

Hi tech Property Services Ltd

STAFF HANDBOOK

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Unit 16 Davis Way
Fareham
Hants
PO14 1JF

INTRODUCTION

The purpose of this handbook is to explain what expectations of behaviour and personal conduct we have of you and set out our policies on important matters that affect you as an employee.

CONDUCT

These are examples of what we regard as misconduct or gross misconduct and if you behave in this or a similar way we will have to discipline you.

Misconduct:

- Bad time-keeping.
- Unauthorised absence.
- Minor damage to property.
- Minor breach of rules.
- Failure to observe procedures.
- Rudeness to clients or colleagues.
- Abusive behaviour.
- Unsatisfactory attendance.
- Unsatisfactory sickness record.
- Careless loss or damage of tools or equipment.
- Unauthorised use of telephones.
- Failure to wear protective clothing provided for your safety.
- Unfitting behaviour.
- Failure to carry out lawful instructions.
- Unauthorised use of access to the Internet.
- Any form of unlawful discrimination.

Gross misconduct:

- Theft or unauthorised possession of any property belonging to someone else.
- Serious deliberate or reckless damage to property.
- Falsification of reports, accounts, expense claims or self-certification forms.
- Refusal to carry out duties or reasonable instructions.
- Smoking in the workplace other than in a designated area outside a building.
- Intoxication by reason of drink or drugs.
- Possession of illegal drugs.
- Serious breach of rules.
- Fighting or other violent, dangerous or intimidating conduct.
- Bullying, sexual, racial or other harassment of a fellow employee or worker.
- Gross negligence or incompetence.
- Conviction on a criminal charge.
- Receiving any sentence of imprisonment.
- Bringing our business or us into disrepute.
- Sending abusive, scandalous, obscene or defamatory communications of any kind including e-mail within the office or on the Internet or text messages or any other media.
- Accessing or downloading any rude or obscene images or other material from the Internet or by email or text message or otherwise being in possession of rude or obscene material or publications or images in any media at your place of work or during working hours.

You are expected to turn up for work on time and to work your required hours. Bad timekeeping or taking unauthorised time off will be regarded as misconduct.

General: Any grievance or complaint can be discussed informally, or through the formal grievance procedure. Often raising issues promptly at the time in a sensible way helps to solve them and prevent further difficulties.

Investigations: It is not always necessary to hold an investigatory meeting but where it is, everyone is required to co-operate fully with the investigation relating to disciplinary or grievance procedure. The Company will ask a manager to investigate a complaint or may for some incidences use an outside consultant to ensure impartiality.

Suspension: The Company may suspend you on full basic pay. Suspension is not a disciplinary penalty and carries no implication of guilt. Whilst on suspension you must be available for work or meetings as required during normal working hours. During a period of suspension your passwords will be barred and if you have access to the computer system it will be denied.

The right to be accompanied at hearings: You can be accompanied at any disciplinary or grievance hearing by:

- a work colleague;
- a full time official employed by a trade union; or a lay official, so long as they have been certified in writing by their union as having received training in acting as a workers companion at disciplinary and grievance hearings.
- Your representative has the right to explain or sum up your case, and to respond to any views expressed at the hearing. The representative may not answer on your behalf. If the representative cannot attend on the date set for the interview, we will always postpone the interview for up to 5 days or at our discretion longer.

Notes for colleagues: We are pleased for colleagues to support each other through these proceedings but you are not obliged to do so. Having a colleague present helps to ensure that matters are dealt with fairly and we appreciate your assistance. You are asked to respect the confidentiality of these proceedings.

GRIEVANCE PROCEDURE

Stage 1

Where there is an issue at work we would ask that you raise it promptly and with the relevant person.

If this fails or you feel the matter is more serious then you can go to the formal procedure.

Stage 2

To make a formal grievance, set out your complaint in writing, giving as full account of the situation as possible. This should be given to your line manager together with any relevant documents. We will invite you to a meeting to discuss the grievance and ask how you think it can be resolved. It may be necessary for us to make further enquiries and hold a second meeting.

After the meeting we will write to you with the outcome of the grievance. The letter will remind you of your right to appeal if you are not satisfied with the outcome.

In serious cases or cases where the Manager is the cause of the grievance another Manager, Director or independent consultant will be asked to investigate the complaint.

If you wish to lodge a grievance after your employment has terminated please write to your

manager setting out your complaint.

Whilst an employee has an outstanding grievance or has been dismissed from the Company it is policy that all passwords to sensitive Company equipment be changed and not re-issued to you until the grievance is resolved or the appeal process complete.

DISCIPLINARY PROCEDURE

The disciplinary process has been designed to help and encourage you to achieve and maintain good standards of conduct, attendance and job performance. On occasions people may fall short of the expected standards of behaviour or performance in these circumstances disciplinary action may be taken.

At all stages of the disciplinary procedure you will:

- be given a right of reply to all and any allegations made against you BEFORE any decision or disciplinary action is taken;
- be advised of the nature of any disciplinary action taken against you and the consequences of such action;
- be advised of any improvement in conduct or performance required and over what time frame; and
- Have the opportunity to be accompanied by a work colleague or Trade Union representative to any disciplinary hearing as described above.

Disciplinary hearings will usually be conducted by your line manager.

You must take all reasonable steps to attend the meeting. Where you are unable to attend more than one meeting the Company may, in certain circumstances, hold the meeting in your absence and make their decision based on the evidence available to them at the time.

At the meeting you will be given the opportunity to respond and to put forward any defence or arguments you want. You may ask questions, present evidence and call witnesses.

