, the Company intends to comply with the 2018 Act and the GDPR.

### **Data Protection Principles**

## Personal data must be processed in accordance with six ‘**Data Protection Principles**.’ It must:

* + - be processed fairly, lawfully and transparently;
    - be collected and processed only for specified, explicit and legitimate purposes;
    - be adequate, relevant and limited to what is necessary for the purposes for which it is processed;
    - be accurate and kept up to date. Any inaccurate data must be deleted or rectified without delay;
    - not be kept for longer than is necessary for the purposes for which it is processed; and
    - be processed securely.

We are accountable for these principles and must be able to show that we are compliant.

**How we define personal data**

## ‘**Personal data**’ means information which relates to a living person who can be **identified** from that data (a ‘**data subject**’) on its own, or when taken together with other information which is likely to come into our possession. It includes any expression of opinion about the person and an indication of the intentions of us or others, in respect of that person. It does not include anonymised data.

## This policy applies to all personal data whether it is stored electronically, on paper or on other materials.

## This personal data might be provided to us by you, or someone else (such as a former employer, your doctor, or a credit reference agency), or it could be created by us. It could be provided or created during the recruitment process or during the course of the contract of employment (or services) or after its termination. It could be created by your manager or other colleagues.

## We will collect and use the following types of personal data about you:

* + - recruitment information such as your application form and CV, references, qualifications and membership of any professional bodies and details of any pre-employment assessments;
    - your contact details and date of birth;
    - the contact details for your emergency contacts;
    - your gender;
    - your marital status and family details;
    - information about your contract of employment (or services) including start and end dates of employment, role and location, working hours, details of promotion, salary (including details of previous remuneration), pension, benefits and holiday entitlement;
    - your bank details and information in relation to your tax status including your national insurance number;
    - your identification documents including passport and driving licence and information in relation to your immigration status and right to work for us;
    - information relating to disciplinary or grievance investigations and proceedings involving you (whether or not you were the main subject of those proceedings);
    - information relating to your performance and behaviour at work;
    - training records;
    - electronic information in relation to your use of IT systems/swipe cards/telephone systems;
    - your images (whether captured on CCTV, by photograph or video);
    - [ADD ANY OTHER TYPES OF PERSONAL DATA WHICH YOU HOLD FOR EMPLOYEES/WORKERS/CONSULTANTS]; and
    - any other category of personal data which we may notify you of from time to time.

**How we define special categories of personal data**

## ‘**Special categories of personal data**’ are types of personal data consisting of information as to:

* + - your racial or ethnic origin;
    - your political opinions;
    - your religious or philosophical beliefs;
    - your trade union membership;
    - your genetic or biometric data;
    - your health;
    - your sex life and sexual orientation; and
    - any criminal convictions and offences.

## We may hold and use any of these special categories of your personal data in accordance with the law.

**How we define processing**

## **‘Processing’** means any operation which is performed on personal data such as:

* + - collection, recording, organisation, structuring or storage;
    - adaption or alteration;
    - retrieval, consultation or use;
    - disclosure by transmission, dissemination or otherwise making available;
    - alignment or combination; and
    - restriction, destruction or erasure.

This includes processing personal data which forms part of a filing system and any automated processing.

**How will we process your personal data?**

## The Company will process your personal data (including special categories of personal data) in accordance with our obligations under the 2018 Act.

## We will use your personal data for:

* + - performing the contract of employment (or services) between us;
    - complying with any legal obligation; or
    - if it is necessary for our legitimate interests (or for the legitimate interests of someone else). However, we can only do this if your interests and rights do not override ours (or theirs). You have the right to challenge our legitimate interests and request that we stop this processing. See details of your rights in section 12 below.

## We can process your personal data for these purposes without your knowledge or consent. We will not use your personal data for an unrelated purpose without telling you about it and the legal basis that we intend to rely on for processing it.

## If you choose not to provide us with certain personal data you should be aware that we may not be able to carry out certain parts of the contract between us. For example, if you do not provide us with your bank account details we may not be able to pay you. It might also stop us from complying with certain legal obligations and duties which we have such as to pay the right amount of tax to HMRC or to make reasonable adjustments in relation to any disability you may suffer from.

**Examples of when we might process your personal data**

## We have to process your personal data in various situations during your recruitment, employment (or engagement) and even following termination of your employment (or engagement).

