



Cotton Pub Co Limited- T/A The Holly Bush

## Staff Handbook

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# **Welcome**

## **Welcome to Cotton Pub Co Limited**

Welcome to Cotton Pub Co. We are an award winning public house that prides itself on good fresh food. The team has already established a good reputation for service and food and we hope with the addition of yourself we will continue to strive.

In order for us to continue providing our customers with the highest quality standards of service and best value for money, it is essential that we all share a common philosophy in the way we approach and perform our individual and collective duties and responsibilities.

We will ask nothing of you that we would not ask of any member of staff, that being loyalty, honesty and hard work. Each of us has an important part to play and all of us are reliant upon one another making a full contribution towards generating a harmonious and efficient working environment.

We set out in this handbook the policies and procedures by which we have attained our present status and with which we will seek to pursue our commitment to maximise and develop the potential of all our staff, whilst maintaining lasting and mutually beneficial working relationships.

We sincerely hope that you will enjoy a long and fruitful career with us. Please read this handbook carefully and address any queries that you might have to your manager

## **Terms and Conditions of Employment**

### **Salary**

Wages are paid weekly in arrears by credit transfer into your bank account by Friday, we normally process wages early on thursday where possible.

You will be asked to complete details of your bank account, sort code and address at induction. If these details change during your employment, you must notify the Manager as soon as possible.

You will receive a weekly statement of pay, detailing your salary and any deductions. Should you have any queries relating to the money you have received, please contact the Manager.

Each year you will receive a P60 from the business detailing your earnings, income tax and national insurance deductions. You should keep this in a safe place as duplicates cannot be issued.

### **Hours of Work**

Your hours of work will be as stated on your Written Statement of Terms and Conditions

and the staff rota. You may be asked to work additional hours should the business require it.

### **Time Off in Lieu**

If the Manager agrees you may choose to take additional hours worked as Time Off in Lieu (TOIL). Such a request must be agreed in advance of the time being taken off and will be recorded.

### **Induction**

On commencement of employment with the business you will attend a New Starters Induction at the beginning of your trial or initial shift. This induction will include a tour of the site, issue of your uniform, training in the policies and procedures.

### **Probationary Period**

Your first 3 months of service will be considered to be your probationary period. The Company reserves the right to terminate employment during probationary period or to extend a probationary period where performance is not to its satisfaction.

### **Appraisals**

You will have an annual appraisal with the Manager. The purpose of this will be to review your performance, identify any training needs and to allow you to express any concerns you may have.

### **Supervision**

The Company undertakes supervision constantly during service.

### **Staff Meetings**

Staff Meetings will be arranged for early evening. Plenty of notice will be given.

It is an express condition of employment that you will make provision to attend meetings, which are of benefit to both the individual staff member and the business as a whole. Unreasonable refusal to attend a staff meeting would be considered to be a breach of contract.

### **Training**

Where possible training will take place at the pub. You will be paid for your attendance or given TOIL.

Where training is arranged which is off site, you will be paid for your attendance/given TOIL but not paid for your travel time when you are not working but commuting.

If you do not attend and your reason for non-attendance is not acceptable to the Company, you will have the cost of the course deducted from your wages. **See Deductions.**

## **Deductions**

The Company reserves the right at any time during or in any event upon termination, to deduct from your salary or any monies due to you, an amount equivalent to any of the following:

- any overpayment of salary, bonus remuneration or other payment made to you during the course of this employment;
- the amount of any expenses claimed by you and paid but subsequently disallowed by the Company;
- an amount equal to any loss suffered by the Company, or the additional cost of covering your duties for the period not worked, where you fail to give us your contractual notice;
- the outstanding amount of any loan or advance made by the Company to you;
- any cost of repairing any damage to or loss of property, or any other loss sustained by the Company or any third party, caused by your breach of contract or your breach of the Company's rules or as a result of your negligence or dishonesty;
- the cost of any training courses that you fail to attend after arrangements have been made where the explanation is not satisfactory to the Company;
- the cost of any training subject to a training clawback agreement;
- holiday taken in excess of that which has been accrued at the point of termination of employment;
- the cost of any unreturned uniform, passes, keys, equipment and resources upon termination of employment; and

Any amount deducted under this clause is a genuine attempt by the Company to assess its loss and is not intended to act as a penalty.

If the Company accidentally overpays you in respect of wages, bonus, commission or expenses in a particular pay period, you must act in good faith and immediately notify the Manager. Failure to notify the Company in these circumstances may lead to disciplinary action under the Company's Disciplinary procedure.

## **Holidays**

Holiday entitlement is as per the Written Statement of Terms and Conditions.

Holiday Pay is calculated at your basic hourly rate. The holiday year is 1<sup>st</sup> January to 31<sup>st</sup> December.

The Company reserves the right to fix holidays. The Company has a shutdown between

Christmas and New Year and you will be required to set aside holiday for the dates that we announced we are closed.

Holidays of up to 2 weeks require a minimum of four weeks' notice where possible. No more than 2 weeks' can be booked in one time, unless the circumstances are exceptional and in this case; will require a Director's authorisation.

Do not make any holiday booking prior to authorisation being granted.

Holidays will be allocated on a first come first served basis. You must appreciate that we will not always be able to grant your request as cover may not be available. In normal circumstances only 1 member of staff, per department, can be on holiday at any one time.

If you terminate your employment, you may be required to take any accrued and untaken holiday during the notice period, to meet the needs of the business.

Holiday entitlement must be used within the holiday year it is accrued. It cannot be carried forward nor payment made in lieu of untaken holiday.

Employees who leave during the Holiday year will receive any outstanding days that they have accrued in their final salary as Holiday Pay. Likewise, any holiday taken in excess of that accrued will be deducted from a leaver's final pay.

All holiday must be booked by the end of October to ensure that the loss of days does not occur, and that the business can plan future events.

### **Statutory Sick Pay**

The Company pays Statutory Sick Pay (SSP) in accordance with the statutory requirements. Employees are entitled to Statutory Sick Pay after 4 days of continuous absence. Statutory Sick Pay will be recorded on your pay statement.

### **Expenses**

We will reimburse you for authorised and legitimate expenditure you reasonably incur. This only applies during the proper performance of your duties e.g. travel, accommodation and other agreed out of pocket expenses. You must get approval in advance, fill in an expenses claim form and submit valid VAT receipts as appropriate.

You must submit expenses claims promptly. Normally you should do this as soon as the relevant claim period ends. If you fail to submit claims promptly without valid reason, this may result in non-reimbursement. If you feel you cannot comply with our normal timeframe, please advise your line manager immediately.

Attempts to claim expenses in breach of this policy can result in disciplinary action being taken.

Any questions about the reimbursement of expenses should be put to your line manager before you incur the relevant costs.

## **Confidentiality**

Employee information is treated as confidential and is subject to the Data Protection Act. During the course of your employment you may have access to confidential and sensitive information relating to our customer. **Never discuss personal details with other people.** Any breach of confidentiality will be considered as misconduct and may result in disciplinary action. If you have any concerns relating to confidentiality please discuss with the Manager.

## **Notice Periods**

Notice periods are as per the Written Statement of Terms and Conditions. The Company reserves the right to pay in lieu of notice.

After notice of termination has been given by either party, the Company may at its absolute discretion, give the employee payments in lieu of all or any part of any notice, or provided the employee continues to be paid and to enjoy all his/her contractual benefits under the terms and conditions of employment, the Company may at its discretion exclude the employee from the premises of the Company and require that he/she carries out no duties at all until the termination of employment.

If, on leaving our employment, for whatever reason, you fail to work your full contractual notice, without our prior agreement, an amount equal to any loss suffered by the Company, or the additional cost of covering your duties for the period not worked, will be deducted from any final monies due to you. This is an express written term of your contract of employment.

## **Pension Scheme**

The Company complies with auto-enrolment. Details are available from your Line Manager.

## **Short Time Working and Lay Off**

In the event of a shortage of work situation arising, as an initial solution, we may require you to take some or all of your unused accrued holiday entitlement, which has not previously been confirmed as agreed and booked.

If due to a temporary shortage of work it becomes necessary to place employees either on short notice or lay them off without pay, such action will be taken in accordance with current employment legislation. We will in such circumstances apply the statutory guarantee payments as appropriate. As much notice as is reasonably practical will be given for any of the above situations.

## **Variation in Terms and Conditions of Employment**

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. You will be notified of minor changes of detail by way of general notice to all employees and any such changes take effect from the date of the notice. Where any such change affects or alters any of the information contained in the Written Statement of Terms and Conditions you will be given individual written notice of such changes within one month after the change.

# **Company Procedures**

## **Sickness Absence**

Statutory Sick Pay is paid in accordance with statutory requirements and where you are eligible.

You are required to notify your Line Manager of your absence as soon as possible and no later than 7 a.m. on the first day of absence.

We request that contact is made by 4 p.m. of the afternoon before you intend to return in order that cover can be stood down.

You are required to self-certify for the first 7 calendar days (forms are available from your Manager), after which time a Statement of Fitness for Work is required.

The following information will be requested when you call in:

- Nature of Absence
- Expected duration of Absence
- Whether your illness is contagious

Certain infectious conditions require a minimum period before return to work. Consult the Manager when you notify them of your illness.

Texting is not acceptable. In normal circumstances it would be expected that it would be the employee making personal contact regarding their sickness absence.

If the employee is unable to return when expected, the employee is required to contact the Manager and advise them of the situation.

## **Medication**

You are required to advise us if you are taking medication which may affect your suitability to work with the public.

If on return to work you are taking either prescribed or over the counter medication you must report this to the Manager. Medication must never be taken into the public areas, and must be stored in your bag, in the staff room. Please advise the first aider in case you have an allergic reaction to the medication. Failure to adhere to this requirement may result in disciplinary action being taken over a breach of health and safety.

Please refer to the Medication Policy in the Policies and Procedures Folder.

## **Contact by the Company**

If we do not hear from you to report your absence, the Manager or their deputy will make reasonable attempts to contact you to locate your whereabouts and ensure your safety. This may include contacting your next of kin or calling the Police.

## **Illness on Holiday**

If you are ill on holiday and this prevents you from travelling home (either by boat or plane) on time you are required to provide proof of your original flight/travel arrangements back to the UK in order to be able to have authorised absence. Failure to provide the required documentary evidence to support your assertion may result in disciplinary action being taken.

## **Infectious and Contagious Illness**

If you are suffering from such a condition you must not report for work without your doctor's clearance. Separate rules relating to infectious diseases and food handlers are to be found later in this handbook and you, if you are a food handler, must familiarise yourself with them. If in any doubt please notify the Manager and consult your Doctor. The Company will comply with the latest guidance on infection control.

## **Return to Work Interviews**

Any absence will be followed by a Return to Work Interview conducted by the Manager. If you are returning to work after an infectious or contagious illness we may require written clearance from your GP prior to returning to work.

## **Self-Certification Forms**

The Company's Self Certification Forms are available from the Manager. Any absence up to 7 days can be covered by a self-certification form. Failure to provide correct information on a form is subject to the Company's Disciplinary Procedures.

## **Statements of Fitness for Work**

A Statement of Fitness for Work will be required after 7 calendar days of absence. The statement should be handed to the Manager. If the employee remains absent the form should be hand delivered to the pub or posted.

## **Medical Appointments**

The Company recognises that it is not always possible for employees to attend medical appointments outside of working hours. Where possible, employees are requested to arrange for such appointments to be at the beginning or end of shifts. This has the effect of minimising the disruption to the team. **Medical appointments are unpaid.**

## **Compassionate/Bereavement Leave**

The Company has set procedures in place with regards to time off in the circumstances of a bereavement.

In the event of bereavement, the following guidelines apply, however we understand that

the constitution of each family differs and therefore the loss of other significant relatives (e.g. siblings, aunts/uncles) may notably impact an employee, therefore the allocated time off will be issued at the Director's discretion.

Loss of mother / father/ husband / wife: One-week paid leave and day of funeral

Loss of Grandparents: One day paid and day of funeral

Loss of other relative: Day of funeral

## **Long Term Absence**

The Company recognises Long Term Absence as one that is longer than 4 weeks in duration. Absence of this nature will be subject to Home Visits or meetings in order that contact is maintained between the Company and the individual concerned.

## **Contact during an Absence**

Employees are requested to keep the Company informed of any changes to their condition during a sickness absence. The Company maintains the right to keep in touch with employees by letter, phone etc. to ensure that contact is maintained.

## **Time Off for Family Emergencies**

In addition to parental leave, employees have a statutory right to take a reasonable amount of unpaid time off work to deal with family emergencies. There is no contractual entitlement to pay for such absences.