Depending on the severity of the offence and taking into account all the circumstances the disciplinary action may take any one of the following forms:-

Stage 1

- Informal counselling to give you an opportunity to rectify the situation.

Stage 2

- A formal verbal warning will be issued if improvement does not result following informal counselling or for more serious breaches. You will be told of steps you must take to improve your conduct and if appropriate the time limit for improvement. This will be confirmed in writing and recorded on your file for a period of time normally 6 months.

Stage 3

- For more serious matters or where you have failed to meet the required standards after having being given a formal verbal warning, you may be given a written warning. This will state the nature of the complaint, the required standards that must be met and where appropriate a time limit for improvement. It will also state that further disciplinary action will be followed if the required standards are not met. One copy of which will be retained by you and one placed on your file normally for a maximum of 12 months.

Stage 4

- For serious matters or where you have failed to reach the required standards after being warned you may be given a final written warning. This will state the nature of the complaint, the required standards to be met and where appropriate a time limit for

improvement. It will also state that you will be dismissed if the standards are not met or if there is further misconduct. One copy of which will be retained by you and one placed on your file normally for a maximum of 12 months.

Stage 5

- Where there has been Gross Misconduct (in which case the first 4 stages may be omitted) or where you have failed to meet the required standards after due warnings have been given to you, you may be dismissed. In extenuating circumstances we may apply another sanction such as disciplinary transfer, disciplinary suspension without pay or demotion. This will be confirmed in writing. In case of gross misconduct, the dismissal will normally be without notice (or pay in lieu of notice).

Appeals: You have the right of appeal against any disciplinary decision taken against you. Your appeal should be in writing and sent to a Director within five working days of the decision and state the reasons for your appeal. You will receive a reply within a further five working days setting a date for an appeal hearing. The decision from the appeal hearing will be final.

PERFORMANCE REVIEW PROCEDURE

This procedure deals with incapability and poor job performance other than misconduct. It will usually be adopted in the interests of fairness but is not contractually binding and we can dismiss you without following these procedures.

Incapability or poor job performance will arise where you have been set realistic targets and objectives but cannot achieve them through no fault of your own, for example where failure is due to medical conditions.

Performance Review meeting: the cause of poor performance will be investigated and established at a meeting. Where the reason is lack of required skills, you will be assisted with training where practicable and given a reasonable time to reach the required standard of performance. As at a disciplinary meeting you have the right to be accompanied at a performance review meeting where your employment is at risk.

The consequence of any failure to meet the required standard will be explained in writing as follows :-

First Written Warning: You will be warned that the consequence of failure to achieve or maintain the improvement is that you could lose your job.

Final Written Warning: If there is no improvement or not sufficient improvement or it is not maintained for the period required you will be given a final written warning setting out our requirements in improvement of your job performance with a warning that failure to improve may result in your dismissal.

Length of Warning: First written warnings will usually have a time limit of one month and a final written warning will usually have a time limit of two months. In each case we will specify the length of the warning but reserve the right to extend the length of it in appropriate circumstances.

Dismissal: If there is still no improvement or not sufficient improvement or it has not been maintained for the period required then you might be dismissed with notice. However there will be another Performance Review meeting prior to which you will be requested to attend in writing and will be entitled to be accompanied before a decision is made to dismiss you.

Appeals Procedure: You have the right to appeal against a decision, arising from the procedure in exactly the same way as you can appeal against a disciplinary decision.

ABSENCE FROM WORK DUE TO SICKNESS OR INJURY

What follows is how we deal with absence from work due to injury or sickness. It is a condition of your employment that you abide by the rules of this scheme.

Sick Pay: The pay that you receive when off sick can be made up of:-

SSP (paid directly to you by us subject to you qualifying for payment of SSP) or

Incapacity benefit which you must claim direct from your local DSS office if you are not entitled to receive SSP.

Sick pay paid by us. *[delete if SSP only]*

The total amount of your sick pay including SSP or incapacity benefit and sick pay paid by us will not exceed your normal pay. All sick pay except incapacity benefit is subject to PAYE Income Tax and National Insurance deduction.

We operate a sick pay scheme as follows: *[delete if SSP only]*
[Insert details of scheme]

[Example of a simple sick pay scheme: *We will, entirely at our discretion, pay you your normal pay and benefits (inclusive of SSP entitlement) while you are sick after you have been employed by us for 6 months for any period or periods of sickness or incapacity (subject to exclusions below) up to a total of 12 weeks in any one period of 12 months. However, you have no legal right to receive sick pay under this sick pay scheme.]*

SSP

Statutory Sick Pay is paid to most employees who are off sick for four or more days in a row, including weekends and holidays. It is not payable for the first three days in any period of incapacity but after the fourth day it is payable at a flat weekly rate for up to 28 week's sickness. The rules about entitlement to SSP are quite complicated. *[A brief guide to SSP is contained in the long version of the Staff Handbook and can be inserted here if you wish.]*

Authorised Absence from Work

Absence from work will only be authorised in the following cases:

Absence due to genuine personal sickness or injury or:

You had written prior permission to be absent from work or:

Your absence is due to a genuine reason outside your control that is acceptable to us.

Emergency.

We can withhold pay for all or part of any unauthorised absence.

Notification

If you are absent from work due to illness or injury you must notify us by telephone as soon as you fall sick that you will be unable to get to work. You must give sufficient details on the telephone about your illness or injury and tell us when you expect to be able to return to work. You are expected to regularly update us throughout absence by telephone or post.

During periods of long term absence, holiday will accrue in line with the statutory allowance.