## For example (and see section 7.6 below for the meaning of the asterisks):

* + - to decide whether to employ (or engage) you;
    - to decide how much to pay you, and the other terms of your contract with us;
    - to check you have the legal right to work for us;
    - to carry out the contract between us including where relevant, its termination;
    - training you and reviewing your performance\*;
    - to decide whether to promote you;
    - to decide whether and how to manage your performance, absence or conduct\*;
    - to carry out a disciplinary or grievance investigation or procedure in relation to you or someone else;
    - to determine whether we need to make reasonable adjustments to your workplace or role because of your disability\*;
    - to monitor diversity and equal opportunities\*;
    - to monitor and protect the security (including network security) of the Company, of you, our other staff, customers and others;
    - to monitor and protect the health and safety of you, our other staff, customers and third parties\*;
    - to pay you and provide pension and other benefits in accordance with the contract between us\*;
    - paying tax and national insurance;
    - to provide a reference upon request from another employer;
    - to pay trade union subscriptions\*;
    - monitoring compliance by you, us and others with our policies and our contractual obligations\*;
    - to comply with employment law, immigration law, health and safety law, tax law and other laws which affect us\*;
    - to answer questions from insurers in respect of any insurance policies which relate to you\*;
    - running our business and planning for the future;
    - the prevention and detection of fraud or other criminal offences;
    - to defend the Company in respect of any investigation or litigation and to comply with any court or tribunal orders for disclosure\*;
    - [INSERT ANY OTHER TIMES WHEN YOU MAY PROCESS PERSONAL DATA]; and
    - for any other reason which we may notify you of from time to time.

## We will only process special categories of your personal data (see above) in certain situations in accordance with the law. For example, we can do so if we have your explicit consent. If we asked for your consent to process a special category of personal data then we would explain the reasons for our request. You do not need to consent and can withdraw consent later if you choose by contacting [insert].

## We do not need your consent to process special categories of your personal data when we are processing it for the following purposes, which we may do:

* + - where it is necessary for carrying out rights and obligations under employment law;
    - where it is necessary to protect your vital interests or those of another person where you/they are physically or legally incapable of giving consent;
    - where you have made the data public;
    - where processing is necessary for the establishment, exercise or defence of legal claims; and
    - where processing is necessary for the purposes of occupational medicine or for the assessment of your working capacity.
    - [PUBLIC SECTOR EMPLOYERS MAY WISH TO ADD ADDITIONAL RELEVANT CATEGORIES CONTAINED IN CLAUSE 9 OF 2018 ACT]

## [IF EMPLOYER INTENDS TO PROCESS INFORMATION ABOUT CRIMINAL CONVICTIONS THIS SHOULD BE EXPLAINED, ALONG WITH THE REASONS FOR IT IN ACCORDANCE.]

## We might process special categories of your personal data for the purposes in paragraph 7.2 above which have an asterisk beside them. In particular, we will use information in relation to:

* + - your race, ethnic origin, religion, sexual orientation or gender to monitor equal opportunities;
    - your sickness absence, health and medical conditions to monitor your absence, assess your fitness for work, to pay you benefits, to comply with our legal obligations under employment law including to make reasonable adjustments and to look after your health and safety; and
    - your trade union membership to pay any subscriptions and to comply with our legal obligations in respect of trade union members.
    - [EMPLOYER TO ADD ANY OTHER REASONS FOR PROCESSING SPECIAL CATEGORIES OF PERSONAL DATA]

## We do not take automated decisions about you using your personal data or use profiling in relation to you. [IF AUTOMATION/PROFILING IS USED THEN EXPLAIN]

**Sharing your personal data**

## Sometimes we might share your personal data with group companies or our contractors and agents to carry out our obligations under our contract with you or for our legitimate interests. [EMPLOYER TO ADD OTHER SITUATIONS]

## We require those companies to keep your personal data confidential and secure and to protect it in accordance with the law and our policies. They are only permitted to process your data for the lawful purpose for which it has been shared and in accordance with our instructions.

## [EMPLOYER TO SET OUT THE LEGITIMATE ACTIVITIES WHICH THIRD PARTIES DO, SUCH AS PAYROLL.]

## We do not send your personal data outside the European Economic Area. If this changes you will be notified of this and the protections which are in place to protect the security of your data will be explained. [EMPLOYER TO CONFIRM WHETHER DATA WILL BE SENT OUTSIDE THE EU AND IF SO, WHAT PROTECTIONS ARE IN PLACE.]

**How should you process personal data for the Company?**

## Everyone who works for, or on behalf of, the Company has some responsibility for ensuring data is collected, stored and handled appropriately, in line with this policy and the Company’s Data Security and Data Retention policies.

## The Company’s Data Protection Officer/Data Protection Manager **[insert details]** is responsible for reviewing this policy and updating the Board of Directors on the Company’s data protection responsibilities and any risks in relation to the processing of data. You should direct any questions in relation to this policy or data protection to this person.

## You should only access personal data covered by this policy if you need it for the work you do for, or on behalf of the Company and only if you are authorised to do so. You should only use the data for the specified lawful purpose for which it was obtained.

## You should not share personal data informally.

## You should keep personal data secure and not share it with unauthorised people.

## You should regularly review and update personal data which you have to deal with for work. This includes telling us if your own contact details change.

## You should not make unnecessary copies of personal data and should keep and dispose of any copies securely.

## You should use strong passwords.

## You should lock your computer screens when not at your desk.

## [Personal data should be encrypted before being transferred electronically to authorised external contacts. [Speak to IT for more information on how to do this.]]

## Consider anonymising data or using separate keys/codes so that the data subject cannot be identified.

## Do not save personal data to your own personal computers or other devices.

## Personal data should never be transferred outside the European Economic Area except in compliance with the law and authorisation of the Data Protection Officer [insert name].