The right enables employees to deal with an unexpected or sudden problem and make any necessary longer term arrangements:

- If a dependant falls ill or has been involved in an accident or assaulted, including where the victim is hurt or distressed rather than injured physically;
- When the employee's partner is having a baby;
- To make longer term care arrangements for a dependant who is ill or injured;
- To deal with the death of a dependant, for example, to make funeral arrangements or to attend a funeral;
- To deal with an unexpected disruption or breakdown in care arrangements for a dependant, for example, when the childminder or nurse fails to turn up;
- To deal with an incident involving the employee's child during school hours, for example, if the child has been involved in a fight or is being suspended from school.

For these purposes, a 'dependant' is the partner, child or parent of the employee, or someone who lives with the employee as part of the family. For example, this could be a grandparent who lives in the household. It does not include tenants or boarders living in the family home, or someone who lives in the household as an employee, for example, a live-in housekeeper. In cases of illness, injury or where care arrangements break down, a

dependant may also be someone who reasonably relies on the employee for assistance. This may be where the employee is the primary carer or is the only person who can help in an emergency.

In the event of a family emergency occurring while an employee is at work, the employee must immediately inform the Manager of the nature of the emergency and seek permission to leave the workplace early.

In the event of an emergency occurring outside of an employee's normal working hours which will prevent them from reporting to work at their normal start time, the employee must contact the Company and speak to the Manager at the earliest possible opportunity and at a time as close to their normal start time as is possible. In any event, this must be no later than one hour after their normal start time. The employee must provide a detailed explanation of the nature of the emergency, the reason for their absence and how long they expect to be away from work.

Where the emergency is ongoing, employees must report to the Manager on a daily basis, and always before their normal start time. Employees must update the Manager on the reason for ongoing absence and how long they expect it to continue. They must inform the Manager as soon as possible of any change in the date of anticipated return to work.

The Company envisages that the amount of leave that will be taken will, in most cases, be one or two days at most. The leave to which the employee is entitled should simply be enough to help the employee to cope with the immediate crisis. Employees must actively seek alternative longer-term care arrangements for the care of a dependant within one day of the emergency occurring. Should it not be possible to make such arrangements, employees must contact the Manager and explain why further absence is required. Authorisation of such continued absence will be at the absolute discretion of the Company.

The Company reserves the right to ask the employee to provide supporting evidence of the family emergency on their return to work. Employees are reminded that it is a serious disciplinary offence to refuse to provide or to knowingly provide false information on an absence request form.

In the event of a dispute between the Manager and the employee about whether a particular incident or occurrence falls under the terms of this policy, the Manager shall be responsible for determining whether the request for time off made by the employee relates to a genuine family emergency. Their decision shall be final.

Employees should note that this right is intended to cover unforeseen family emergencies. If employees know in advance that they are going to need time off, then they should speak to the Manager about the possibility of taking such time as part of their annual leave entitlement.

Finally, if an employee behaves dishonestly in claiming a right to time off to deal with a family emergency, this is a serious disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure. It may lead to summary dismissal on the ground of gross misconduct.

## **Jury Service**

An employee who received notification that they have been selected for Jury Service is requested to bring a copy of the letter to the Manager as soon as possible in order that cover can be arranged. The absence will be treated as unpaid leave. You should claim for loss of earnings from the court. A form will be given to you by the court, please pass this to the Manager for completion.

## **Court Attendance as a Witness**

As with Jury Service, if you are called by the court to attend as a witness you will be granted unpaid leave. You should claim for loss of earnings from the court. A form will be given to you by the court, please pass this to the Manager for completion.

## **Unauthorised Leave**

Any absence that the Company has not authorised and that is not covered by a Self-Certification or Statement of Fitness for Work will be treated as Unauthorised Absence and may be subject to the Company's Disciplinary Procedures.

## **Other Time Off**

We recognise that there will be occasions when employees will request time off for medical, dental appointments etc., or indeed for domestic reasons. Such requests should be referred to the Manager and any time taken will be unpaid authorised absence. In the interests of business efficiency, such requests should be kept to a minimum.

Where possible, such appointments should be arranged outside of normal working hours or at the very least for the very beginning or very end of the working day to minimise disruption.

Should you find you need to leave work during the working day, you must first obtain the permission of the Manager.

# **General Rules**

## **General Attendance (Time Keeping)**

You should ensure that you arrive at work sufficiently early, to be ready to commence work at your official starting time, ideally, we recommend 10 minutes before.

You are required to use the signing-in book to record your hours of work.

Lateness and absence will be recorded, and unacceptable levels of timekeeping and attendance will render you liable to disciplinary action.

## **Dress Code**

To maintain a smart professional image and for reasons of health and safety, the Company requires all staff to adhere to the Dress Code. Failure to follow the Dress Code may result in disciplinary action being taken.

On commencement of employment you will be issued with items to wear at work. You are

responsible for the laundry of these items which will remain the property of the Company and should be returned on termination of your employment.

Uniforms should not be worn when socialising outside of work.

Further items can be purchased from the Company if you require.

### **Smart Watches**

Whilst we would prefer you not to wear a smartwatch due to concerns about such an item being damaged at work, if you choose to do so it should be switched to aeroplane mode and should not distract you from performing your role.

### **General Conduct at Work**

At all times during your employment, the needs of the business are paramount, and you should ensure that at all times your efforts and energies are concentrated on achieving this objective.

You are expected to conduct yourself in a reasonable manner with fellow employees, customers, clients or members of the public.

We expect all of our staff to provide high levels of care and if necessary advice and guidance to customers and other members of staff.

Shouting and raised voices are not acceptable within the setting.

Staff must not behave in a racist manner under any circumstances and must not make racist or sexist remarks to any customers or any other third party.

You are not permitted during your employment to disclose confidential information relating to the business, to any person or organisation, without our prior written consent.

You are expected to comply with any reasonable instruction or request given to you by an authorised person.

### **Other Employment**

You must notify us of all other employment which you undertake. We will not allow any other employment which we deem to be either in direct competition or presents a conflict of interest with ourselves or our operation, but we will not object to any other employment provided it does not interfere with your ability to satisfactorily fulfil the job we employ you to do.

This information is also required in order that there is no infringement of the Working Time Regulations.

## **Conflict of Interest**

You will disclose any potential conflict of interest to the Manager.

## **Conduct outside of working hours**

Whilst we have no intention to intrude upon your activities or interests outside work, we would expect that none of our employees would be engaged in any activity outside working hours which could result in adverse publicity to the business, or which would cause us to question your integrity, or prevents you from performing your duties/responsibilities to our satisfaction.

## **Personal Property**

Please avoid bringing valuable personal items to work and do not leave any valuables either unattended or overnight. We cannot accept liability for the loss of, or damage to such personal property brought onto our premises.

## **Lost Property**

All items of lost property should immediately be reported to the Manager. Similarly, any unidentified article should be handed to the same person whilst attempts are made to discover ownership.

## **Private Mail**

All mail received will be opened and that may include private mail addressed to individual employees. Please do not post your private mail at our expense unless specific permission has been granted.

## **Photocopier**

The office photocopier is intended for business use only. If an employee wishes to use the copier to copy a private document, you are requested to seek permission from the Manager. Reasonable copying will not normally be refused.

## **Friends and Relatives Contact**

We discourage friends and relatives from visiting you at work, except in the case of emergency.

## **Parking**

Parking on or around our premises is done at the owner's risk and we accept no liability for any damage caused to such vehicles.

If you are in any doubt as to where you are permitted to park your vehicle, please discuss with the Manager.

## **Staff Room**

The Staff Room should be kept clean and tidy at all times. No portable electrical items are permitted that do not have a current portable appliance testing certificate.

## **Food & Drinks**

Meals are to be taken at lunch time and eaten in the staff room, you may eat in the bar area when the staff room or office is full. Hot drinks must be consumed in the staff room and water is available in the bar for staff to drink. You are also permitted to use our tea & coffee, Soda (Plain soda only) and cordials.

## **Maintenance of building and Garden**

The Company is constantly vigilant to maintain high standards of cleanliness, any member of staff therefore found to be neglecting their duties / responsibilities within this area will be subject to disciplinary procedures.

It is the responsibility of each individual to ensure that the jobholder or relevant persons on the cleaning rota carry out all cleaning duties. If a member of staff is sick or on holiday it will be assumed that staff will take the initiative to ensure that all cleaning duties are covered. It is the responsibility of the room co-coordinator to make sure these jobs are not forgotten; however, in their absence or forgetfulness use your initiative and speak to your Manager if jobs have been missed.

## **Company Telephones**

The Company's telephones are intended for business use only. Prior permission must be sought before making personal calls. Permission will only be considered if the call is of an urgent/essential nature.

Similarly, it would be appreciated if employees would advise their families and friends that incoming calls must be restricted to urgent/essential matters only.

Employees who choose to ignore these rules will be liable to the Company for the cost of personal calls. They may also become liable for disciplinary action.

## **Mobile Phones**

Employees who have mobile phones are reminded that they should be switched off or 'silenced' and stored in the lockable box.

## **Notice Boards**

The Company provides notice boards to keep employees informed of various aspects of the business. Employees may seek permission to post non-contentious items of interest on these boards.

## **Gambling/Betting**

All forms of gambling/betting are strictly forbidden on the business premises at all times.

## **Security**

Maintaining the security of the buildings is everyone's responsibility. Never permit entry to

the business to any person who is either unable to identify themselves or is unable to provide a suitable reason for being permitted entry outside of our opening times. You are requested to report any suspicious occurrences to the Manager as soon as possible.

### **With Reason Search**

We reserve the right to conduct checks on the persons and property of all employees whilst they are on our premises or engaged on our business.

Where such checks are conducted, care will be taken to ensure that a work colleague accompanies the employee concerned at the time of the search.

In such circumstances you will be asked to remove the contents of pockets, bags, vehicles etc.

You may of course refuse to be searched and we reserve the option to involve the police at any stage.

### **Convictions and Offences**

During your employment, you are required to immediately report to the Company any convictions or offences with which you are charged with the exception of speeding fixed penalty notices.

### **Confidentiality**

You must not disclose any information of a confidential nature relating to the business or its clients except in the proper course of your employment or as required by law.

You must not remove any documents or tangible items which belong to the Company or which contain any confidential information from the Company's premises at any time without proper advance authorisation.

You must return to the business upon request, and, in any event, upon the termination of your employment, all documents and tangible items which belong to the business or which contain or refer to any confidential information and which are in your possession or under your control.

You must, if requested by the Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

### **Paperwork and Administration**

During the course of your employment you will be required to complete business documentation which must be accurate and of a high standard.

### **Communications with the Media**

Only a Director is authorised to make any communication or statement to the media in matters relating to the business.

## **Use of Personal Cameras & Video Filming Equipment**

Employees are not permitted to use personal cameras or video filming equipment on site at any time. This policy includes cameras within mobile phones.

## **Acceptance of Gifts**

Employees should not accept any gifts or hospitality from any customer, supplier or other person without first seeking permission from the Manager. The Manager may grant permission for you to accept a small gift. However, gifts of a value of £50 or more may not be accepted.

All tips are to be shared equally between all staff on shift.

In your employment with this organisation you should never offer a gift or hospitality to a customer, supplier or other person with the intention of gaining a business advantage. Any business gifts or invitations to hospitality events that are issued must always be agreed by the Manager in advance.

If you are found to have accepted or given any bribe you will face disciplinary action, which could include dismissal for gross misconduct.

## **Trips & Outings**

Your conduct on a business trip is very important. When away from the business always ask yourself whether your actions could be misconstrued or could bring the business into disrepute. Any conduct on a trip that fails to meet our high standards will be subject to disciplinary action.

## **References**

It is Company Policy to confirm only dates of employment, job title, short description of role in the Company and whether the individual was recruited with the same title or advanced during their employment with the Company. In addition, the Company will confirm the reason for leaving the Company. References will be provided on Company letter head and it will state that it is not Company policy to complete pro-forma reference requests. This is to ensure that no negative inference is drawn in relation to the reference being sought. References can only be provided by a Director.

# **Company Policies & Procedures**

## **Equal Opportunities Policy**

The Company believes that all employees have the right to be treated fairly, equitably and with dignity at work.

As such the Company will not tolerate discrimination on the grounds of sex, race, colour, disability, age, nationality, religion, sexual orientation or marital status.

Any employee found to have discriminated in this way will be subject to the Company's

Disciplinary Procedures.

Any employee who feels that he/she has been victimised should raise the matter through the Company's Grievance Procedure. The matter will be investigated thoroughly.

### **Alcohol and Substance Abuse Policy**

Employees, regardless of status are not permitted to consume alcohol whilst at work.

Illegal drugs must not be brought on to the premises. Where the Company suspects that an employee is in possession of drugs, the police will be called.