Evidence Of Illness Or Injury

Less than 7 days: If you are absent for less than seven calendar days (including Saturday and Sunday), you must complete a form saying why you were unable to work. We will not pay you sick pay unless we are satisfied that you are genuinely sick.

Seven or more days: If you are absent for seven or more calendar days including Saturdays and Sundays (or as soon as you know you will be away from work more than seven calendar days) you must get a medical certificate from your own doctor which must be sent to us and you must tell us when it is expected that you will be fit to return to work.

Conduct During Sickness Absence: If you are off work due to sickness or injury we would consider that we have reason to doubt that you are genuinely sick if, for example, you play sports; or carry on with hobbies or social activities inconsistent with the alleged illness or injury or which could aggravate it and delay recovery; do other work paid or unpaid; do home improvements or building and similar activity; go away on holiday; or do any other activity inconsistent with your alleged illness or injury.

Medical Examinations: you may be asked to come to work to discuss your absence when you are off sick or we may visit you at home. You may also be required to submit to a medical examination during or after any absence from work due to sickness or injury. Should a doctor appointed by us require details of your medical history you will be required to give your written consent to giving him permission to contact your doctor (either GP or Consultant) for your medical records or for a medical report subject to your rights under the Access To Medical Records Act 1988 and Access To Health Records Act 1990.

You may be required to submit to a medical examination by an independent consultant at our expense and will be required to give your written consent to a report being sent to our doctor who will disclose to us any relevant details regarding your fitness to work. You will give your GP consent to liaise with our doctor regarding your case. All medical information will be kept confidential.

Light Work: we have the right to require you to undertake alternative or light duties or work shorter hours for a period of time and we may offer a rate of pay applicable to the alternative duties or shorter hours.

Infectious / Contagious Diseases: You must report to us as soon as possible if you come into contact with anyone suffering an infection or contagious disease or contract such a disease yourself. You may be required to come to work or to stay at home on full pay subject to medical advice.

Exclusions: we will not pay sick pay (or in some cases SSP) where in our opinion:-

You have entered false information on any form.

You have failed to follow this policy and rules.

There are serious doubts about the circumstances surrounding your claims for sick pay.

[Your injury is caused by wilful misconduct at work or any self-inflicted illness or injury including those primarily caused by your failure to heed medical advice; taking part in a dangerous sport, outside employment or charity parachute jump or run or similar activity; or surgery or medical treatment which you have elected to have unless undertaken upon the advice of a registered medical practitioner and confirmed as necessary by any doctor appointed by us.] *[delete this paragraph if you pay SSP only]*

Loans During Periods Of Absence: if you are absent from work as a result of an accident that is the fault of someone else in respect of which damages are recoverable you must tell us immediately. Any sick pay paid by us (other than SSP) shall be by way of a loan that must be

repaid in full from monies recovered from the third party. If damages are settled on a proportionate basis we will require full details. The amount of any repayment required will be determined by us but will not exceed the actual damages recovered.

Other absence: We will authorise absence where required to do so by law for statutory purposes including jury service; Trade Union activities; duties of employee representatives, and safety representatives; time off to accompany fellow employees to disciplinary and grievance hearings; public duties; parental leave; time off for dependants; and maternity leave, such absence will be paid or unpaid according to the relevant statutory provision. Leave at our discretion (with or without pay) may be granted for bereavement of a close relative or family member or where a close relative or family member is seriously ill.

HOLIDAY POLICY

Your holiday entitlement is contained in your contract.

Application to take holiday is made by the completion of a holiday request form. This must be approved and signed by us.

We cannot promise that you will always be able to take your holiday when you want to take it but we will always try to arrange this subject to the overall operating needs of the business.

You may be required to take all or part of any remaining holiday entitlement during a period of notice or Garden Leave.

Your holiday entitlement includes your entitlement to paid annual leave under the Working Time Regulations 1998.

FAMILY FRIENDLY POLICIES

Time off for dependants: you have the right to take a reasonable period of time off work to deal with an emergency involving a dependant.

This right is to enable you 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 a 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.

A dependant is your partner, child or parent, or someone who lives with you as part of your family. For example, this could be an elderly aunt or grandparent who lives in the household. It does not include tenants or boarders living in the family home, or somebody 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 you for assistance. This may be where you are the primary carer or the only person who can help in an emergency.

In most cases, the amount of leave which the law entitles you to will be one or two days at the

most, but this will depend on individual circumstances. You may be able to take a longer period of leave if we agree.

The right to time off for dependants does not include a right to be paid during your time off.

You must tell us as soon as possible about your absence, the reason for it and how long you expect to be away from work. If you are prevented from telling us due to the nature of the emergency you must explain the reason for the absence on your return to work.

This right is intended to cover unforeseen matters. If you know in advance that you are going to need time off, you may be able to arrange to take this time as part of your annual holiday entitlement.

MATERNITY & PATERNITY AND ADOPTION LEAVE

If you are pregnant please do speak to us as early as possible so that we can discuss with you any particular health and safety risks which may affect you or the baby. By the 15th week before the baby is due you must tell us (if you haven't already) when you wish to start your Maternity Leave. This can be anytime from 11 weeks before the baby is due. We will then write to you to confirm all the details and state the date we will be expecting you to return to work. You can change your mind about the date but you must give us 28 days notice of the change.

All pregnant employees are entitled to 52 weeks Maternity Leave and this is made up of 26 weeks Ordinary Leave and 26 weeks additional leave. The first two weeks after the birth are compulsory.

Throughout the Maternity Leave you are entitled to all your non pay related contractual benefits

If you are not planning to take all your Maternity leave you must let us know when you will return. You can change your mind but must give us 8 weeks notice of a change.