## You should lock drawers and filing cabinets. Do not leave paper with personal data lying about.

## You should not take personal data away from Company’s premises without authorisation from your line manager or Data Protection Officer.

## Personal data should be shredded and disposed of securely when you have finished with it.

## You should ask for help from our Data Protection Officer/Data Protection Manager if you are unsure about data protection or if you notice any areas of data protection or security we can improve upon.

## Any deliberate or negligent breach of this policy by you may result in disciplinary action being taken against you in accordance with our disciplinary procedure.

## It is a criminal offence to conceal or destroy personal data which is part of a subject access request (see below). This conduct would also amount to gross misconduct under our disciplinary procedure, which could result in your dismissal.

## [EMPLOYER TO ADD ANY OTHER RULES]

**How to deal with data breaches**

## We have robust measures in place to minimise and prevent data breaches from taking place. Should a breach of personal data occur (whether in respect of you or someone else) then we must take notes and keep evidence of that breach. If the breach is likely to result in a risk to the rights and freedoms of individuals then we must also notify the Information Commissioner’s Office within 72 hours.

## If you are aware of a data breach you must contact [insert name] immediately and keep any evidence you have in relation to the breach.

**Subject access requests**

## Data subjects can make a ‘**subject access request**’ (‘SAR’) to find out the information we hold about them. This request must be made in writing. If you receive such a request you should forward it immediately to the Data Protection Officer/Data Protection Manager who will coordinate a response.

## If you would like to make a SAR in relation to your own personal data you should make this in writing to [insert name]. We must respond within one month unless the request is complex or numerous in which case the period in which we must respond can be extended by a further two months.

## There is no fee for making a SAR. However, if your request is manifestly unfounded or excessive we may charge a reasonable administrative fee or refuse to respond to your request.

**Your data subject rights**

## You have the right to information about what personal data we process, how and on what basis as set out in this policy.

## You have the right to access your own personal data by way of a subject access request (see above).

## You can correct any inaccuracies in your personal data. To do you should contact [insert name].

## You have the right to request that we erase your personal data where we were not entitled under the law to process it or it is no longer necessary to process it for the purpose it was collected. To do so you should contact [insert name].

## While you are requesting that your personal data is corrected or erased or are contesting the lawfulness of our processing, you can apply for its use to be restricted while the application is made. To do so you should contact [insert name].

## You have the right to object to data processing where we are relying on a legitimate interest to do so and you think that your rights and interests outweigh our own and you wish us to stop.

## You have the right to object if we process your personal data for the purposes of direct marketing.

## You have the right to receive a copy of your personal data and to transfer your personal data to another data controller. We will not charge for this and will in most cases aim to do this within one month.

## With some exceptions, you have the right not to be subjected to automated decision-making.

## You have the right to be notified of a data security breach concerning your personal data.

## In most situations we will not rely on your consent as a lawful ground to process your data. If we do however request your consent to the processing of your personal data for a specific purpose, you have the right not to consent or to withdraw your consent later. To withdraw your consent, you should contact [insert name].

## You have the right to complain to the Information Commissioner. You can do this be contacting the Information Commissioner’s Office directly. Full contact details including a helpline number can be found on the Information Commissioner’s Office website ([www.ico.org.uk](http://www.ico.org.uk)). This website has further information on your rights and our obligations.

# Electronic Information and Communications Systems Policy

## Our electronic communications systems and equipment are intended to promote effective communication and working practices within our organisation, and are critical to the success of our business. This part of our handbook deals mainly with the use (and misuse) of computer equipment, e-mail, the internet, telephones, Blackberries, personal digital assistants (PDAs) and voicemail, but it applies equally to the use of fax machines, copiers, scanners, CCTV, and electronic key fobs and cards. It outlines the standards we require users of these systems to observe, the circumstances in which we will monitor use of these systems and the action we will take in respect of breaches of these standards.

## All staff are expected to protect our electronic communications systems and equipment from unauthorised access and harm at all times. Failure to do so may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

**Equipment security and passwords**

## Staff are responsible for the security of the equipment allocated to or used by them, and must not allow it to be used by anyone other than as permitted by this handbook.

## If given access to the e-mail system or to the internet, staff are responsible for the security of their terminals. If leaving a terminal unattended or on leaving the office they should ensure that they lock their terminal or log off to prevent unauthorised users accessing the system in their absence. Staff without authorisation should only be allowed to use terminals under supervision.

## Desktop PCs and cabling for telephones or computer equipment should not be moved or tampered with without first consulting the [IT department **OR** [DEPARTMENT] **OR** [POSITION]].

## Passwords are unique to each user and must be changed regularly to ensure confidentiality. Passwords must be kept confidential and must not be made available to anyone else unless authorised by [POSITION]. For the avoidance of doubt, on the termination of employment (for any reason) staff must provide details of their passwords to [POSITION] and return any equipment, key fobs or cards.

## Staff who have been issued with a laptop, PDA or Blackberry must ensure that it is kept secure at all times, especially when travelling. Passwords must be used to secure access to data kept on such equipment to ensure that confidential data is protected in the event of loss or theft. Staff should also be aware that when using equipment away from the workplace, documents may be read by third parties, for example, passengers on public transport.