Any employee who has an addiction and requests help will be directed to expert help and advice for support and treatment.

Medicine may cause drowsiness or other side effects. Therefore, you are advised to discuss with the GP or pharmacist the nature of your work to ensure that the medication is compatible.

Any employee suspected of being under the influence of alcohol or drugs at work will be suspended on full pay prior to a thorough investigation. Such an offence will be subject to the Company's Disciplinary Procedure and may result in dismissal.

### **Health and Safety Policy**

It is the responsibility of all employees to make themselves aware of our Health and Safety Policy. All Employees have a duty of care in respect of the health and safety of not only themselves, but of other employees, customers and members of the public.

You must adhere to the general health and safety rules and procedures.

All accidents, no matter how minor, are to be reported without delay. Employees are required to fully cooperate with all subsequent enquiries, as to the cause, consequences and future prevention, of accidents.

### **Personal Protective Equipment**

Where protective clothing or equipment is issued to you, this is done for your protection and must therefore be worn or used at the appropriate times. Failure to wear protective clothing, or use safety equipment, will render the individual liable to disciplinary action. Remember that you have a personal responsibility for your own health and safety and that of others and you should ensure that you exercise this responsibility carefully both through your actions and in the maintenance and care of such clothing or equipment.

### **Inclement Weather Policy**

#### **Purpose**

It is acknowledged that there may be times when it is problematic for staff members to attend work using their normal method of transport. There may have been sudden inclement or adverse weather conditions that cause disruption to the transport infrastructure.

This policy aims to ensure that equal and fair treatment is applied as far as possible to the staff who are unable to attend work, or who have to work a shorter day than normal, due to inclement weather.

It is acknowledged that individual circumstances will vary greatly and therefore it is unlikely that this policy will cover all eventualities. Management discretion may be necessary if there are exceptional circumstances.

## **Definitions**

'Inclement weather' can be defined as snow, ice, fog, floods, which render extremely hazardous journeys by road, by both public and private transport.

'Extremely hazardous' is defined as those conditions in which the police and/or appropriate motoring organisations advise people not to make unnecessary journeys or indeed travel at all.

## **If you are unable to get to work because of the weather**

If there are extreme weather conditions you are expected to make every reasonable effort to get to work, adapting your means of travel if necessary, even if this means you will arrive late.

If you really are unable to attend work because of the weather conditions you must notify the Manager within one hour of your usual start time. In this case you would normally be expected to take the time as annual leave or to make up any time lost within the next 4 weeks.

You may elect to take a day's unpaid leave only with the express authorisation of the Manager. Any exceptions to these guidelines would be at the discretion of the Manager.

Please note that failure to notify the Manager that you are unable to attend work would count as unauthorised absence and therefore be unpaid. Furthermore, it could constitute a disciplinary offence which may result in formal disciplinary action being invoked.

## **If the weather means you arrive late**

If you do arrive late because of inclement weather you will not normally be expected to make up the time lost.

If you know you will arrive late but are attempting to make it in to work, please ensure that the Manager is aware that you are attempting to attend work so that you can be further contacted if the business is closed due to the weather.

## **If the business is closed because of the weather**

In exceptional circumstances, a decision may be made by the Manager to close the business and either allow staff to go home or tell them not to arrive for work. In this instance you would not be required to make up lost hours.

### **If the bad weather continues**

The nature of this policy is to cater for initial, emergency situations. However it is recognised that in some instances bad weather may continue and other services may be affected.

Staff members are requested to consider alternatives to enable them to attend work should the weather not improve or more bad weather is forecasted. It may be that it is reasonable for a staff member to walk to work if public transport is affected or other methods of transport could be considered if driving is not possible.

### **If bad weather prevents you from returning from holiday on time**

You should make contact with the Manager at the earliest opportunity to let them know that your return to work is delayed and when your likely return date will be. You may be required to take additional holiday or make up any hours owed to the Company. In addition if you do not have any untaken holiday you may be allowed to take unpaid leave.

### **If your childcare arrangements break down because of the weather**

There may be circumstances where your inability to attend work is caused by your own child's school or nursery closure. In such circumstances guidance should be sought from the **Time Off for Dependants** section of this handbook.

## **Employee Wellbeing Policy**

### **Purpose**

The purpose of this policy is to support the mental health and wellbeing of all staff. It covers the businesses commitment to employee's health, responsibilities of managers and others, training and communications, support, and how to mitigate psychological risks to employee's health.

### **Our Commitment**

The Company has legal obligations under health and safety legislation to manage risks to the health and safety of employees. In addition to reducing safety risks, this means operating the business in a way that minimises harm to employees' mental health. This includes ensuring that the demands of jobs are not unacceptable, and having policies and procedures in place to support individuals experiencing mental ill health at work.

The Company will put in place measures to prevent and manage risks to employee wellbeing, together with appropriate training and individual support. It will also seek to foster a mentally healthy culture by incorporating these principles into Line Manager training and running regular initiatives to raise awareness of mental health issues at work.

### **Responsibilities**

The Company has a legal duty of care to employees to ensure health at work, as set out in

the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999. The Company will ensure that its policies and practices reflect this duty and review the operation of these documents at regular intervals.

Line Managers will put in place measures to minimise the risks to employee wellbeing, particularly from negative pressure at work. Managers must familiarise themselves with the Health and Safety Executive's stress management standards and use these to mitigate psychological risks in their teams. For example, Line Managers should ensure that employees understand their role within the team and receive the necessary information and support from Line Managers and team members to do their job.

Line Managers must also familiarise themselves with the Company's policies on diversity and tackling inappropriate behaviour in order to support staff, for example on bullying and harassment issues.

Line Managers must ensure that they take steps to reduce the risks to employee health and wellbeing by:

- ensuring that the right people are recruited to the right jobs and that a good match is obtained between individuals recruited and job descriptions/specifications;
- keeping employees in the team up to date with developments at work and how these might affect their job and workload;
- ensuring that employees know who to approach with problems concerning their role and how to pursue issues with senior management;
- ensuring that work areas are regularly assessed to ensure that they are appropriate and fit for purpose; and
- Line Managers will ensure that personal data, including information about individuals' health, is handled in accordance with the Company's data protection policy / policy on processing special categories of personal data.

Employees must take responsibility for managing their own health and wellbeing, by adopting good health behaviours (for example in relation to diet, alcohol consumption and smoking) and informing the Company if they believe work or the work environment poses a risk to their health.

Any health-related information disclosed by an employee during discussions with managers, or any outsourced occupational health service is treated in confidence.

### **Health Promotion Initiatives**

The Company may develop and run a range of health promotion initiatives designed to raise awareness of health and lifestyle issues affecting mental health and wellbeing. These programmes will be evaluated to determine their effectiveness.

The programmes may cover:

- stress management;
  - disability awareness;
  - bullying and harassment;
  - handling violence and traumatic incidents at work;
  - lifestyle behaviours, with voluntary screening (for example in relation to alcohol, drugs and smoking); and
  - physical activity and fitness.
- Employees may also be encouraged to establish clubs and groups designed to foster well being, for example walking or dancing clubs.

## **Training and Communications**

Line Managers and employees will regularly discuss individual training needs to ensure that employees have the necessary skills to adapt to ever-changing job demands. An examination of training needs will be particularly important prior to, and during, periods of Company change.

Line Managers and employees are encouraged to participate in communication/feedback exercises, which may include stress audits and staff surveys. All employees are expected to be aware of the importance of effective communication and to use the media most appropriate to the message, for example team meetings, one-to-one meetings, electronic communications and Company-wide methods. The Company will ensure that structures exist to give employees regular feedback on their performance, and for them to raise concerns.

The Company will consider special communication media during periods of Company change.

If employees believe that their work, or some aspect of it, is putting their wellbeing at risk they should, in the first instance, speak to their Line Manager. The discussion should cover workload and other aspects of job demands, and raise issues such as identified training needs.

A referral to outsourced occupational health may be made if this is considered appropriate.

## **Domestic Abuse Policy**

### **Purpose**

The aim of this policy is to set out the Company's stance on domestic abuse and explain the support the Company can offer to employees experiencing domestic abuse.

The Company understands the risks and consequences of domestic abuse and will take all reasonable action to support any member of staff who is the subject of domestic abuse.

We acknowledge our duty of care towards our employees and understand that this includes a legal responsibility to provide a safe and effective work environment; but to also look after the wellbeing of our employees. We appreciate that confronting domestic abuse is an integral part of this.

We will work hard to foster a supportive workplace culture where employees feel able to talk openly about their experiences and seek appropriate support if they wish to.

### **Definition**

Domestic abuse involves controlling, coercive threatening behaviour, violence or abuse between those who are, or have been, in an intimate relationship or close family relationship. Domestic abuse can involve a single incident or a pattern of incidents. It can take many forms, including:

- psychological abuse
- physical abuse
- sexual abuse
- emotional abuse
- verbal abuse
- economic abuse.

Anyone can suffer from domestic abuse regardless of sex, race, sexuality or religion. It is a criminal offence and can lead to a criminal conviction. We recognise this can be hugely detrimental to the mental health of those experiencing this.

### **Signs that someone may be experiencing domestic abuse**

Signs which may indicate that someone is experiencing domestic abuse may be:

- frequent absence from work, lateness or needing to leave work early • reduced quality and quantity of work or missing deadlines
- spending an increased number of hours at work for no reason • changes in the way an employee communicates - a large number of personal calls or texts or a strong reaction to personal calls
- physical signs and symptoms such as unexplained or frequent bruises or other injuries
- excessive clothing on a hot day

- changes in the amount of make-up worn
- changes in social behaviour, for example, not turning up to work social activities
- obsession with leaving work on time.

### **Action to be taken if employee confides in a manager in the organisation**

The manager will offer reassurance to the employee of the Company's stance towards domestic abuse and outline the support that is to be offered. The manager will not ask the employee for evidence of abuse. If asked for by the employee, the manager will arrange for another manager, of the same sex as the employee, to be their confidante and offer support.

Confidentiality is of utmost importance for managers dealing with an employee who informs them that they are experiencing domestic abuse.

The manager should not directly involve themselves in the situation, by, for example, confronting someone accused of being abusive. Instead, the role of the manager in this situation is:

- to provide support to the employee in the workplace
- to help the employee find professional help, signposting to the appropriate sources.

In terms of practical assistance, the manager may for example:

- encourage the employee to seek professional help i.e., GP, Police, support groups
- for the employee's telephone extension number to be changed if the employee is receiving harassing telephone calls
- agree with the employee how they should respond if the perpetrator attends the workplace
- ensure that the employee does not work alone or in an isolated area • check that the employee has arrangements for safe travel between home and the workplace
- keep a record of incidents which occur in the workplace, eg harassing telephone calls or visits
- consider a temporary change to the employee's working patterns. Managers

should:

- not apportion blame

- be non-judgmental, supportive and
- respect the employee's privacy.

It may be helpful in this situation if the employee is encouraged to speak to their GP. Encouraging the employee to speak to their GP may be helpful and the line manager will facilitate this by allowing time off for work for a visit to take place to any professional support organisation.

### **Action to be taken if the manager suspects that an employee is being subjected to domestic abuse**

Suspicious that an employee is experiencing domestic abuse must be treated in a careful, balanced, and sensitive manner where no evidence is available. The line manager should facilitate a conversation to discuss the issue on a general level. If the employee confirms that they are experiencing domestic abuse, the manager should follow the guidelines set out above.

Training can be made available to managers who need more information.

### **Perpetrators of domestic abuse**

The Company will not tolerate domestic abuse by its employees, and this will be made clear to the perpetrator. The Company will take seriously any allegations towards an employee of domestic abuse and investigations may lead to disciplinary action being taken in line with the Company's disciplinary policy.

When speaking with an alleged perpetrator of domestic abuse, a manager should, if considered necessary, take measures to ensure their own safety such as taking another member of staff to a discussion.

The Company will seek to offer support to perpetrators of domestic abuse if it is evident that they are seeking help to address their behaviour.

If both the individual experiencing domestic abuse and the perpetrator work for the Company, measures must be taken to reduce the impact, such as:

- reassigning duties/roles and
- restricting the perpetrator's access to information about the person they are targeting.

Managers will keep confidential records of any disclosure or action taken in relation to an alleged perpetrator of domestic abuse.