If you decide not to return to work you are required by law to give the correct notice if you are resigning but giving longer is helpful. You are still entitled to Statutory Maternity Pay or Maternity Allowance even if you are not returning to work.

Ante Natal Care: All pregnant employees are entitled to paid time off to receive ante-natal care provided such care is on the advice of a doctor, midwife or health visitor. Where such appointments can be arranged to take place outside of working hours you should do so. Copies of all appointment times should be given to your line manager.

We need you to provide us with your MATB1 Maternity certificate which your midwife will give you when you are about 25 weeks pregnant.

Adoptive Parents must give us the matching certificate or notification that one is being issued within 7 days of having been matched with a child or as soon as is practicable.

Pay & Benefits during Maternity Leave:

To receive Statutory Maternity Pay (SMP) you must have been:

- Earning before tax an average that is no less than the lower earnings limit which applies to National Insurance. This is the amount you have to earn to qualify for benefits. You have to earn more than this amount before you actually start paying NI.
- Employed by the same employer continuously for at least 26 weeks up to and into the 15th week before the week your baby is due.

The earliest date that SMP can start is from the 11th week before the week your baby is due and the latest from the day following the birth.

If you continue to work after the 11th week before the week your baby is due you can choose when you want your SMP to start. SMP will start from any day you choose, once you have stopped work to have your baby. This means that your SMP should start from the first day of your maternity leave.

The start of your SMP will change if:

- your baby is born before the start of the 11th week or before the start of your SMP pay period. If this happens SMP will start from the day following the birth of your baby
- you are off sick from work with a pregnancy-related illness at the start of or in the 4 weeks before your baby is due, SMP will start from the day following the first complete day you are off sick from work for that reason.

If you are entitled to SMP and you leave your employment with us:

- after the start of the 15th week before your baby is due but before the start of the 11th week – SMP will start from the beginning of the 11th week before the week your baby is due.
- at any time after the start of the 11th week before the week your baby is due and before the start of your maternity pay period, your SMP will start from the day after you left employment.

SMP is paid for a continuous period of up to 39 weeks.

First 6 weeks	90% of your average weekly earnings with no upper limit
Remaining 33 weeks	Standard rate or a rate equal to 90% of your average weekly earnings. You will get whichever rate is lower.

Maternity Allowance: If you are not eligible for Statutory Maternity Pay you may be entitled to Maternity Allowance if:

- you have worked (including self-employment) for 26 weeks during the 66 weeks before your baby is due
- you can find 13 weeks in which you earned over £30 a week or paid Class 2 (self-employed) National Insurance contributions or held a certificate of small earnings exception.

To claim Maternity Allowance, ask your local Jobcentre Plus for form MA1

Keeping in Touch Days: Whilst you are on Maternity we will try to keep you up to date with all that is happening here. This may be to let you know about any changes; invite you to attend a particular event or to offer a training opportunity. You do have the right to refuse to attend.

If we offer and you wish to accept, you can work up to 10 days during your leave without this affecting your Statutory Maternity Pay.

Returning to work: If you plan to return to work before the end of your Additional Maternity Leave you must give us 8 week's notice. If you come back to work after the Ordinary Maternity Leave you may return to the same job with the same terms and conditions as you had before your leave. If you return after additional leave you are entitled to return to the same job on the same terms and conditions but if for a good reason we cannot do this we will find a position which is at the same level and with terms and conditions at least as good as your previous role.

If you are planning to breast feed when you return to work please let us know so that we can carry out a risk assessment and provide suitable rest facilities for you.

Adoption Leave

As long as you have 26 weeks continuous service ending in the week in which you are notified of being matched with a child you will be entitled to 52 weeks leave. Either one of the parents may chose to take Adoption Leave.

Throughout the Adoption Leave you are entitled to all your non pay related contractual benefits

If you are not planning to take all your Adoption Leave you must let us know when you will return. You can change your mind but must give us 8 weeks notice of a change.

If you decide not to return to work you are required by law to give the correct notice if you are resigning but giving longer is helpful. You are still entitled to Statutory Adoption Pay even if you are not returning to work.

Statutory Adoption Pay: Paid adoption leave is available for a child adopted under UK law - but some details may vary for parents adopting outside the UK.

To receive Statutory Adoption Pay (SAP) you must:

- Be the Child's adopter
- Earn before tax an average that is no less than the lower earnings limit which applies to National Insurance. This is the amount you have to earn to qualify for benefits. You have to earn more than this amount before you actually start paying NI.
- Be employed for a continuous period of at least 26 weeks ending before the placement of the child.
- Have received official matching certificate or notification that it is being issued.

Statutory Adoption Pay is paid for 39 weeks and is paid at the current Statutory rate or 90% of earnings whichever is the lower.

Keeping in Touch Days: Whilst you are on Adoption Leave we will try to keep you up to date with all that is happening here. This may be to let you know about any changes; invite you to attend a particular event or to offer a training opportunity. You do have the right to refuse to attend.

If we offer and you wish to accept you can work up to 10 days during your leave without this affecting your Statutory Adoption Pay.

Flexible Working

We will consider requests from eligible employees for flexible working patterns.

Eligible employees can request:

- A change in hours; i.e. working less than normal hours and or fewer days
- a change to the times when they are required to work
- job sharing
- to work from home for part of the time.

To be eligible to care for a child an employee must:

- Have been employed continuously by us for 26 weeks;
- Be (or married to) the spouse, parent, civil partner, guardian, adopter, guardian or foster parent and have a child aged 16 or under, in the case of a disabled child in receipt of disability living allowance under 18;

- Make the application before the day of the child's 17th birthday or in the case of a disabled child 18th birthday.
- Have or expect to have responsibility for the child's upbringing.
- Be making the application to enable them to care of the child.