**Systems and data security**

## Staff should not delete, destroy or modify existing systems, programs, information or data which could have the effect of harming our business or exposing it to risk.

## Staff should not download or install software from external sources without authorisation from [POSITION]. This includes software programs, instant messaging programs, screensavers, photos, video clips and music files. Incoming files and data should always be virus-checked by the [IT department **OR** [DEPARTMENT] **OR** [POSITION]] before they are downloaded. If in doubt, staff should seek advice from the [IT department **OR** [DEPARTMENT] **OR** [POSITION]]. The following must never be accessed from the network: online radio, audio and video streaming, instant messaging and webmail (such as Hotmail or Yahoo) and social networking sites (such as Facebook, Bebo, Second Life, YouTube, Twitter). This list may be modified from time to time. [A stand-alone terminal is provided in the [reception area **OR** [AREA]] for access to webmail.]

## No device or equipment should be attached to our systems without the prior approval of the IT department. This includes any USB flash drive, MP3 or similar device, PDA or telephone. It also includes use of the USB port, infra-red connection port or any other port.

## We monitor all e-mails passing through our system for viruses. Workers should exercise caution when opening e-mails from unknown external sources or where, for any reason, an e-mail appears suspicious (for example, if its name ends in .ex). The [IT department **OR** [DEPARTMENT] **OR** [POSITION]] should be informed immediately if a suspected virus is received. We reserve the right to block access to attachments to e-mails for the purpose of effective use of the system and for compliance with this part of our handbook. We also reserve the right not to transmit any e-mail message.

## Staff should not attempt to gain access to restricted areas of the network, or to any password-protected information, unless specifically authorised.

## Staff using laptops or wi-fi enabled equipment must be particularly vigilant about its use outside the office and take any precautions required by the [IT department **OR** [DEPARTMENT] **OR** [POSITION]] from time to time against importing viruses or compromising the security of the system. The system contains information which is confidential to our business and/or which is subject to data protection legislation. Such information must be treated with extreme care and in accordance with our Data Protection Policy.

**E-mail etiquette and content**

## E-mail is a vital business tool, but an informal means of communication, and should be used with great care and discipline. Staff should always consider if e-mail is the appropriate means for a particular communication and correspondence sent by e-mail should be written as professionally as a letter or fax. Messages should be concise and directed only to relevant individuals. [Our standard disclaimer should always be included.] [Hard copies of e-mails should be kept on the appropriate file.]

## [Staff should ensure that they access their e-mails at least once every working day, stay in touch by remote access when travelling and use an out of office response when away from the office for more than a day. They should endeavour to respond to e-mails marked "high priority" within 24 hours.]

## Staff should not send abusive, obscene, discriminatory, racist, harassing, derogatory or defamatory e-mails. Anyone who feels that they have been harassed or bullied, or are offended by material received from a colleague via e-mail should inform [their line manager **OR** the Human Resources Department].

## Staff should take care with the content of e-mail messages, as incorrect or improper statements can give rise to claims for discrimination, harassment, defamation, breach of confidentiality or breach of contract. Staff should assume that e-mail messages may be read by others and not include anything which would offend or embarrass any reader, or themselves, if it found its way into the public domain.

## E-mail messages may be disclosed in legal proceedings in the same way as paper documents. Deletion from a user's inbox or archives does not mean that an e-mail cannot be recovered for the purposes of disclosure. All e-mail messages should be treated as potentially retrievable, either from the main server or using specialist software.

## In general, staff should not:

### send or forward private e-mails at work which they would not want a third party to read;

### send or forward chain mail, junk mail, cartoons, jokes or gossip;

### contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to those who do not have a real need to receive them;

### sell or advertise using our communication systems or broadcast messages about lost property, sponsorship or charitable appeals; [the message board public folder should be used for these purposes;]

### agree to terms, enter into contractual commitments or make representations by e-mail unless appropriate authority has been obtained. A name typed at the end of an e-mail is a signature in the same way as a name written at the end of a letter;

### download or e-mail text, music and other content on the internet subject to copyright protection, unless it is clear that the owner of such works allows this;

### send messages from another worker's computer or under an assumed name unless specifically authorised; or

### send confidential messages via e-mail or the internet, or by other means of external communication which are known not to be secure.

## Staff who receive a wrongly-delivered e-mail should return it to the sender. If the e-mail contains confidential information or inappropriate material (as described above) it should not be disclosed or used in any way.

**Use of the internet**

## When a website is visited, devices such as cookies, tags or web beacons may be employed to enable the site owner to identify and monitor visitors. If the website is of a kind described in paragraph 36.31, such a marker could be a source of embarrassment to the visitor and us, especially if inappropriate material has been accessed, downloaded, stored or forwarded from the website. Such actions may also, in certain circumstances, amount to a criminal offence if, for example, the material is pornographic in nature. [This is further considered in paragraph 36.30 to paragraph 36.32.]

## Staff should therefore not access any web page or any files (whether documents, images or other) downloaded from the internet which could, in any way, be regarded as illegal, offensive, in bad taste or immoral. While content may be legal in the UK, it may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of our Electronic Information and Communications Systems Policy.