### **Professional help**

The line manager should encourage the employee to independently seek professional help. This may include reporting instances of violence to the police, or seeking help from specialist organisations such as:

- National Domestic Violence Helpline, run in partnership between Women's Aid and Refuge  
Freephone: 0808 2000 247  
[www.nationaldomesticviolencehelpline.org.uk](http://www.nationaldomesticviolencehelpline.org.uk)
- Bright Sky app: [www.hestia.org.brightsky](http://www.hestia.org.brightsky)
- ManKind: [www.mankind.org.uk/help-for-victims](http://www.mankind.org.uk/help-for-victims)
- Employee Assistance Programme

## **Harassment and Bullying Policy**

### **Overview**

This policy applies to all employees, apprentices, contractors, volunteers, agency, and casual workers. If you are an employee, this policy does not form part of your contract of employment. We reserve the right to amend it at any time.

You should read this policy in conjunction with our Equal Opportunities Policy and Grievance Policy. We want to provide a working environment free from harassment, bullying and intimidation. This policy applies in the following contexts:

- anywhere on the Company's premises;
- anywhere off the Company's premises during work-related social events, business events or business trips.

Taking part in any of the following behaviour will lead to action under our disciplinary procedure, and this may lead to your dismissal for misconduct or gross misconduct:

- harassing or bullying anyone else;
- threatening anyone who raises a harassment or bullying complaint; • retaliating against anyone who raises a harassment or bullying complaint; • making allegations maliciously or in bad faith; and/or
- giving false or intentionally misleading information during any investigation.

Before you raise a complaint, you need to remember that the Company has a duty to protect all employees. That means that if you change your mind after complaining, even informally or in confidence, we may choose to investigate anyway. We will, however, not do so without talking to you first.

You should never be victimised or treated less favourably if you raise a harassment or bullying complaint, and you must inform your manager as soon as possible if you believe you have been subjected to this type of treatment.

If you are concerned about your own observations regarding the treatment of another, then sometimes the best approach is for you to challenge the behaviour or speak to your manager informally regarding your concerns.

## **What is harassment?**

Our definition of harassment relates to behaviour connected to what is termed a 'protected characteristic' (please see our Equal Opportunities Policy for the definition of this phrase).

We define harassment as any situation where a worker is subject to uninvited conduct that, as an intended or unintended consequence, violates their dignity in connection with a protected characteristic.

We also define harassment as behaviour that creates a hostile, humiliating, degrading or similarly offensive environment in relation to a protected characteristic. Name calling, lewd comments, excluding colleagues, making insensitive jokes, and displaying pornographic material are all examples of harassment.

Physical, verbal, and non-verbal conduct can all amount to harassment. So can things you say or do online, especially on social media. This policy covers isolated or ongoing incidents of offensive behaviour. When someone treats another person less favourably because they either submit to such behaviour or refuse to do so, we also see that as harassment.

The impact on the victim is very important. People's behaviour can amount to bullying or harassment even if they had no idea it would be perceived that way.

## **What is bullying?**

We define bullying as any behaviour that leaves the victim feeling threatened, intimidated, humiliated, vulnerable, or otherwise upset. There is no need to demonstrate a connection with a protected characteristic to establish a bullying allegation.

As with harassment, physical, verbal, and non-verbal conduct can all amount to bullying. It can take various forms, from extreme behaviour involving violence and intimidation, through to subtle actions such as deliberate exclusion, e.g. 'sending someone to Coventry'.

Constructive criticism about your behaviour or performance from your manager or colleagues is not bullying. It is part of normal employment and management routine and should not be interpreted as anything different.

## **How we deal with harassment and bullying**

Many issues can be resolved informally. Before you use this formal procedure, it's sometimes a good idea to speak with whomever you feel is harassing or bullying you and

explain that their behaviour is unwelcome, inappropriate, or it upsets you. Surprisingly often, they might not realise that their behaviour is having that effect on you (e.g., they might have thought of it as 'banter' and have had no idea that it was upsetting or inappropriate).

Sometimes it is difficult to speak with the perpetrator directly, in which case you should talk to your manager informally and in confidence. Should the issue be with your manager, or there's another reason you would prefer not to discuss it with them, you should instead speak to their line manager or a director of the Company.

If resolving the issue informally proves impossible, you should follow our Grievance Policy. We will treat your complaint in confidence, as far as is possible, and if we find that you have been the victim of harassment or bullying, we will take steps to stop it continuing or recurring. Sometimes, if we think it necessary, we may need to separate you from the person you complain about while we investigate. If that involves moving you to another department on a temporary basis, it is not a pre-judgment of your complaint. It is simply us trying to stop things getting worse during the investigation.

Should we decide that your complaint cannot be substantiated, we will explain why. Either way, we will look at ways of addressing your relationship with the person you accused. We may, for example, change your work pattern or theirs, or change the department in which you or they usually work in.

## **Protecting confidentiality**

Harassment and bullying allegations can raise strong feelings and are always serious, which is why both the Company and the accuser have an obligation to maintain confidentiality as far as possible. This applies at every stage, including the investigation and the outcome.

If you make a harassment or bullying complaint and fail to maintain proper confidentiality at any time during the process, or you are interviewed in connection with someone else's complaint and likewise fail to maintain confidentiality, you may face action under our disciplinary procedure, and this could lead to dismissal for misconduct or even gross misconduct.

## **Staff Behaviour Policy**

### **Introduction**

In a working environment where there are other staff it is important and in everyone's interests for the environment to be harmonious and respectful.

Although we would like to think that this is always the case, this policy recognises that inappropriate staff behaviour, which may include harassment, can take place.

This policy aims to ensure that if inappropriate staff behaviour does occur in the workplace it is dealt with in a serious, sensitive and confidential manner so that the matter can be resolved as quickly as possible for all concerned.

We are committed to tackling incidents of inappropriate staff behaviour swiftly and decisively.

We believe this action is needed to protect the setting, our employees, and our customers.

This policy covers the following areas where inappropriate behaviours may occur at work:

- Language;
- Jokes;
- Sexually explicit language and sexualised behaviour;
- Sexually innuendo;
- Silences and not speaking to each other;
- Banter and Horseplay;
- Flirting;
- Using a mobile phones and cameras at work;
- Aggression;
- Being hungover at work;
- Harassment;
- Bullying;
- Appearance;
- Making a complaint.

### **Language**

Everyone has the right to hear other people speaking to them and each other in a courteous and pleasant manner without the use of slang, unnecessary abbreviations and swear words.

### **Jokes and inappropriate conversations**

Everyone likes to hear a joke, but the joke may not be appropriate for this workplace. Care should be taken when telling a joke that is 'risky' that it doesn't lead to an inappropriate situation.

Inappropriate conversations may also include private conversations about intimate personal relationships, financial concerns, alcoholism, drugs etc. Colleagues do not have to hear conversations at work that embarrass, concern or harass them. The Company will take allegations of this nature very seriously, and disciplinary action may follow.

### **Sexually explicit language/sexualised behaviour**

Talking to another member of staff or customer in a sexually explicit manner is not appropriate in the workplace. Any staff member or visitor who has any concerns regarding another staff member using sexually explicit language or demonstrating sexualised behaviour should contact the Manager/Owner in confidence.

Such behaviour has no place in a childcare environment and will be treated very seriously. Any individual who undertakes to behave in this way will be subject to the disciplinary procedure which may include dismissal for gross misconduct.

### **Sexual Innuendo**

Sexual innuendos have no place in a public environment. Do not make comments that could be construed as sexual innuendo.

### **Silences and not speaking to each other**

Colloquially called 'sending someone to Coventry' the practice of being silent with another person and not speaking to them has no place in our working environment and will be seen as a form of harassment. Staff members are reminded of the need to be professional with each other at work. Any staff member who treats a colleague in such a way will be subject to the Company's Disciplinary procedure.

### **Banter and Horseplay**

Employees should ensure they do not get involved with banter or horseplay at work. Different things affect us all in different ways, and therefore what one individual might think of as harmless could be felt to be serious harassment by another.

### **Flirting**

Staff members should not flirt with each other, with customers, or other visitors to the business.

### **Using a mobile phone or camera at work**

Care should be taken to ensure that staff members understand our policy on Mobile Phones, how they should be stored, when they can be accessed, by whom and when etc. Policies such as these are essential both to protect customers and staff.

### **Aggression at work**

Being aggressive whether directed at colleagues, customers, suppliers, management, equipment or something else is not acceptable staff behaviour. Anyone who is aggressive at work may face disciplinary action which can include dismissal for gross misconduct.

### **Being hungover at work**

There is a fine line with being under the influence of alcohol (a gross misconduct offence) and being hungover. Employees who present themselves for work in what we believe to be a hungover state may face disciplinary action including dismissal for gross misconduct.

### **Harassment**

It is important to note that the question of whether or not behaviour constitutes harassment rests with the person on the receiving end of the behaviour. Friendly, welcome and reciprocated actions are fine, but great care should be taken when interacting with others to distinguish between behaviour that is viewed as welcome and behaviour that is unwanted and potentially offensive to another person. For example, someone tells a joke that they think is funny. Although it was just a bit of fun and the person did not intend to upset anyone, a colleague finds it offensive.

This individual may have a valid claim that they have been harassed. A single incident can constitute harassment, if it is sufficiently serious. Alternatively, a series of relatively minor incidents or actions can be collectively viewed as harassment, in particular if the behaviour persists after the individual has expressed an objection to it or asked for it to stop.

The Company's position is that no harassment of any kind should take place and all employees have a responsibility to ensure at all times that their own behaviour does not offend others.

It is important to remember that harassment:

- depends on the view of the individual on the receiving end of another person's behaviour;
- does not depend on the severity of the behaviour – a joke or a throw-away comment could be perceived as harassment by anyone who hears it
- can include behaviour that an employee sees or hears, even if it is not; directed at that employee and has nothing to do with him or her.

We all have a responsibility to discourage harassment and prevent it from taking place by:

- Being aware of the problems that harassment can cause, and ensuring that our behaviour does not cause others to feel harassed;
- Making our colleagues aware if certain conduct or behaviour is causing concern or offence to ourselves or to others.

Managers and Supervisors have a particular responsibility to prevent harassment taking

place by:

- Being alert to the possibility that harassment may be happening in their area;
- Using their judgement to correct behaviour that could be considered offensive and reminding employees of organisational policy on this matter;
- Taking prompt action to stop harassment as soon as it is identified; • Dealing with all incidents quickly, seriously, sensitively and in confidence.

We will deal with all complaints of harassment promptly, fairly, sensitively and in confidence.

If an employee feels that he or she is unable to deal with a particular situation without support, he/she should ask his/her team leader or the Manager to explain to the person causing offence that their behaviour is unwelcome and must stop. If this initial approach fails to resolve the problem, the employee may use the formal Grievance Procedure. Disciplinary action against the harasser/bully will be considered in all cases where a claim of harassment is substantiated. Please refer to the Bullying and Harassment Policy.

## **Bullying**

Bullying is regarded as any behaviour, occasional or persistent, by anyone that intimidates or oppresses another person, possibly but not exclusively through misuse of authority or power. It invariably has a negative effect on the victim's self confidence, self-esteem and general well-being. It can be subtle in nature and is intended to hurt. It can take place with work colleagues in public or in private, at work or socially.

Examples of bullying may include:

- shouting or swearing at an individual
- persistent, excessive, unfair or unjustified criticism
- public humiliation and/or insults
- constant ignoring of opinions
- withholding information without justification so as to cause difficulty or embarrassment to an individual
- unjustified, excessive monitoring and/or supervision
- setting someone up to fail – for example, setting a target/objective that cannot be achieved
- constant changing of targets for no justifiable reason

- unreasonably blocking requests for leave
- aggressive communications
- intimidating or threatening behaviour.

Please refer to our Bullying and Harassment Policy.

### **Appearance**

Staff members are expected to maintain a high standard of personal appearance at work. They should adhere at all times to the Company's Dress Code. Should our code have an element of flexibility for example with the length of a skirt or the cut of a blouse, staff are expected to exercise good judgement and ensure their appearance is not perceived as too sexual for the workplace.

### **Making a complaint**

Any staff member who wishes to make a complaint under the Inappropriate Behaviour Policy should contact the Manager or if that is not appropriate the owner in the first instance. Any investigation will be handled sensitively and as short a time frame as reasonably practicable.

### **Personal Relationships at Work**

The Company recognises that employees who work together may form personal friendships and, in some cases, close personal relationships.

As a general rule, the Company does not wish to interfere with personal friendships and relationships. However, it must also ensure that employees continue to behave in an appropriate, professional and responsible manner at work and that they continue to fulfil their job duties both diligently and effectively.