To be eligible to care for a dependent the employee must

- Have been continuously employed by us for 26 weeks;
- Is, or expects to be, caring for a person aged 18 or over who is either:
 1. married to or the partner or civil partner of the employee; or a close relative of the employee The "close relative" definition includes parents, parent-in-law, adult child, adopted adult child, siblings (including those who are in-laws), uncles, aunts or grandparents and step-relatives or
 2. living at the same address of the employee.

To make an application you must submit a written request setting out the working pattern you want and how you believe it could work. An accepted application will mean a permanent change to your contract of employment. Your Manager will hold a meeting with you within 4 weeks to discuss the request. You are entitled to be accompanied at the meeting by a work colleague. At this meeting a practical business assessment of how the proposed arrangement can work will be undertaken. After the meeting the Manager must write to you within two weeks either:

- Accepting the request, setting out any action on which agreement is dependent and establishing a start date; or
- Rejecting the request and explaining the business reasons surrounding this and setting out the appeals procedures.

If the request is refused you have two weeks to appeal in writing against the decision setting out the reasons for the appeal. An appeal hearing must be held and you have the right to be accompanied and a decision should be given within two weeks of the hearing setting out the answers to the points raised.

The procedure

The procedure is that you have to make an application in writing. You can make only one application a year under the right, and if we accept the application this will mean a permanent change to your terms and conditions of employment.

It will be important therefore that, before making a formal application, you give very careful consideration to which working pattern will help you best care for the child or person in need of care; any financial implications it might have in cases where the desired working pattern will involve a drop in salary; and any effects it will have on the business and how these might be accommodated.

Within 28 days we have to either agree to your application or arrange to meet with you to explore the desired work pattern in depth, and to discuss how best it might be accommodated. It will also provide an opportunity to consider other alternative working patterns should there be problems in accommodating the desired work pattern outlined in the application. You can if you wish, bring a companion to the meeting.

Within 14 days after the date of the meeting we will write to you to either agree to a new work pattern and a start date; or to provide clear grounds as to why the application cannot be accepted and the reasons why the grounds apply in the circumstances.

We are allowed to refuse your application if we consider that one or more of the following grounds apply:

1. the burden of additional costs
2. detrimental effect on ability to meet customer demand,
3. inability to re-organise work among existing staff,

4. inability to recruit additional staff,
5. detrimental impact on quality,
6. detrimental impact on performance,
7. insufficiency of work during the periods you propose to work,
8. planned structural changes.

You have the right to appeal our decision within 14 days of it being notified to you. The appeal process is designed to be in keeping with the overall aim of the law of encouraging both parties to reach a satisfactory outcome at the workplace.

You also have a right to pursue the application further at an Employment Tribunal in some circumstances.

In summary

The law gives you a legal right to ask to vary your contract to enable you to look after a child or be a carer for certain adults in some circumstances. If you want to do this you can follow the legal procedure explained above.

However as an equal opportunities employer we are very much aware of the need to be flexible when circumstances require it and particularly where childcare obligations affect our staff. However old your child (and the right applies only to children aged 16 or under (unless disabled) we will always try to work with you so that you are able to perform your job and your family obligations as efficiently as possible. There may be many situations where a permanent change to your work pattern is unnecessary but a flexible attitude to working arrangements will help you.

We always like to encourage our staff to liaise with us if problems arise and of course if you feel that you have not been fairly treated we have a grievance procedure to enable problems to be resolved.

Repeated Requests

If a request is refused you must wait a further year before making a new request.

Parental Leave

Unpaid parental leave may be taken to look after a child or make arrangements for the good of the child.

Eligible staff:

- All staff employed by the Company for a minimum of one year.
- Employees who have a child or children under the age of 5.
- Employees who have a disabled child under the age of 18.
- Employees who have become the adoptive parents of a child under the age of 18.

A maximum of 13 weeks per child (pro rata for part time staff) may be taken in total.

Employees wishing to take parental leave should submit an application to their line manager. Leave should normally be taken in one week blocks to a maximum of 4 weeks at any one time; requests for longer periods will be dealt with on an individual basis. Employees should submit an application to take the time off four weeks prior to leave being taken. The Company must respond in two weeks. We will respond sympathetically to all requests but on occasions may ask you to postpone the leave for business reasons. However this cannot be for more than 6 months. Any leave at the time of childbirth or adoption cannot be postponed. Where the child is disabled and eligible for Disability Living Allowance, parental leave is extended to 18 weeks (pro rata for part time staff) and may be taken in shorter periods.

We will keep a record of parental leave taken.

Paternity

Paternity Leave, of two weeks on the birth or adoption of a child is allowed for employees with six months service at 15 weeks before the baby is due. This will be paid at the same rate as SMP or SAP. The leave must be taken within the first 56 days following the birth or placement of the child.

Self certificate

You must give us a completed SC3 or SC4 self-certificate as evidence of your entitlement to SPP and paternity leave. The self certificate must include a declaration that you meet the eligibility conditions and provide the information specified above as part of the notice requirements. A self certificate form is available on request from us. The SC3 applies where you are the child's father and if the child is adopted you should use an SC4.

Contractual benefits

You are entitled to the benefit of your normal terms and conditions of employment, except for terms relating to wages or salary (unless your contract of employment provides otherwise) throughout your paternity leave. However, most of you will be entitled to SPP for this period.

Return to work after paternity leave

You will be entitled to return to the same job following paternity leave.