## Staff should not under any circumstances use our systems to participate in any internet chat room, post messages on any internet message board or set up or log text or information on a blog or wiki, even in their own time. [A stand-alone terminal is provided in the [reception area **OR** [AREA]] for use outside working hours.]

**Personal use of systems**

## We permit the incidental use of internet, e-mail and telephone systems to send personal e-mail, browse the internet and make personal telephone calls subject to certain conditions set out below. Personal use is a privilege and not a right. It must be neither abused nor overused and we reserve the right to withdraw our permission at any time.

## The following conditions must be met for personal usage to continue:

### use must be minimal and take place substantially out of normal working hours (that is, during lunch hours, before 9 am or after 5.30 pm);

### personal e-mails must be labelled "personal" in the subject header;

### use must not interfere with business or office commitments;

### use must not commit us to any marginal costs; and

### use must comply with the policies set out in this handbook including the Equal Opportunities Policy, Anti-harassment Policy, Data Protection Policy and Disciplinary Procedure.

## Staff should be aware that personal use of our systems may be monitored (see paragraph 36.27 to paragraph 36.29) and, where breaches are found, action may be taken under the disciplinary procedure (see paragraph 36.30 to paragraph 36.32). We reserve the right to restrict or prevent access to certain telephone numbers or internet sites if we consider personal use to be excessive.

**Monitoring of use of systems**

## Our systems enable us to monitor telephone, e-mail, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, use of our systems including the telephone and computer systems, and any personal use of them, is continually monitored by [use of automated software **OR** [OTHERWISE]]. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

## A CCTV system monitors the exterior of the building [DETAILS OF OTHER AREAS] 24 hours a day. This data is recorded.

## We reserve the right to retrieve the contents of messages or check searches which have been made on the internet for the following purposes (this list is not exhaustive):

### to monitor whether the use of the e-mail system or the internet is legitimate;

### to find lost messages or to retrieve messages lost due to computer failure;

### to assist in the investigation of wrongful acts; or

### to comply with any legal obligation.

**Inappropriate use of equipment and systems**

## Access is granted to the internet, telephones and other electronic systems for legitimate business purposes only. Incidental personal use is permissible provided it is in full compliance with our rules, policies and procedures (including this policy, the Equal Opportunities Policy, Anti-harassment Policy, Data Protection Policy and Disciplinary Procedure).

## Misuse or excessive use or abuse of our telephone or e-mail system, or inappropriate use of the internet in breach of this policy will be dealt with under our Disciplinary Procedure. Misuse of the internet can, in certain circumstances, constitute a criminal offence. In particular, misuse of the e-mail system or inappropriate use of the internet by participating in online gambling or chain letters or by creating, viewing, accessing, transmitting or downloading any of the following material will amount to gross misconduct (this list is not exhaustive):

### pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);

### offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;

### a false and defamatory statement about any person or organisation;

### material which is discriminatory, offensive, derogatory or may cause embarrassment to others;

### confidential information about us or any of our staff or clients (which you do not have authority to access);

### any other statement which is likely to create any liability (whether criminal or civil, and whether for you or us); or

### material in breach of copyright.

Any such action will be treated very seriously and is likely to result in summary dismissal.

## Where evidence of misuse is found we may undertake a more detailed investigation in accordance with our Disciplinary Procedure, involving the examination and disclosure of monitoring records to those nominated to undertake the investigation and any witnesses or managers involved in our Disciplinary Procedure. If necessary such information may be handed to the police in connection with a criminal investigation.

# Social Media Policy (long)

## We recognise that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, Twitter, blogs and wikis. However, employees' use of social media can pose risks to our confidential and proprietary information, and reputation, and can jeopardise our compliance with legal obligations.

## To minimise these risks, to avoid loss of productivity and to ensure that our IT resources and communications systems are used only for appropriate business purposes, we expect employees to adhere to this policy.

**Scope and purpose of the policy**

## This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Wikipedia, all other social networking sites, and all other internet postings, including blogs.

## It applies to the use of social media for both business and personal purposes, whether during office hours or otherwise. The policy applies regardless of whether the social media is accessed using our IT facilities and equipment or equipment belonging to members of staff.

## Breach of this policy may result in disciplinary action up to and including dismissal. Disciplinary action may be taken regardless of whether the breach is committed during working hours, and regardless of whether our equipment or facilities are used for the purpose of committing the breach. Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation, which may involve handing over relevant passwords and login details.

## Staff may be required to remove internet postings which are deemed to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

**Personnel responsible for implementing the policy**

## [Our board of directors (the board) **OR** [COMMITTEE] **OR** [POSITION]] has overall responsibility for the effective operation of this policy, but has delegated day-to-day responsibility for its operation to [the Head of the IT Department **OR** [POSITION]]. Responsibility for monitoring and reviewing the operation of this policy and making recommendations for change to minimise risks also lies with [the Head of the IT Department **OR** [POSITION]].

## All managers have a specific responsibility for operating within the boundaries of this policy, ensuring that all staff understands the standards of behaviour expected of them and taking action when behaviour falls below its requirements. [Managers will be given training in order to do this.]