It is important for the Company to strike a balance between your right to a private life and the Company's right to protect its business interests. If you embark on a close personal relationship at work, whether the relationship is with a fellow worker, client, customer, supplier or contractor, you are bound by the following provisions:

- You must not allow your relationship to influence your conduct at work. Intimate behaviour during normal working hours or on Company or client premises is prohibited. This includes, but is not limited to, holding hands, other close physical contact, discussions of a sexual nature or kissing.
- If you embark on a relationship with another employee in your department, you should declare this to your line manager as soon as reasonably practicable.
- If you are a manager and you embark on a relationship with a more junior

member of staff, you should declare this to your Line Manager as soon as reasonably practicable. This is particularly important if you are the Line Manager of the employee because of the risk of the junior employee being afforded more favourable treatment, or less favourable treatment if the relationship subsequently breaks down. In order to avoid a situation where you have managerial authority over a junior member of staff with whom you are having a relationship, the Company reserves the right to elect to transfer one or both of you to a job in another department, either on a temporary basis or permanently. The Company will first consult with both of you to try and reach an amicable agreement on transfer.

- If you begin a relationship with a client, customer, supplier or contractor and your relationship allows the potential for you to abuse your level of authority, you must declare the relationship to the Managing Director as soon as reasonably practicable. In these circumstances, the Company reserves the right to elect to transfer you to a job in another department where you will not be able to exert undue influence over the other party, either on a temporary basis or permanently. The Company will first consult with you to try and reach an amicable agreement on transfer.
- If a personal relationship (or the breakdown of a personal relationship) starts to affect your performance or conduct at work, then your Line Manager will speak to you with a view to your previous level of performance or conduct being restored. However, if your performance or conduct fails to improve or it reverts to the problem level, the matter will become a disciplinary one.

If you are having or have had a personal relationship and you are found to have afforded either more or less favourable treatment to the other employee because of this relationship or you have exercised undue influence over a client, customer, supplier or contractor, this is a disciplinary matter. Depending on the seriousness of the offence, it may amount to potential gross misconduct and could result in your summary dismissal.

## **Gossiping Policy**

### **Introduction**

Confidentiality and professionalism are paramount to the operation of our business. We are dedicated to both encouraging and maintaining a productive working environment through which our employees can work together in a professional manner. We understand that staff are going to interact during the working day and conversations may arise that do not relate to ongoing work or projects.

It is not our intention to prohibit such conversations, as we believe they are necessary for the continued wellbeing of our staff.

However, it is vital that general workplace discussions do not develop into unregulated gossip that could cause issues relating to safeguarding, staff relations, create a hostile working environment or allow false information regarding business operations to spread.

Gossiping can undermine the reputation of the business and jeopardise its future. If staff have genuine concerns, they must raise these with their Line Manager to aim to resolve these as quickly as possible. If this does not achieve this, they can use the Grievance Procedure.

Gossip can also be a form of bullying and harassment and, to this end, this policy should be read in tandem with other policies on these areas in the Employee Handbook.

The purpose of this policy is to outline and clarify what is considered to be gossip and expectations placed on staff to avoid this situation arising.

Breaches of confidentiality may be a disciplinary matter and can lead to summary dismissal for gross misconduct.

### **What is gossip?**

Gossiping can be present in the following circumstances:

- discussing the personal lives of parents/carers/families or colleagues whilst they are not present.
- negative conversations that serve to criticise colleagues or parents/carers/families.
- repeating unsubstantiated information that could potentially harm a colleague or parents/carers/families reputation, both professionally and personally.
- spreading or repeating rumours about a colleague or parents/carers/families.
- repeating information about a parent/carers/families or colleagues told to you in confidence.

Some people find it difficult to understand what is gossip and what is not. We ask staff to consider what they are about to say before they say it; if they feel they need to lower their voice, it could suggest what they are about to say could be considered gossip or a breach of confidentiality.

For example, an employee raises issues over their colleague's conduct to their manager. They do not mention this to anyone else. This is not gossip as the employee has carefully only discussed their concerns with management, and therefore left the matter for management to investigate further.

Alternatively, this same employee doesn't speak to management and instead talks about their concerns with the other colleagues, causing them to doubt the individual in question and preventing the issue to be constructively dealt with by management. This is gossip and the employee should avoid this behaviour.

To give another example, an employee overhears private information concerning a family

or colleague's personal life. They discuss this with their friends at work and in the local pub causing rumours to spread around the workplace and community. This would be considered gossip.

This same employee also hears rumours that the employer could be implementing a redundancy procedure. They keep this to themselves and go to the Manager with their concerns. This is not gossip as the employee has spoken to management before telling colleagues what they have heard and therefore prevented this becoming an unsubstantiated rumour.

### **Responsibilities on staff to combat gossip**

Everyone is responsible for preventing instances of gossip occurring. Staff are expected to conduct themselves in such a way that serves to prevent gossip. This can be done by following the below guidance:

- do not speak about another person when they are not present unless it is to compliment or praise them or ask questions related to work.
- refuse to participate in conversations that are talking about colleagues/parents/carers/families in a detrimental and /or negative light.
- do not respond, or forward, an email containing derogatory information about any third party connected with the workplace, either in work or out of work.
- halt or leave a conversation which starts to gossip about others
- try to keep to your own business.

If you hear other members of staff gossiping, you are expected to report this to the Manager, from which further inquiries will be made.

Employees are expected to maintain these standards not just in the workplace, but also in any dealings outside of work.

### **Responsibilities on management to combat gossip**

Supporting this Policy, management will ensure that this topic is covered at induction and also during Supervision.

It is the responsibility of management to be mindful of instances of gossip occurring and respond accordingly. If a manager does witness conversations that they feel serve to breach this policy, they may intervene, and further action may be taken.

Isolated incidents of gossip may result in an informal discussion being had with the staff concerned in order to remind them of this policy and inform them further action may be taken if they do not cease this behaviour.

However, action taken at this point will depend upon the situation and the seriousness of any potential implications.

More serious forms of gossip, or employees who are considered habitual gossipers, may be subject to further sanctions in line with the disciplinary policy.

Where the actions are determined to be a breach of safeguarding this may result in summary dismissal for gross misconduct.

If employees have any questions relating to this, they can speak in confidence to their Line Manager.

## **Social Networking and Personal Internet Presence Policy**

### **Purpose and Scope**

The purpose of this policy is to protect our employees, the reputation of employees, and the reputation of the business. Additionally, the policy aims to protect the customers from difficulties arising from staff usage of social networking and personal internet sites.

The Company recognises that such sites are increasingly useful and enjoyable communication tools and acknowledges the right of staff to freedom of expression. We also recognise that such platforms are engaging, and can support the setting in building its client base. Therefore, we need to protect such communications which reflect on our setting reputation.

Staff must be aware of the potential legal implications of material which could be considered abusive or defamatory.

### **Aims**

This guidance applies to social networking sites, personal web pages, and personal space provided by internet providers and internet presence including sites such as Facebook, Instagram, Tik Tok, Twitter etc. These platforms make available personal views to the general public.

This policy also concerns with messaging services, such as WhatsApp, Facebook Messenger, Snapchat, and other forms of direct/ private messaging.

It is important that employees including temporary workers, use their personal internet presence and social media in a way which does not adversely affect the Company's reputation. This includes its reputation as an employer, and as a business.

### **Process**

Please do not make reference to your employment here on a personal internet site as outlined above, or if you intend to create such a site, you should not make reference to your Company or display photographs of yourself in setting uniform.

You will remove any photographs from your site or that of others that are a cause for concern to the Company as soon as practicable after the Company brings this to your attention.

Do not bring the Company or fellow colleagues into disrepute (including sexual, illegal or offensive content, or content alluding to this) by way of social media, messaging services, or personal internet presence.

- Do not use social media, message services or personal internet presence to attack or abuse colleagues, Managers, or customers;
- You must not engage in bullying or harassment. This includes – but is not limited to - the exclusion of others in social media and messaging groups, and closed secret groups;
- Do not reveal information which is confidential information obtained in the course of your employment with the Company;
- Do not include or disclose contact details or photographs of fellow staff without their express permission;
- Do not 'add' fellow staff or managers in messenger groups without their express permission. For example, WhatsApp displays the contact numbers of individuals when they're added into a group. This may be liable to a breach in data protection;
- Do not breach copyright;
- Do not post libel or defamatory content;
- You must not use the name of the Company to promote any products or services, or political opinions.

### **Enforcement**

Using social media, messenger services, and personal internet presence to refer to or notify business or personal contacts of an employee's new employer, may be seen as an attempt to solicit customers or poach staff. This may result in civil proceedings being brought against the individual.

The Company reserves the right to check the social media accounts of employees for monitoring purposes.

The Company reserves the right to take action under the Disciplinary Procedure if necessary, where a breach of this procedure occurs. This may include a request for 'screenshots' which demonstrates the alleged breach.

## **CCTV Policy (Delete if not applicable)**

### **Introduction**

The business uses closed circuit television (CCTV) images to provide a safe and secure environment for the customers, employees and for visitors to the setting, and to protect the business property.

This policy sets out the use and management of the CCTV equipment and images in compliance with the Data Protection Act 1998 and the CCTV Code of Practice.

The CCTV facility records images only. There is no audio recording i.e. conversations are not recorded on CCTV (but see the section on covert recording).

### **Purposes of CCTV**

The purposes of the business installing and using CCTV systems include:

- To assist in the prevention or detection of crime or equivalent malpractice.
- To assist in the identification and prosecution of offenders.
- To monitor the security of the business premises.
- To ensure that health and safety rules and business procedures are being complied with.
- To assist with the identification of unauthorised actions or unsafe working practices that might result in disciplinary proceedings being instituted against employees and to assist in providing relevant evidence.
- To promote productivity and efficiency.

### **Location of Cameras**

Cameras are located at strategic points throughout the business premises, principally at the entrance and exit points. The business has positioned the cameras so that they only cover communal or public areas on the business premises and they have been sited so that they provide clear images. No camera focuses, or will focus, on toilets, shower

facilities or changing rooms.

All cameras (with the exception of any that may be temporarily set up for covert recording) are also clearly visible.

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

### **Recording and Retention of Images**

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

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

As the recording system records digital images, any CCTV images that are held on the hard drive of a PC or server are deleted and overwritten on a recycling basis and, in any event, are not held for more than one month. Once a hard drive has reached the end of its use, it will be erased prior to disposal.

Images that are stored on, or transferred on to, removable media such as CDs are erased or destroyed once the purpose of the recording is no longer relevant. In normal circumstances, this will be a period of one month. However, where a law enforcement agency is investigating a crime, images may need to be retained for a longer period.

### **Access to and disclosure of images**

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

The images that are filmed are recorded centrally and held in a secure location. Access to recorded images is restricted to the operators of the CCTV system and to those line managers who are authorised to view them in accordance with the purposes of the system. Viewing of recorded images will take place in a restricted area to which other employees will not have access when viewing is occurring. If media on which images are recorded are removed for viewing purposes, this will be documented.

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

- The police and other law enforcement agencies, where the images recorded could assist in the prevention or detection of a crime or the identification and prosecution of an

offender or the identification of a victim or witness.

- Prosecution agencies, such as the Crown Prosecution Service.
- Relevant legal representatives.
- Line and Senior managers involved with disciplinary and performance management processes.
- Individuals whose images have been recorded and retained (unless disclosure would prejudice the prevention or detection of crime or the apprehension or prosecution of offenders).

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

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

### **Individuals' access rights**

Under the Data Protection Act 2018, individuals have the right on request to receive a copy of the personal data that the business holds about them, including CCTV images if they are recognisable from the image.

If you wish to access any CCTV images relating to you, you must make a written request to the Data Protection Officer. Your request must include the date and approximate time when the images were recorded and the location of the particular CCTV camera, so that the images can be easily located and your identity can be established as the person in the images. The business will respond promptly and in any case within 1 month of receiving the request.

The business will always check the identity of the employee making the request before processing it.

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

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

### **Covert recording**

The business will only undertake covert recording with the written authorisation of the Managing Director (or another senior director acting in their absence) where there is good

cause to suspect that criminal activity or equivalent malpractice is taking, or is about to take, place and informing the individuals concerned that the recording is taking place would seriously prejudice its prevention or detection.

Covert monitoring may include both video and audio recording.

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

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

### **Staff training**

The business will ensure that all employees handling CCTV images or recordings are trained in the operation and administration of the CCTV system and on the impact of the Data Protection Act 2018 with regard to that system.

### **Implementation**

The Data Protection Officer is responsible for the implementation of and compliance with this policy and the operation of the CCTV system and they will conduct a regular review of our use of CCTV. Any complaints or enquiries about the operation of the CCTV system should be addressed to them.

### **Disciplinary and Capability Procedure**

#### **Purpose and Scope**

This Procedure applies to all employees of the Company. **This procedure is non contractual.**

This procedure is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance. The aim is to ensure consistent and fair treatment for all in the organisation.

#### **Principles**

Informal warnings will be used where appropriate to resolve problems. No Disciplinary Action will be taken until the case has been fully investigated.