Paternity leave and pay (adoption)

Following the placement of a child for adoption, the right to paternity leave and pay will give eligible employees the right to take paid leave to care for their new child or support the adopter.

EQUAL OPPORTUNITIES POLICY

We are committed to the principle of equal opportunities in employment. We are opposed to any form of less favourable treatment or financial reward through direct or indirect discrimination, harassment, victimisation to employees or job applicants on the grounds of race, religious beliefs, political opinions, creed, colour, ethnic origin, nationality, marital/parental status, sex, sexual orientation or disability and to any form of less favourable treatment on the grounds of handicap or age.

We recognise our legal obligations:

- for the elimination of discrimination on the grounds of sex, sexual orientation or marital status and for the promotion of equal opportunity in employment;
- for the elimination of discrimination on the grounds of religion or beliefs;
- for the elimination of racial discrimination and the promotion of equal opportunity in employment;
- for the elimination of discrimination on grounds of age;
- for the elimination of discrimination in pay between men and women who do the same work, or work of a similar nature or work of equal value.

We will actively promote equal opportunities in our business to ensure that individuals receive treatment that is fair and equitable and consistent with their relevant aptitudes, potential skills and abilities. Employees will be recruited and selected, promoted and trained on the basis of objective criteria.

Any employee who feels that he or she has been treated unfairly or subjected to direct or indirect unfair discrimination can raise the matter through the appropriate grievance procedure when every effort will be made to secure a satisfactory resolution. Any employee making a complaint of unfair discrimination will be protected from victimisation in any form.

We will not discriminate against anyone who has a spent conviction under the Rehabilitation of Offenders Act 1974.

Harassment at work: harassment is unsolicited and unwelcome workplace behaviour that adversely affects the dignity of the recipient. Where such behaviour is motivated by gender, sexual orientation, marital status, race, colour, national or ethnic origin, nationality, age or disability it also amounts to infringement of equal employment opportunity.

We are committed to ensuring that no harassment or victimisation at work, whatever the motivation, is overlooked or condoned. Such behaviour can range from extreme forms such as violence or bullying to less obvious actions like practical jokes and ridiculing colleagues or subordinates.

Conduct becomes harassment if it persists after the recipient has made clear that it is regarded as offensive, although a single offensive act can amount to harassment if it is so serious as to be obviously offensive towards the recipient.

Any form of harassment is a potential disciplinary matter.

The following examples illustrate the sort of conduct that may be treated as sexual harassment:

- unwanted physical contact, or conduct which is intimidating, or physically or verbally abusive. Harassment can also be non-verbal, for example, staring or gestures;
- suggestions that sexual favours may further a person's career, or that refusal may hinder it;
- sexual advances, propositions, suggestions or pressure for sexual activity at or outside work;
- derogatory or demeaning remarks based on gender, or the display of sexually explicit material in the workplace.

The following are examples that illustrate the sort of conduct that may be treated as racial harassment:

- Jokes about race.
- Offensive names used.
- References to people by offensive racist descriptions.
- Verbal or physical abuse because of a person's race or colour.

- Detrimental behaviour because of a person's race.
- Denial of opportunity because of race.

This policy applies to verbal and physical actions as well as any other form of communication including electronic communication such as text messages, emails, and faxes as well as written communications.

If you believe you are the subject of harassment you should make a formal complaint. We will do all that we can to resolve the complaint of harassment sensitively, impartially, effectively and quickly.

There will be no victimisation of any employee for making or supporting or assisting a complaint of harassment – even if the complaint is not upheld – provided the complaint was made in good faith.

POLICY RELATING TO DISABILITY

Introduction

The law prevents discrimination at work against people who suffer from a disability. We have set out our policy on disability for your guidance and to ensure that we comply with our legal responsibilities.

Any employee who believes that he or she has been unfairly discriminated against because of their having a disability or for reasons related to their having a disability can use the grievance procedure.

Disciplinary action will be taken against any employee who is found to have committed an act of discrimination against someone who has a disability. This includes treating them less favourably because of their disability or for a reason related to it; harassment or victimisation or failing to make reasonable adjustments to prevent a disabled person being placed at a substantial disadvantage at work.

Serious breaches of policy will be taken as gross misconduct.

Recruitment

Recruitment is carried out on the sole basis of the applicant's abilities and suitability for the job. A disability will not of itself justify the non-recruitment of an applicant. Reasonable adjustments to the application procedures will be made as required to ensure that applicants are not disadvantaged because of disability.

No applicant will be considered unsuitable for appointment or less suitable than another applicant unless full consideration has been given as to whether a reasonable adjustment can be made to overcome any effect of his or her disability upon his or her suitability.

Induction

When a person with a disability commences employment we will, in consultation with them, ensure that such reasonable adjustments are made as required to enable him or her to work safely and effectively and to secure equal access to the benefits of employment.

Where we do not have the relevant expertise to resolve the problem, we will consult an outside specialist.

Training and Career Development

We recognise that all employees have equal rights to training promotion and other aspects of career development based purely on their abilities. Promotion and training will be made accessible to employees with disabilities by making such adjustments as are reasonable.

Benefits

Employees with disabilities are entitled to have equal access to all benefits and facilities and reasonable adjustments will be made where necessary to ensure this.

Harassment

Harassment of employees because they have a disability, is a disciplinary offence and may constitute gross misconduct. Any unwanted conduct that violates a person's dignity or creates an intimidating hostile, degrading, humiliating or offensive environment for him or her is illegal.

Retention

As part of our commitment to equal opportunities we will ensure that all reasonable measures are taken to retain employees with disabilities in employment.