## All staff are responsible for the success of this policy and should ensure that they take the time to read and understand it. Any misuse of social media should be reported to [the Head of the IT Department **OR** [POSITION]]. Questions regarding the content or application of this policy should be directed to [the Head of the IT Department **OR** [POSITION]].

**Compliance with related policies and agreements**

## Social media should never be used in a way that breaches any of our other policies. If an internet post would breach any of our policies in another forum, it will also breach them in an online forum. For example, employees are prohibited from using social media to:

### [breach our Electronic Information and Communications Systems Policy;]

### [breach our obligations with respect to the rules of relevant regulatory bodies;]

### [breach any obligations they may have relating to confidentiality;]

### [breach our Disciplinary Rules;]

### [defame or disparage the organisation or its affiliates, customers, clients, business partners, suppliers, vendors or other stakeholders;]

### [harass or bully other staff in any way **OR** breach our Anti-harassment and Bullying Policy];

### [unlawfully discriminate against other staff or third parties **OR** breach our Equal Opportunities Policy];

### [breach our Data Protection Policy (for example, never disclose personal information about a colleague online);]

### [breach any other laws or ethical standards (for example, never use social media in a false or misleading way, such as by claiming to be someone other than yourself or by making misleading statements).]

## Staff should never provide references for other individuals on social or professional networking sites, as such references, positive and negative, can be attributed to the organisation and create legal liability for both the author of the reference and the organisation.

## Employees who breach any of the above policies will be subject to disciplinary action up to and including termination of employment.

**Personal use of social media**

## [Personal use of social media is never permitted during working time or by means of our computers, networks and other IT resources and communications systems.

**OR**

We recognise that employees may work long hours and occasionally may desire to use social media for personal activities at the office or by means of our computers, networks and other IT resources and communications systems. We authorise such occasional use so long as it does not involve unprofessional or inappropriate content and does not interfere with your employment responsibilities or productivity. While using social media at work, circulating chain letters or other spam is never permitted. Circulating or posting commercial, personal, religious or political solicitations, or promotion of outside organisations unrelated to the organisation's business are also prohibited.]

**Monitoring**

## The contents of our IT resources and communications systems are our property. Therefore, staff should have no expectation of privacy in any message, files, data, document, facsimile, telephone conversation, social media post conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on our electronic information and communications systems.

## We reserve the right to monitor, intercept and review, without further notice, staff activities using our IT resources and communications systems, including but not limited to social media postings and activities, to ensure that our rules are being complied with and for legitimate business purposes and you consent to such monitoring by [your acknowledgement of this policy and] your use of such resources and systems. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, log-ins, recordings and other uses of the systems as well as keystroke capturing and other network monitoring technologies.

## We may store copies of such data or communications for a period of time after they are created, and may delete such copies from time to time without notice.

## Do not use our IT resources and communications systems for any matter that you wish to be kept private or confidential from the organisation.

## [For further information, please refer to our Electronic Information and Communications Systems Policy.]

**Business use of social media**

## [If your duties require you to speak on behalf of the organisation in a social media environment, you must still seek approval for such communication from [your manager **OR** [DEPARTMENT NAME]], who may require you to undergo training before you do so and impose certain requirements and restrictions with regard to your activities.]

## [Likewise, if you are contacted for comments about the organisation for publication anywhere, including in any social media outlet, direct the inquiry to [DEPARTMENT NAME] and do not respond without written approval.]

## [The use of social media for business purposes is subject to the remainder of this policy.]

**Recruitment**

## [We may use internet searches to perform due diligence on candidates in the course of recruitment. Where we do this, we will act in accordance with our data protection and equal opportunities obligations.

**OR**

We do not permit the use of internet searches for recruitment purposes.]

**Responsible use of social media**

## The following sections of the policy provide staff with common-sense guidelines and recommendations for using social media responsibly and safely.

## Protecting our business reputation:

### Staff must not post disparaging or defamatory statements about:

#### our organisation;

#### our clients;

#### suppliers and vendors; and

#### other affiliates and stakeholders,

but staff should also avoid social media communications that might be misconstrued in a way that could damage our business reputation, even indirectly.

### Staff should make it clear in social media postings that they are speaking on their own behalf. Write in the first person and use a personal e-mail address when communicating via social media.

### Staff are personally responsible for what they communicate in social media. Remember that what you publish might be available to be read by the masses (including the organisation itself, future employers and social acquaintances) for a long time. Keep this in mind before you post content.

### If you disclose your affiliation as an employee of our organisation, you must also state that your views do not represent those of your employer. For example, you could state, "the views in this posting do not represent the views of my employer". You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.

### Avoid posting comments about sensitive business-related topics, such as our performance. Even if you make it clear that your views on such topics do not represent those of the organisation, your comments could still damage our reputation.

### If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from making the communication until you discuss it with [your manager **OR** [DEPARTMENT NAME]].

### If you see content in social media that disparages or reflects poorly on our organisation or our stakeholders, you should contact [your manager **OR** [DEPARTMENT NAME]]. All staff are responsible for protecting our business reputation.