At every stage in the formal procedure the employee will be made aware of the nature of the complaint against him or her and will be given the opportunity to state his or her case before any decision is made.

Written notification of a formal disciplinary and capability meeting will be issued to an employee. This will state the nature of the complaint and advise the employee of the right of accompaniment.

At all stages of the procedure the employee will have the right to be accompanied to disciplinary/capability meetings by a work colleague or trade union representative.

A range of potential sanctions are possible under our Disciplinary Policy. These include a warning or an extension of a warning, a change of duties, redeployment to another role (at the same or lower level – including demotion with a reduction in salary), and dismissal.

An employee will have the right of appeal against any formal penalty imposed or action taken.

### **The Formal Disciplinary Procedure**

Where conduct is unsatisfactory but the matter is not serious misconduct, the employee will normally be given a first written warning about the conduct as the first stage of the disciplinary procedure.

A copy of the first written warning given by the Manager will be made and retained on the individual's personal file for a period of 6 months, but will then be considered spent, subject to the achievement of sustained satisfactory conduct.

The employee will be made aware that the first warning they are issued with is the first stage of the disciplinary procedure and what improvement in their conduct is needed. They will be given the right of appeal.

Where a first warning has been issued and no sustained improvement in conduct is made, or where the misconduct is serious enough the employee will be issued with a final written warning.

A copy of the final written warning will be placed on the individual's personal file and will be disregarded for disciplinary purposes after 1 year.

This will give details of the complaint, the conduct required, and the timescale. It will also warn that failure to improve may lead to dismissal or some action short of dismissal and will refer to the right of appeal.

### **The Formal Capability Procedure**

Where performance does not meet acceptable standards the first stage will involve the employee being given a First Improvement notice.

The first improvement notice will set out the performance problem, the improvement required and any help or assistance to be given.

The individual will be advised that this constitutes the first stage of the capability procedure. The first improvement notice will be kept on file for a period of 6 months, but will then be considered spent, subject to the achievement of sustained satisfactory performance.

Where a first improvement notice has been issued and no sustained improvement in performance is achieved, or where the performance is so serious, the employee will be issued with a final improvement notice.

This will give details of the complaint, the improvement required, and the timescale.

It will also warn that failure to improve may lead to dismissal or some action short of dismissal and will refer to the right of appeal.

A copy of the final improvement notice will be placed on the individual's personal file and will be disregarded for capability purposes after 1 year, subject to the achievement of sustained and satisfactory performance.

If there is still a failure to improve, the final step may be dismissal or some action short of dismissal.

In some circumstances alternatives may be considered as an alternative to dismissal. This may include deployment to a different role, demotion on reduced pay and/or extending your final written warning period to allow further time to assess whether the necessary standards are being achieved and sustained.

## **Dismissal**

If the employee is dismissed for performance or for repeated misconduct, the dismissal will be with notice.

Where gross misconduct has been committed, the employee may be summarily dismissed without notice.

The employee will receive written notification of the reason for dismissal and will be given the right of appeal.

Authority to dismiss is reserved for the Manager/Director of the business.

## **Gross or Serious Misconduct**

Acts which constitute gross misconduct, are listed below. It is to be emphasised that this list is not to be regarded as a complete or exhaustive one.

- Theft, fraud and deliberate falsification of records;
- Failure to report a conviction that results in a DBS being obtained that would not be acceptable to the Company;

- Fighting, assault on another person;
- Serious bullying or harassment;
- Conviction for assault;
- Deliberate damage to the Company's, child's, parents or colleague's property;
- Serious insubordination;
- Discrimination;
- Refusal to follow a reasonable management instruction;
- Serious breach of Behaviour Management Policy;
- Misuse of the Company's property or name;
- Bringing the Company into serious disrepute;
- Being under the influence of alcohol or illegal drugs whilst on duty;
- Serious breach of medication policy;
- Serious negligence which causes or might cause unacceptable loss, damage or injury;
- Serious breach of health and safety;

In some circumstances it may be appropriate for the employee to be suspended on full pay, to enable a full investigation to be carried out. This suspension is a neutral act and its use does NOT imply any guilt.

Suspension will be kept as short as possible and will be on full pay.

### **Appeal**

An employee has the right of appeal against the outcome of a disciplinary hearing. This appeal must be received in writing within 5 days of the hearing and must state the grounds of the appeal.

The appeal will be heard by a Senior Manager/Director or independent HR Consultant. His/Her decision will be final.

**At an appeal the disciplinary penalty imposed will be reviewed.**

### **Grievance Procedure**

#### **Purpose and Scope**

This Procedure applies to all employees of the Company. **This procedure is non contractual.**

This procedure is designed to outline the procedure to be followed where an employee or group of employees wishes to raise a formal grievance with their Company.

The aim of this procedure is to deal with all grievances, fairly, consistently and speedily.

### **Principles**

Employees should aim to deal with most grievances informally with their Line Manager.

If a grievance cannot be settled informally, the employee should raise it formally with the Manager or a Director.

Employees have the right to be accompanied to a grievance meeting by a work colleague or union representative.

### **The Procedure**

The first stage of the grievance procedure is for the employee to advise the Manager of the nature of their grievance in writing.

The Company will then arrange a grievance hearing as soon as possible where the employee will have the opportunity to discuss their grievance. The employee will have the right to be accompanied at this meeting by a work colleague or union representative.

The Company reserves the right to adjourn any grievance meeting where further investigation is required.

Following the grievance meeting the employee will be sent a letter of grievance outcome. Within this letter the employee will be advised of their right of appeal if they are not satisfied with the decision.

If the employee wishes to appeal against the decision of the grievance meeting, they must appeal in writing within 5 days giving the grounds for the appeal.

The Company will arrange an appeal hearing to take place. The employee will have the right of accompaniment to the appeal hearing.

Following the appeal hearing the Manager or HR Consultant that heard the appeal will write to the employee and give their decision. Their decision will be final.

### **Malicious Grievances**

Any employee found to have made a malicious grievance may be subject to disciplinary action.

## **Maternity Procedure**

### **Purpose and Scope**

This Procedure applies to pregnant employees and new mothers.

### **Procedure**

The following notice periods must be complied with in order to safeguard employment rights.

You must notify the Manager in writing by the 15<sup>th</sup> week before the EWC (expected week of confinement) of the following:

- That you are pregnant;
- The Expected Week of Confinement (EWC);
- The date on which you wish to start your maternity leave.

You should provide the Manager with the MATB1 form issued to you by your midwife.

Within 28 days the Company will respond to you in writing to confirm your date of return to work. You can change the date you wish to return to work by giving 8 weeks written notice to the Company.

### **Ante-Natal Care**

You are entitled to paid time off to attend antenatal appointments during your working hours. In order to receive payment an appointment card must be produced confirming the appointment and you will be expected to return to work after your appointment wherever possible.

### **Statutory Maternity Leave**

Statutory Maternity Leave is made up of Ordinary Maternity Leave and Additional Maternity Leave. You are entitled to 52 weeks statutory maternity leave and have the right to return to your old job.

The first 26 weeks of maternity leave is known as Ordinary Maternity Leave (OML).

These rights apply regardless of your length of service or the number of hours you work.

If you work full time you have the right to return full time and the right to request to return part time. You do not have the right to return part time.

The Company will discuss any request to return part time with you and where possible will

offer part time work. Requests should be made in writing and as much notice as possible should be given.

You can start ordinary maternity leave at any time from the 11<sup>th</sup> week prior to the expected week of confinement (EWC).

### **Additional Maternity Leave (AML)**

Additional Maternity Leave (AML) is the second 26 weeks of maternity leave. Since 1<sup>st</sup> October 2008 mothers accrue contractual holiday entitlement during ordinary and additional maternity leave.

### **Returning to Work**

If you take your full entitlement to maternity leave your return date will be the date previously notified to you in writing by the Company. If you wish to return early you must give 8 weeks' notice in writing to the Company with your new return date.

### **Statutory Maternity Pay**

To qualify for Statutory Maternity Pay (SMP) you must have 26 weeks continuous service at the end of the 15<sup>th</sup> weeks before the EWC.

Rates for the flat rate of SMP change annually. You should contact the business Manager if you are unsure as to the current rate of Statutory Maternity Pay.

The following will apply:

- 6 weeks at 90% of normal weekly earnings over a reference period of 8 weeks immediately before the calculation date;
- 33 weeks at the flat rate of SMP.

If you don't qualify for SMP you may qualify to receive Maternity Allowance from the Benefits Agency.

### **Sickness Absence during Pregnancy**

If you are absent from work because of a pregnancy related illness or reason during the 4 weeks before your EWC your ordinary maternity leave begins on your first day of absence. If the pregnancy related absence begins before the fourth week prior to the EWC your ordinary maternity leave starts on the fourth week.

### **Working during Maternity Leave**

Since 2007 employees who work for the Company during their maternity leave to facilitate training or keeping in touch will not lose any Statutory Maternity Pay.

The maximum number of days an employee receiving maternity pay can attend work is 10 days in the SMP period. For the purposes of the regulations any work carried out in a day counts a 1 day's work.

Keeping in touch days can only be worked with the express permission of the Company. Should the Company wish the employee to work a Keeping in Touch Day, contact will be made with the employee on leave and they will be asked if they are able to attend.

Similarly, should an employee on maternity leave feel able to attend work for a Keeping in Touch Day, the employee should discuss this with the Manager.

## **Paternity Leave Policy**

### **Eligibility**

There are different eligibility requirements depending on the reason why paternity leave is to be taken.

#### **Paternity leave following the birth of a child**

You will be eligible for paternity leave and pay if you:

- are the father of the child or the husband or partner of the mother (including same-sex partner);
- have worked for the Company for a minimum of 26 weeks by the 'notification week' (i.e. the end of the 15th week before the expected week of childbirth (EWC)) or, for adoption paternity leave, by the end of the week in which the child's adopter is notified of matching;
- have or expect to have responsibility for the upbringing of the child if you are the father or expect to have the main responsibility for the upbringing of the child if you are the mother's husband or partner but not the child's father; • have given the correct notice;
- have not taken a period of shared parental leave in respect of the child.

#### **Paternity leave following adoption**

You will be eligible for paternity leave and pay on the adoption of a child if you:

- have or expect to have the main responsibility for the child's upbringing; • are either married to or the partner of the child's adopter;
- have worked continuously for the Company for 26 weeks ending with the week in

- which the child's adopter is notified of having been matched with the child;
- have given the correct notice and complied with any requirements to produce evidence;
- have not taken a period of shared parental leave in respect of the child.

### **The length of paternity leave**

You can choose to take either one week or two consecutive weeks' paternity leave (not occasional days or separate weeks) and you can choose to start your leave:

- from the date of the child's birth or adoption (whether this is earlier or later than expected) or
- on a chosen day after the date of the child's birth or adoption (whether this is earlier or later than expected) or
- (in the case of birth) from a chosen date which is later than the first day of the EWC or
- (in the case of adoption) on a predetermined date that is later than the date on which the child is expected to be placed with the adopter.

If the child is born before the EWC, paternity leave must be taken:

- within 56 days of that date or
- within 56 days of the actual date of birth of the child.

Only one period of leave will be available to you even if more than one child is born as the result of the same pregnancy, or you adopt more than one child.

### **Paternity Pay**

During your paternity leave you may be entitled to statutory paternity pay (SPP) from the Company. SPP will be at the rate which is in force at the time.

In this paragraph, relevant period means:

- In birth cases, the eight-week period ending immediately before the 14th week before the EWC.
- In adoption cases, the eight-week period ending immediately before the week in which you or your spouse, civil partner or partner were notified of being matched with the child.

If you take Ordinary Paternity Leave (OPL) in accordance with this policy, you will be entitled to ordinary statutory paternity pay (“OSPP”) if, during the relevant period, your average weekly earnings are not less than the lower earnings limit set by the government.

OSPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90 per cent of your average weekly earnings calculated over the relevant period if this is lower. For details of the current prescribed rate, please ask a Director.

You should discuss your particular circumstances with your local social security office (Department for Work and Pensions) as you may be eligible for further financial support, such as housing benefit, council tax benefit, tax credits or a Sure Start Maternity Grant.

### **Paternity leave following the birth of a child**

You are required to inform us of your intention to take paternity leave in or before the 15th week before the EWC, unless this is not reasonably practicable. You will need to inform the Company in writing of:

- the week the baby is expected;
- whether you wish to take one or two weeks’ leave;
- when you want the leave to start.

You must inform us, in writing, as soon as is reasonably practicable after the child’s birth, of the date on which the child was born.

You may be required to give The Company a signed declaration that you wish to take paternity leave to care for a child or support the child’s mother and that you satisfy the eligibility criteria as set out at the beginning of this policy.