We will make such adjustments as are reasonable to enable them to carry out their duties. This will include but is not limited to consideration of the provision of specialist equipment, job re-design, re-training, flexible hours, remote working and/or re-deployment.

Adjustment

The prime responsibility for arranging the appropriate adjustment will lie with [*state who is responsible e.g. the proprietor or Managing Director*] who will at all times consult with the employee concerned whose agreement will be sought. The expertise of a person concerning his or her own disability will be recognised.

Where required an outside specialist may be consulted.

Once an adjustment has been made it may need to be reviewed at agreed intervals to assess its continuing effectiveness.

Action Plan - Removal of Barriers

An action plan will be drawn up in consultation with the staff indicating which actions will be taken over a certain period of time to remove barriers from the working environment and setting out who has responsibility for various aspects of the plan and how it will be monitored.

The plan will address physical access to the premises, access to benefits of employment, terms and conditions of employment, recruitment and arrangements for recruitment, performance assessment, promotion and retention.

HEALTH AND SAFETY POLICY

1. We take very seriously our obligations and responsibilities under Health and Safety legislation. The objective is to provide you with a safe working environment and a safe system of work.
2. We regularly review working practices including the general working environment and individuals' work stations to ensure that best practices are adhered to or adopted and that safety hazards are identified and accidents so far as reasonably practicable are avoided. In particular we regularly monitor the safety of any equipment or machinery provided for use by employees. Maintenance is regularly and scrupulously carried out and proper records are kept. All equipment and machinery provided complies with the appropriate UK standards and is designed or adapted for the purpose for which it is used. All employees who use or supervise the use of such equipment or machinery are properly trained in its use including Health and Safety considerations.
3. Health and Safety guidance is given to all new employees upon joining and regular refresher updating sessions are held for existing employees. We require the full co-operation and participation of all employees.

4. You are obliged to take reasonable care for your own safety and for the others who may be affected by your acts or omissions and to co-operate fully with us in the arrangements made in relation to Health and Safety matters. For example employees must:-
 - a. Adhere to the prescribed safe system of working.
 - b. Report any faults or defects in machinery or equipment immediately.
 - c. Report any safety concerns at all immediately.
5. Only those qualified to do so and employed for that purpose may carry out repairs or maintenance to machinery or equipment.
6. Safety Officer: we will appoint a manager with responsibility as safety officer to ensure that we are aware of and fully comply with our obligations under Health and Safety law. All accidents and near misses irrespective of triviality must be reported to the Safety Officer who will ensure that any necessary preventative measures are introduced.
7. Evacuation: you should be familiar with the evacuation procedures, details of which will be displayed throughout the building where you are working. Should you discover a fire you should immediately sound the fire alarm and notify the senior staff member present.
8. First Aid: you will be notified which members of staff have training in First Aid. If anyone becomes ill while at work and requires medical attention arrangements will be made to call a doctor or emergency services or take the employee to Accident & Emergency at the nearest hospital.
9. Hazards and Safety Risks: you have a responsibility to report any potential Health or Safety hazard including infectious or other diseases, accidents or injuries associated with the workplace.
10. Improvements: you are encouraged to suggest improvements to the Health and Safety policy and suggestions should be made to the Safety Officer.
11. Discipline: any breach or non-observance of the Health and Safety policy constitutes a disciplinary offence in respect of which you may be dismissed.
12. General Aims: so far as is reasonably practicable we aim to achieve the following :-
 - Premises heated to the minimum temperature required by law.
 - Safe equipment and systems.
 - Safe methods of handling, storage and transport of articles or goods.
 - Provision of information, instruction and training.
 - Ensure the place of work is safe with means of access and egress.
 - Provide a safe working environment.
 - Prevent anyone smoking at work other than in designated areas where it is legal to do so.
 - Ensure all storage areas are safely laid out with adequate room for access in safety.
13. Display Screen Equipment: we have particular obligations where employees

habitually use display screen equipment as a significant part of normal work. Workstations and work routines will regularly be reviewed to ensure that they comply with the law and to ensure that the employee has adequate breaks from the use of display screen equipment. Regular and proper training will be given to minimise Health and Safety problems. Free eye and eyesight tests are available for those appointed to use display screen equipment and for those who currently use this equipment at regular intervals. We will pay for glasses prescribed for the use of an employee when operating display screen equipment but not for designer frames or for lenses other than those prescribed specifically for use in connection with the operation of display screen equipment.

E-MAIL AND INTERNET POLICY

It is a term of your contract of employment that you comply with our rules and with our policy for the use of the Internet and e-mail as follows:

Our computer systems are maintained solely for conducting our business. The use of the Internet and e-mail for any other purpose may be treated as misconduct.

All copies of messages created, sent, received or stored on our systems shall remain our property. If you use our email address for communication that is not business related you waive any privacy or any other rights that you have in relation to such communications and consent to their being read, monitored, recorded and otherwise intercepted by us.

We reserve the right to access and monitor and disclose all messages created, sent, received or stored on our systems.

E-mails and text messages and the Internet should not be used to create, send, receive or store any material which is offensive, obscene, contains images depicting sexual activity or bodily parts in a lewd manner or which are pornographic, disruptive or infringe copyright. Our policies with regard to discrimination or harassment apply fully to the Internet and e-mails and text messages. Any comments that could be regarded as defamatory, inaccurate or misleading should be avoided. Use of our computers, telephone lines, telephone systems, Internet connection or any other system or software or equipment owned or controlled by, leased or rented to us to access Internet sites or download or receive email or other electronic images or media that contains pornography or other obscene or illegal contents shall constitute gross misconduct that can lead to your dismissal without notice.