## Respecting intellectual property and confidential information:

### Staff should not do anything to jeopardise our valuable trade secrets and other confidential information and intellectual property through the use of social media.

### In addition, staff should avoid misappropriating or infringing the intellectual property of other companies and individuals, which can create liability for the organisation, as well as the individual author.

### Do not use our logos, brand names, slogans or other trademarks, or post any of our confidential or proprietary information without prior written permission.

### [To protect yourself and the organisation against liability for copyright infringement, where appropriate, reference sources of particular information you post or upload and cite them accurately. If you have any questions about whether a particular post or upload might violate anyone's copyright or trademark, ask [the legal department **OR** [POSITION]] before making the communication.]

### [You are not permitted to add business contacts made during the course of your employment to personal social networking accounts, such as Facebook accounts or LinkedIn accounts.

**OR**

The contact details of business contacts made during the course of your employment are regarded as our confidential information, and as such you will be required to delete all such details from your personal social networking accounts, such as Facebook accounts or LinkedIn accounts, on termination of employment.]

## Respecting colleagues, clients, partners and suppliers:

### Do not post anything that your colleagues or our customers, clients, business partners, suppliers, vendors or other stakeholders would find offensive, including discriminatory comments, insults or obscenity.

### Do not post anything related to your colleagues or our customers, clients, business partners, suppliers, vendors or other stakeholders without their written permission.

# Redundancy Policy

## It is our intention to manage our business in a manner which results in secure employment for our employees. We will always try to avoid the need for compulsory redundancies but sometimes these may be necessary. The pattern or volume of our business or methods of working may change and requirements for employees may reduce.

**The purpose of the policy**

## The purpose of this policy is to ensure that, whenever reduction in employee numbers may become necessary:

### we communicate clearly with all affected employees and ensure that they are treated fairly;

### we try to find ways of avoiding compulsory redundancies;

### we consult with employees [and with recognised trade unions **AND/OR** employee representatives]; and

### any selection for compulsory redundancy is undertaken fairly and reasonably.

**Avoiding compulsory redundancies**

## Where we are proposing to make redundancies we will enter into consultation with all affected employees on an individual basis and, where appropriate, also with [recognised trade unions **AND/OR** employee representatives].

## In the first instance we will consider steps that might, depending on the circumstances, be taken to avoid the need for compulsory redundancies. Examples of such steps include:

### Reviewing the use of agency staff, self-employed contractors and consultants.

### Restricting recruitment [in affected categories of employee and] in those areas into which affected employees might be redeployed.

### Reducing overtime [in affected departments] to that needed to meet contractual commitments or provide essential services.

### Freezing salaries for a specified period.

### Considering the introduction of short-time working, job-sharing or other flexible working arrangements, where these are practicable.

### Identifying suitable alternative work [with us or with any other companies within the Group] that might be offered to potentially redundant employees.

### Inviting applications for early retirement or voluntary redundancy. In all cases the acceptance of a volunteer for redundancy will be a matter of our discretion and we reserve the right not to offer voluntary redundancy terms or to refuse an application where it is not in the interests of our business to do so.

## Any measures adopted must not adversely affect our business and our ability to serve our customers.

**Making compulsory redundancies**

## When it is not possible to avoid making compulsory redundancies, all affected employees and, where appropriate, [recognised trade unions **AND/OR** employee representatives] will be advised that compulsory redundancies cannot be avoided. They will be consulted on the procedure that will then be followed and the criteria that will be applied.

## The criteria used to select those employees who will potentially be made redundant will be objective, transparent and fair and based on the skills required to meet our existing and anticipated business needs.

## Those employees who have been provisionally selected for redundancy will be consulted with individually.

## Where selection for redundancy is confirmed, employees selected for redundancy will be given notice of termination of employment in accordance with their contracts [and written confirmation of the payments that they will receive]. [Employees will be given the opportunity to appeal against this decision.]

## We will continue to look for alternative employment for redundant employees [and inform them of any vacancies that we have] until their termination dates. The manner in which redundant employees will be invited to apply for and be interviewed for vacancies will be organised depending on the circumstances existing at the time. Alternative employment may be offered subject to a trial period where appropriate.

## [Where we are unable to offer alternative employment we will assist employees look for work with other employers. [Outplacement assistance will also be provided.]] [Employees under notice of redundancy [may **OR** will] be entitled to take a reasonable amount of paid time off work to look for alternative employment or to arrange training for future employment.]

# Retirement Policy (no fixed retirement age)

## We [currently] have no fixed retirement age [although this will be reviewed from time to time by [[POSITION] **OR** our board of directors] to reflect our business needs]. We acknowledge that retirement is a matter of choice for individuals and will not pressurise staff into resigning because they have reached or are approaching a certain age.

## Staff are free to retire whenever they choose or to seek alternative [roles or] working patterns. For further information, see our Flexible Working Policy.

## We are proud to employ people of all ages and consider that age diversity is beneficial to the organisation. We are committed to not discriminating against staff because of age and adhere to the principles set out in our Equal Opportunities Policy.