If you have given notice of your intention to take paternity leave and wish to change the date that your paternity leave begins, you must give written notice 28 days before the new period of leave is due to start.

### **Paternity leave following the adoption of a child**

You must inform us of your intention to take paternity leave no more than seven days after the date on which the adopter is notified of having been matched with the child. If that is not reasonably practicable, you must notify us as soon as possible. You will need to specify:

- the date on which the adopter was notified of having been matched with the child;
- the date on which the child is expected to be placed with the adopter;
- whether you wish to take one or two weeks’ leave;

- when you want the leave to start.

### **Return to work after paternity leave**

You are entitled to return to the same job following no more than two weeks' paternity leave.

If, however, you take two or more consecutive periods of statutory leave (which could include additional paternity/adoption of more than four weeks), you will be entitled to return to the job in which you were employed before your absence. If that is not reasonably practicable for the Company, then you are entitled to return to another job which is both suitable and appropriate in the circumstances.

You have the right to return:

- with your seniority, pension rights and similar rights
- on terms and conditions not less favourable than those which would have applied if you had not been absent.

You will not be subject to any detriment by the Company because you took or sought to take paternity leave.

### **Parental Leave Policy**

#### **Purpose**

Currently employees who are parents of children who are under 18 years of age and who have one year's continuous service are eligible to take unpaid parental leave.

Employees who qualify have a right to take up to 18 weeks' unpaid parental leave in total for the purposes of caring for a child. The right to take leave applies in relation to each of the employee's children, including twins or other multiple births.

What amounts to "caring for a child" is construed quite widely and could include simply spending more time with the child or visiting other family members. Leave is in blocks of 1 week unless the child is in receipt of disability living allowance, in which case leave can be taken in blocks of 1 day.

#### **Eligibility**

Parental leave is only available for employees who have at least one year's continuous service.

If an employee has taken leave with a previous Company they can only take any remaining parental leave once they have completed a year's service.

Both parents of a child are eligible to take parental leave.

The Company reserves the right to request the evidence below, in order to assess eligibility for parental leave:

- that you have or expect to have parental responsibility for the child in relation to whom leave will be taken;
- the child's date of birth;
- the date of adoption placement (in respect of adoptive parents); • the child's entitlement to disability living allowance (if appropriate) to permit the employee to take leave in blocks of one day rather than one week.

### **Procedure**

An employee who wishes to take parental leave must give the Company at least 21 days' notice and state the dates on which he/she wishes the period of leave to start and end.

The Company can postpone the parental leave if it considers that the operation of the business would be unduly disrupted by the employee taking leave at that time. It must do this within seven days of receiving the employee's notice.

If the Company has to decline the leave, the Company will:

- agree to allow the employee to take the same period of leave at a specified later date;
- consult the employee about the new start date, which must be within six months of the date the employee originally requested;
- write to the employee confirming the postponement, the reasons for it and the new dates when leave will start and end.

Details of the amount of parental leave taken will be passed on to any future Company if requested.

## **Invitro-Fertility Treatment (IVF) Policy**

### **Purpose**

This policy is intended to clarify the support arrangements to employees who are undergoing IVF or other fertility treatment. The Company acknowledges the emotional pressures of undergoing IVF treatment and understands the potential anxiety and distress which individuals may suffer when going through such treatment. It is the Company's intention to support staff members when undergoing this procedure.

## **Supportive Management Action**

When a Manager has been informed that a member of staff is undergoing or is likely to be undergoing IVF or other fertility treatment, they will ensure that the employee is supported and made aware of the provisions outlined in this policy.

The intention is that this policy will provide a consistent level of support to members of staff who are undergoing such treatments.

## **Confidentiality**

The Company will maintain strictest confidentiality and will respect the dignity of the individual at all times during any treatment. The Company recognises its responsibilities under the Data Protection Act with regards to the processing of sensitive data.

## **Time off for IVF appointments**

The Company operates a system of unpaid time off for medical appointments. The employee may request unpaid time off for medical appointments with regards to the IVF. Where possible the Company will try and accommodate those requests. The Company asks that as much notice as possible is given to enable the Company to find cover for the absent employee.

## **Implantation**

The Company will treat the employee as pregnant from the date of implantation of the fertilized ova, the employee will therefore need to inform the Company of the date of implantation. A pregnancy risk assessment will be carried out ensuring the safety of the employee, also highlighting the Manual Handling Procedure.

## **Time off for Antenatal Appointments**

From the point of implantation of the fertilised ova the employee is entitled to reasonable paid time off for antenatal appointments with a registered medical practitioner, registered midwife, or registered nurse. The Company reserves the right to ask to see the appointment card except for the first appointment. From here on the Company's Maternity Policy and Procedure can be followed.

## **Adoption Leave Policy**

### **Introduction**

This document sets out the Company's policy on adoption leave and pay for employees adopting a child. The Company implements the adoption rights set out in legislation.

The Company recognises that, from time to time, employees may have a question or concern relating to their adoption rights. In this respect, it is our policy to encourage open

discussion between you and your line manager to ensure that questions and problems can be aired and resolved as quickly as possible.

The adoption regulations are complex and so you should clarify the relevant procedures with your Manager who will seek advice to ensure that they are followed correctly.

### **Entitlement to adoption leave**

In order to qualify for the right to take adoption leave, you must be adopting a child through an approved adoption agency.

If you are jointly adopting a child with your spouse or partner or civil partner, only one of you will be entitled to take adoption leave. You can choose which adopter will take adoption leave. The other adoptive parent will normally be entitled to take paternity leave, provided they meet the relevant eligibility criteria.

The right to adoption leave is not available to a step-parent who adopts their partner's child.

A foster parent may be eligible for adoption leave if they go on to adopt a child but only if the child that the employee fostered is then matched with them for adoption by an approved adoption agency (it does not include adoption via a court order) and the child is then actually placed with them for adoption.

In addition, where the date of placement of the child for adoption since 2015, dual approved prospective adopters in the 'fostering for adoption' scheme who have a child placed with them under section 22C of the Children Act 1989 with a view to them adopting that child are entitled to take adoption leave.

Where an employee is to become a parent through a surrogacy arrangement if the employee has applied for a parental order under section 54 of the Human Fertilisation and Embryology Act 2008 in respect of the child, or they are eligible for and intend to apply for such an order, or they have already obtained such an order, they will be entitled to take adoption leave in respect of that child.

An employee who intends to apply for an order may be required to provide statutory declarations as to eligibility to apply for a parental order and intention to apply for such an order. The other intended parent in the surrogacy arrangement may then be entitled to take paternity leave.

### **Notification of adoption leave**

If you wish to take adoption leave, you must inform your Manager in writing of your request no later than seven days after the date on which notification of the match with the child is provided to you by the adoption agency. You must provide written details of the date on which you were notified of having been matched with the child, the date the child is expected to be placed with you for adoption and when you want your adoption leave to

start.

As evidence of your entitlement to adoption leave, you will also be required to provide a copy of the relevant matching certificate and adoption papers from the adoption agency.

You are permitted to bring forward your adoption leave start date, provided you advise the Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. You may also postpone your adoption leave start date, provided you advise the Company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The Company will formally respond in writing to your notification of your leave plans within 28 days, confirming the date on which you are expected to return to work if you take your full 52-week entitlement to adoption leave.

### **Adoption leave**

Assuming you are eligible, you are able to take up to 26 weeks' ordinary adoption leave and up to 26 weeks' additional adoption leave, making a total of 52 weeks. This is regardless of the number of hours you work. Additional adoption leave begins on the day after ordinary adoption leave ends.

Adoption leave can start on the day the child is placed with you for adoption (whether this is earlier or later than expected) or on a date that is up to 14 days before the expected date of placement.

### **Ordinary adoption leave**

During the period of ordinary adoption leave, 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 life assurance, private medical insurance, permanent health insurance, private use of a Company car or laptop and gym membership) will continue, contractual annual leave entitlement will continue to accrue and pension contributions will continue to be made. Your pension contributions will be based on the amount of actual pay you are receiving whilst the Company's contributions will be based on the salary you would have received had you not gone on adoption leave (i.e. it will continue to make any Company contributions that it usually makes). You may wish to increase your own contributions to make good any shortfall whilst you are in receipt of less than your usual salary.

Salary will be replaced by statutory adoption pay (SAP) if you are eligible to receive it.

You are encouraged to take any outstanding annual leave due to you before the commencement of ordinary adoption leave. You are reminded that, as a general rule, holiday should normally be taken in the year that it is earned and therefore if the holiday year is due to end during adoption leave, you should try to take the full year's entitlement before starting your adoption leave.

## **Additional adoption leave**

During the period of additional adoption leave, your contract of employment again continues in force and, as is the case during the period of ordinary adoption leave, you are entitled to receive all your contractual benefits, except for salary. Any benefits in kind will continue and contractual annual leave entitlement will continue to accrue.

Salary will be replaced by SAP for the first 13 weeks of additional adoption leave if you are eligible to receive it. The remaining 13 weeks of additional adoption leave will be unpaid.

During the period of paid additional adoption leave (i.e. when you are still receiving SAP), your pension contributions will be based on the amount of actual pay you are receiving whilst the Company's contributions will be based on the salary you would have received had you not gone on adoption leave. You may wish to increase your own contributions to make good any shortfall whilst you are in receipt of less than your usual salary. However, unless the pension scheme rules or your contract of employment provide otherwise, the Company will not make contributions during any period of unpaid additional adoption leave. Subject to the pension scheme rules, you may make member contributions during this time.

## **Statutory adoption pay (SAP)**

SAP is payable for up to 39 weeks during adoption leave. You are entitled to SAP if:

- You have been continuously employed by the Company for at least 26 weeks at the end of the matching for adoption week and you are still employed during that week;
- Your average weekly earnings in the eight weeks up to and including the matching week are not less than the lower earnings limit for National Insurance contributions;
- You give the Company at least 28 days' notice of the date from which you want payment of SAP to begin;
- You provide documentary evidence in the form of a matching certificate to show that you are adopting a child through an adoption agency (including your details, the name and address of the adoption agency, the date that the child is or was expected to be placed with you for adoption and the date that you were told by the adoption agency that you had been matched with the child).

For the first six weeks SAP is paid at the higher rate, which is equivalent to 90% of your average weekly earnings calculated over the period of eight weeks up to and including the matching for adoption week. For the purpose of calculating average weekly earnings, shift allowances, overtime payments, bonuses and commission are all included. The standard rate of SAP is paid for the remaining 33 weeks (or less if you decide to return to work sooner). This is paid at a rate set by the Government for the relevant tax year, or 90% of your average weekly earnings calculated over the period of eight weeks up to and including the matching for adoption week if this is lower than the Government's set weekly rate.

SAP is treated as earnings and is therefore subject to PAYE and National Insurance deductions.

SAP is paid into your bank account in the same way as salary is normally paid.

SAP can start from any day of the week in accordance with the date you start your adoption leave.

SAP is payable whether or not you intend to return to work after your adoption leave.

It is important for adoption pay purposes that you notify your line manager if, during the adoption pay period, you are taken into legal custody or start to work for another Company.

### **Contact during adoption leave**

Shortly before your adoption leave starts, the Company will discuss the arrangements for you to keep in touch during your leave, should you wish to do so. The Company reserves the right in any event to maintain reasonable contact with you from time to time during your adoption leave. This may be to discuss your plans for return to work, 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.

### **Keeping in touch days**

You may agree to work for the Company for up to a maximum of ten days during either your ordinary or additional adoption leave without that work bringing the period of your adoption leave to an end and without loss of a week's SAP. These are known as 'keeping in touch' days. Any work carried out on a day constitutes a day's work for these purposes.

The Company has no right to require you to carry out any work, and you have no right to undertake any work, during your adoption leave. Any work undertaken, including the amount of salary paid for any work done on keeping in touch days, is entirely a matter for agreement between the Company and you. Any keeping in touch days worked do not extend the period of your adoption leave. Once the keeping in touch days have been used up, you will lose a week's SAP for any week in which you agree to work for the Company.

### **Returning to work**

You will have been formally advised in writing by the Company of the date on which you are expected to return to work if you take your full 52-week entitlement to adoption leave. You are expected to return on this date, unless you notify the Company otherwise. If you are unable to attend work at the end of your adoption leave 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.

Whilst you are under no obligation to do so, it would assist the Company if you could confirm as soon as convenient during your adoption leave that you will be returning to work as expected.

If you wish to return to work earlier than your expected return date, you must give the Company, preferably in writing, at least eight weeks' notice of your proposed date of early return. If you fail to do so, the Company may postpone your return to such a date as will give the Company eight weeks' notice, provided that this is not later than your expected return date.

If you decide not to return to work at all after adoption leave, you must give notice of resignation as soon as possible and in accordance with the terms of your contract of employment. If the notice period expires after your adoption leave has ended, the Company may require you to return to work for the remainder of your notice period.

### **Shared parental leave**

Where the child is placed with you for adoption on or after 5 April 2015 and you give notice to end your adoption leave early and to formally opt in to the shared parental leave scheme instead, you may then be eligible to share the balance of your leave (and pay) with your spouse, civil partner or cohabiting partner (if they are also eligible) as shared parental leave (and statutory shared parental pay, if applicable). Shared parental leave is available for up to 52 weeks, reduced by the number of weeks of adoption leave you have taken (a minimum of two weeks of adoption leave must still be taken). It is up to you and your spouse or partner to agree between yourselves the amount of shared parental leave each of you will take, assuming you are both eligible, as long as the total time taken does not exceed the maximum permitted between you.

Shared parental leave can also be taken consecutively or concurrently but it must start no earlier than the date of placement of the child for adoption and it must end no later than 12 months after the date of placement of the child for adoption. You can also apply to take discontinuous blocks of shared parental leave. If you wish to consider shared parental leave, further details can be obtained from your Manager.

### **Rights on and after return to work**

On resuming work after ordinary adoption leave, you are entitled to return to the same job as you occupied before commencing adoption leave on the same terms and conditions as if you had not been absent.

On resuming work after additional adoption leave, again you are entitled to return to the same job as you occupied before commencing adoption leave on the same terms and conditions as if you had not been absent. If, however, it is not reasonably practicable for the Company to allow you to return to the same job, the Company may offer you suitable alternative work, on terms and conditions that are no less favourable than would have applied if you had not been absent.

### **Adoptions from overseas**

If you adopt a child from overseas, you may still be entitled to statutory adoption leave and pay. Special rules apply in these circumstances.

### **Time off to attend adoption appointments**

From 2015, if you have been notified by an approved UK adoption agency that a child is to be placed with you for adoption, you are entitled to take time off during working hours to attend by appointment at any place for the purpose of having contact with the child or for any other purpose connected with the adoption. The appointment must have been arranged by or at the request of the adoption agency and must take place before the adoption placement date.

If you are a single adopter, you may attend up to five paid appointments. If you are a joint adopter, you may elect for one person (the primary adopter) to attend up to five paid appointments, while the other (the secondary adopter) may attend up to two unpaid appointments.

The maximum time off during working hours for each appointment is capped at 6.5 hours.

You may be asked by the Company to produce evidence showing the date and time of the appointment and that it has been arranged by or at the request of the adoption agency.

In addition, in the case of joint adopters, if you are the primary adopter, you will be required to sign a declaration stating that you have elected to exercise the right to time off to attend the paid appointments and, if you are the secondary adopter, you will be required to sign a declaration stating that you have elected to exercise the right to time off to attend the unpaid appointments. Please be aware that if you exercise the right to take paid time off to attend an adoption appointment, you cannot then elect to take paternity leave rather than adoption leave.

If more than one child is to be placed with you for adoption as part of the same arrangement, your entitlement to attend adoption appointments remains the same.

You should endeavour to give your line manager as much notice as possible of time off to attend adoption appointments and wherever possible try to arrange them as near to the start or end of the working day as you are able.

## **Parental Bereavement Leave Policy**

### **Introduction**

From April 2020, The Parental Bereavement (Leave and Pay) Act 2018 provides for at least two weeks' leave for employees following the loss of a child under the age of 18 or a stillbirth after 24 weeks of pregnancy. Under the new rule primary carers, not just parents, will be entitled to time off work following the death of a child. This includes adopters, foster parents and guardians, as well as more informal groups such close relatives or family friends who have taken responsibility for the child's care in the absence of parents.

### **Entitlement to Parental Bereavement Leave**

Employees with 26 weeks' continuous service will be entitled to paid leave at the statutory rate and other employees will be entitled to unpaid leave.

### **Notification of Leave**

Leave can be requested two times. Either immediately on the death of a child, where no notice is required, or within 56 weeks of the death of a child, where 1 weeks' notice is required.

### **Statutory Parental Bereavement Pay**

This will be at the same rate as other parental statutory payments and increases in April each year. For more information as to the rate of pay you will receive please contact your Manager.

### **Menopause Policy**

#### **Introduction**

This policy sets out the rights of employees experiencing menopausal symptoms and explains the support available to them.

The menopause is a natural event in most women's lives during which they stop having periods and experience hormonal changes such as a decrease in oestrogen levels. It usually occurs between the ages of 45 and 55 and typically lasts between four and eight years. However, each woman's experience will differ, and menopausal symptoms can occasionally begin before the age of 40. Perimenopause, or menopause transition, begins several years before menopause. Women may start to experience menopausal symptoms during the final two years of perimenopause.

While symptoms vary greatly, they commonly include:

- hot flushes;
- night sweats;
- anxiety;
- dizziness;
- fatigue;
- memory loss;
- depression;
- headaches;
- recurrent urinary tract infections;
- joint stiffness, aches and pains;
- reduced concentration; and
- heavy periods.

Each of these symptoms can affect an employee's comfort and performance at work. The business has a duty to provide a safe working environment for all employees and

therefore commits to ensuring that adjustments and additional support are available to those experiencing menopausal symptoms.

### **Available support**

The business aims to facilitate an open and understanding working environment.

Employees are encouraged to inform their line manager that they are experiencing menopausal symptoms at an early stage to ensure that symptoms are treated as an ongoing health issue rather than as individual instances of ill health. Early notification will also help line managers to determine the most appropriate course of action to support an employee's individual needs. Employees who do not wish to discuss the issue with their direct line manager may find it helpful to have an initial discussion with a trusted colleague or another manager instead. They can then support you in raising the issue.

The business signposts external sources of help and support for employees and managers, including information from:

- [Menopause Matters](https://www.menopausematters.co.uk) (<https://www.menopausematters.co.uk>), which provides information about the menopause, menopausal symptoms and treatment options;
- the [Daisy Network Charity](https://www.daisynetwork.org) (<https://www.daisynetwork.org>), which provides support for women experiencing premature menopause or premature ovarian insufficiency; and
- the [Menopause Café](https://www.menopausecafe.net) (<https://www.menopausecafe.net>), which provides information about events where strangers gather to eat cake, drink tea and discuss the menopause.

### **Reasonable adjustments**

#### **Temperature control**

The business strives to achieve a comfortable working temperature for employees. The business will allow flexibility within its dress code where reasonable.

#### **Flexible working**

The business recognises that difficulty sleeping is a common symptom of the menopause. To reflect this, as well as the impact of other common symptoms, we aim to facilitate flexible working wherever possible. Requests for flexible working could include asking for:

- a change to the pattern of hours worked;
- permission to perform work from home (where appropriate for the role);
- a reduction in working hours; or
- more frequent breaks.

Employees should discuss such requests with their line manager. Depending on the circumstances, requests may be approved on a permanent or temporary basis.

## **Flexible Working Policy**

### **Introduction**

Eligible employees have the legal right to submit a formal request for flexible working and the Company will deal reasonably with such requests. The Company acknowledges the importance for employees in achieving a balance between work and personal commitments and will endeavour to grant requests where possible.

The Company will place restrictions on the operation of flexible working if it deems it necessary for the proper conduct of its business and in accordance with the permitted statutory grounds for refusal. The Company reserves the right not to agree to the request where one or more of these criteria indicate that, in the current circumstances, the job can only be carried out effectively under current arrangements.

The statutory procedure requires that requests for flexible working (including any appeal process) are dealt with within three months of the written application, although this timescale may be extended by agreement. Where possible the Company will ensure that decisions are made well within this timescale.

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

### **Eligibility**

In order to be eligible to request flexible working you must:

- be an employee (not an agency worker or office holder);
- have at least 26 weeks' continuous employment with the Company at the date the application is made;
- not have made a request under the statutory scheme for at least 12 months.

### **Scope of a request**

If you are an eligible employee you have a legal right to request:

- a change to your hours of work;
- a change to the times you are required to work;
- a change to your place of work.

Any change to your terms and conditions made as a result of a flexible working request will be permanent, unless we agree to a temporary variation.

### **Content of your request**

Flexible working can incorporate a number of changes to working arrangements such as a reduction or variation in your working hours, reducing the number of days you work each week and/or working from a different location.

You may therefore request a variation of your employment contract in respect of, for example:

- the hours you are required to work;
- the times when you are required to work;
- part-time working;
- job-sharing;
- working term-time only;
- working shifts;
- where you are required to work (as between your home and places of business of the Company).

You have the right to have the request dealt with reasonably, but this does not give you a right to a contract variation.

### **Procedure**

If you decide to make a flexible working request you must follow this procedure. However, before making an application you should think about:

What working pattern will help you best achieve your aims

The financial implications a change might have on you what effects, if any, the change will have on the Company's business and how these might be accommodated.

Your application must be submitted to the Manager and must:

- be made in writing and dated;
- state that it is an application under the statutory right to apply for flexible working arrangements;

- state whether a previous application has been made by you to the Company and, if so, when;
- specify the change applied for and the date on which it is proposed that the change should become effective;
- explain what effect, if any, you think making the change applied for would have on the Company and how, in your opinion, any such effect might be dealt with.

The Company may agree to the formal request without discussing it with you (for example, if the details of your request have already been discussed informally). In most cases the Company will arrange to meet with you promptly after receiving the application.

### **Meeting**

A work colleague may accompany you at the meeting. That employee will be permitted to confer with you during the meeting and to address the meeting (but not to answer questions on your behalf).

If your chosen companion will not be available at the time proposed for the meeting and you propose an alternative, mutually convenient time, the Manager will postpone the meeting to the time proposed by you. Alternatively, you should consider choosing another companion.

At the meeting the requested variation to your working arrangements will be discussed fully. The impact of the change, and your ideas for how any adverse impact could be minimised, will be considered. The meeting also provides the opportunity to discuss any alternative variations which would be acceptable. The Manager may suggest implementing an agreed trial period for the new arrangements.

### **Agreement**

If the Company agrees to the application you will receive written confirmation which will specify the contractual variation agreed to and state the date on which the variation is to take effect.

Once the Company has agreed to the changes requested in your application, a permanent variation of your contract will result, unless the Manager agrees otherwise. Once a change has been made, you cannot revert to the previous terms and conditions of your employment.

You may make further applications for variations (whether your first application was successful or not) provided they are made at least 12 months after the previous application.

### **Refusal**

If your request is refused, the written notice will identify on which of the permitted grounds (listed below) the application was refused. The letter will also provide an explanation as to why those grounds apply, and set out the appeal procedure.

The application may be refused on one or more of several grounds, these being that the proposed changes will result in:

- a burden of additional cost;
- a detrimental effect on ability to meet customer demand;
- an inability to re-organise work among existing staff;
- an inability to recruit additional staff;
- a detrimental effect on quality;
- a detrimental effect on performance;
- an insufficiency of work during the periods you propose to work; • a planned structural change;
- any other ground allowed by regulations.

In deciding whether the above grounds are met, a wide range of criteria will be taken into account, including (by way of example only) the following:

- the Company's business needs;
- the suitability of the job for the flexible arrangements proposed, e.g. the nature of the work, the hours needed and the need for continuity and consistency;
- the current balance of full-time and part-time employees and other flexible working arrangements within the department or team;
- the feasibility of covering the remaining hours.

### **Withdrawal of application**

The Company can treat an application as withdrawn under the statutory provisions where you have:

- notified your Line Manager, orally or in writing, that the application is withdrawn;
- without reasonable cause, failed more than once to attend a meeting or appeal meeting;
- without reasonable cause, refused to provide the Manager with information required

in order to assess whether the contract variation should be agreed to.

The Company will confirm the withdrawal of the application to you in writing unless you have already provided written notice of the withdrawal. You will not be entitled to make another formal application until 12 months after your original request.

### **Appeal**

It is the Company's policy to allow an appeal against a decision to refuse an application for flexible working.

If you wish to appeal you should do so within seven days after the date on which you were notified of the decision. The notice of appeal must be addressed to the Manager in writing, setting out the grounds for appeal.

The Manager/external HR Consultant will hold a meeting with you to discuss the appeal. The time and place of an appeal meeting will be convenient to both you and the Company. You have the same right to be accompanied by a work colleague as at the initial meeting.

After the appeal meeting, the person that heard your appeal will write to you with a decision.

If the Company upholds the appeal the letter will specify the contract variation agreed to and state, the date on which it is to take effect. If the Company dismisses the appeal, the letter will state the grounds for the decision and contains an explanation as to why those grounds apply.

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