**The purpose of the policy**

## This policy aims to create a framework for workplace discussions, enabling you to express your preferences and expectations with regard to retirement and enabling us to plan for our business.

**Discussing your future plans**

## You or your manager may want to discuss your short, medium and long-term plans, as the need arises. For example, a promotion opportunity may arise, or, if your circumstances change, you may want a different working pattern or to stop work altogether. We need to plan for the business, and so may indicate to staff from time to time that it would be helpful to know what their plans are. There is no obligation for us or you to hold workplace discussions about your future plans, but it may be mutually beneficial to do so.

## We will not make generalised assumptions that performance will decline with age, whether due to competence or health issues. If we think there are problems with your performance or ill-health, these will be dealt with in the usual way, through the Capability Procedure or Sickness Absence Policy.

## If a workplace discussion takes place for the purposes described in paragraph 39.5 above, we will aim to make it as informal as possible.

## During any workplace discussion:

### we will not assume that you want to retire just because you are approaching a certain age, such as state pension age; and

### we will not make discriminatory comments, suggesting that you should move on due to age.

## If you indicate that you are thinking of retiring, you are free to change your mind at any time until you have actually given notice to terminate your employment.

## Your employment or promotion prospects will not be prejudiced because you have expressed an interest in retiring or changing work patterns.

## If you express an interest in moving to a more flexible working pattern or changing role, we will confirm that this is what you want before any action is taken which could affect your employment, such as a change to your role or responsibilities.

**Giving notice of retirement**

## If you have decided to retire, we would appreciate as much notice as possible, although you should give the company at least the notice you are obliged to give under your contract of employment.

# Retirement Policy (fixed retirement age)

***NOTE: From 6 April 2011, following the abolition of the default retirement age, it is no longer lawful to force an employee to retire unless this can be objectively justified. It is likely to be extremely difficult for employers to show objective justification. Employers should consider why a particular retirement age is appropriate and necessary for a particular role rather than adopt a blanket approach across the whole organisation. It is also likely to be extremely rare for an employer to be able to justify having one fixed retirement age for all roles. This policy therefore is designed for employers who decide to retain a compulsory fixed retirement age for certain roles.***

# Policy statement

## [The Company **OR** [NAME OF EMPLOYER]] has decided that it is appropriate to have a fixed retirement age for the following roles: [DESCRIBE] for the reasons set out briefly at paragraph 40.7. These will be kept under review from time to time by [[POSITION] **OR** the Board of the Company].

## Employees are of course free to retire before the fixed retirement age. We also recognise that employees may wish to consider changing their working patterns as they approach retirement and are receptive to requests for flexible working from employees of all ages. For further information, see our Flexible Working Policy [which is available from [POSITION]].

## We are proud to employ people of all ages and consider that age diversity is beneficial to the organisation. We are committed to not discriminating against employees because of age and adhere to the principles set out in our Equal Opportunities Policy.

## **Purpose of the policy**

## This policy sets out the basis for our decision to have a fixed retirement age [for certain roles [DESCRIBE]] and the fact that this decision will be kept under review.

## This policy sets out what steps we will take to meet with you, as you approach the fixed retirement age, enabling you to express your preferences and expectations and enabling us to plan for our business.

## This policy does not form part of your contract of employment and we may amend it from time to time as we consider appropriate.

## **Fixed retirement age**

## [The Company **OR** [NAME OF EMPLOYER]] has a fixed retirement age of [AGE] for employees in the following roles: [DESCRIBE]. We consider that there [is **OR** are] the following legitimate business reason[s] for this fixed retirement age [BRIEFLY SET OUT LEGITIMATE AIM[S] BEING PURSUED]. We will review whether this fixed retirement age remains necessary from time to time and will let you know if we consider this needs to change.

## **What to expect as you approach the fixed retirement age**

## We would like to meet with you well in advance of your retirement date to discuss any relevant issues, such as whether a handover period is necessary or how your skills could be migrated to others within the organisation. It would also be an opportunity for you to raise any issues that you consider pertinent, such as whether you would like to work beyond the retirement date or in a different capacity. Ideally this meeting should take place between six and 12 months before your retirement date, but in some cases a shorter period may be appropriate. You or your manager may decide that it is beneficial to meet on more than one occasion. [Your manager will contact you to arrange a pre-retirement meeting.]

## You should feel free to initiate a workplace discussion about your future plans with regard to retirement. You may want to retire earlier than the fixed retirement date or work flexibly or in an alternative role in the period leading up to retirement. If so, we would like to know what your plans are and discuss them with you.

## **Can you work beyond retirement?**

## If you would like to work beyond retirement, you may raise this with your manager and we will consider your request in light of surrounding circumstances, including our business reasons for having a fixed retirement age. Any decision to grant a request to work beyond retirement for one employee shall not imply that we will always grant such requests. We will aim to treat employees consistently in this regard, subject to the needs of our business.

## **Termination of your employment for retirement**

## [Under your contract of employment, your employment terminates automatically when you reach the age of [AGE] without the need for either party to give notice **OR** Your contract of employment sets out the notice period that we are obliged to give you].