All e-mails and downloads can contain viruses. Therefore all downloads and e-mail messages must be virus-checked before opening. It is also a term of your contract of employment that you are not allowed to load software on to your computer without our permission.

These rules are incorporated in and form part of your contract of employment.

DATA PROTECTION POLICY

Any one who obtains personal information ("data") about other individuals is a 'data controller' and is thus regulated by the Data Protection Act 1998. The Act controls what can lawfully be done with information and gives individuals certain rights to control how information about them is obtained, used, stored and distributed. These rights include the right to find out what information a data controller has about them, and ask for copies of data.

We are necessarily a data controller in relation to all the information that we obtain about you as part of the process of providing you with employment. It is a requirement under the Act that you consent to our processing data about you.

In your contract of employment you expressly consent to our processing data including sensitive personal data about you. With this consent it is lawful for us to process data in order to keep the records about your employment necessary for us to meet the needs of running

our business.

The principles for processing of personal data are that data must be:

1. fairly and lawfully processed;
2. processed for limited purposes;
3. adequate, relevant and not excessive;
4. accurate;
5. not kept longer than necessary;
6. processed in accordance with the data subject's rights;
7. secure;
8. not transferred to countries without adequate protection.

We are committed to following these principles and that is why your consent has been obtained so that all our data processing in relation to data of which you are the subject is lawful. Data will be retained as necessary during the course of your employment and records will be retained for up to six years after the data that you leave the employment in case legal proceedings arise during that period. Data will only be retained for a period of longer than six years if it is material to legal proceedings or should otherwise be retained in our interests after that period.

We will process data in accordance with your rights under the Act.

Data will be kept in a secure system whether manual or computerised to the best of our ability at all times.

The Act prohibits the transfer of data outside the European Economic area to countries that do not have similar protection of data except in some circumstances or with the subject's consent. You have given us your consent to such transfers should they be necessary under your contract of employment. The reason for this is that with the use of the Internet and email data can be transferred to a computer or server in such a country in the course of a transfer between parties within the European Economic area. Also we may have offices or subsidiary companies or agents or contractors in such countries now or in the future and therefore transfers of data could be necessary as part of the management of our business and the performance of your contract of employment.

Our policy on access to data.

1. We will appoint a data protection compliance officer.
2. A request for access to any personal data that relates to you should be made by a written request using our Data Access Request form which may be obtained from us or after you have left employment by request to the data protection compliance officer at head office. While you remain in our employ no fee is payable but after you have ceased to be employed a fee of £10.00 or such higher amount as permitted by law from time to time must be paid before access can be granted. The completed form must be returned to the data protection compliance officer with the fee if applicable.
3. On receipt of a request it is our policy to provide copies of all data that we are obliged to disclose within 40 days of receipt of your request being received by the data protection compliance officer.
4. We consider that if a period of less than one year has elapsed since any previous request for access to data was complied with it is not reasonable to expect us to be obliged to comply with a further request before a year has elapsed unless there are exceptional circumstances.
5. Should you wish to bring any inaccuracy in disclosed data to our attention you must do so in writing. In appropriate circumstances you may find that arranging an appointment to hand us your written notification of any inaccurate data is preferable.
6. It is our policy to ensure that all data is as accurate as possible and all necessary steps to ensure that this is the case and to rectify any inaccuracies will be taken.

Where we have requested a reference in confidence from a referee and that reference has

been given on terms that it is confidential and that the person giving it wishes that it should not to be disclosed to you it is our policy that it would normally be unreasonable to disclose such a reference to you unless the consent of the person who gave the reference is obtained.

WHISTLEBLOWING POLICY

A “whistleblower” is someone who discovers something that is wrong and alerts his employer or the relevant authorities to what is going on.

Our business is run in accordance with the law. This policy applies to the way that we employ and manage our staff. We operate as a team and we expect our employees to all play their part as members of the team for the good of the business as a whole. We do not believe that any of our employees will ever feel the need to become a whistleblower. There is no reason for any employee to believe that he or she will suffer detriment for speaking up if they believe that something is wrong or that if we are alerted to it we will conceal or destroy evidence. However we are fully aware of our responsibility under the law and we will respect the legal protection afforded to a whistleblower.

POLICY ON USE OF MOBILE PHONES AND MOTOR VEHICLES

1. It is a criminal offence to use a hand-held mobile phone while driving a motor vehicle.
2. Only in an emergency when it would be unsafe to stop are you permitted to use your phone to call the emergency services on 999.
3. Any use of your mobile phone where you have to hold the phone at any point in making or receiving a call or other phone function such as sending text messages in your car with the engine running is against the law.
4. Even if you have a hands-free kit which does not require you to pick up or hold your phone at any point it is still dangerous to use your phone in your car because while you are concentrating on your telephone call you cannot give proper attention to driving your vehicle.
5. When you are driving you should not make a call or answer a call on your mobile phone. Always park your vehicle safely and turn off the engine before using your phone.
6. Although you should to respond to a message or phone call by parking safely and returning calls or periodically checking messages you are not expected or required to use your mobile phone while driving your vehicle and if you do so or commit an offence by doing so we shall regard it as a serious breach of discipline.
7. The reason for these rules is to ensure that no criminal offences are committed by your phone use and to ensure that you comply with our health and safety policy by driving your vehicle safely at all times.

SMOKE-FREE POLICY

Purpose

This policy has been developed to protect all employees, service users, customers and visitors from exposure to second-hand smoke.

Exposure to second-hand smoke, also known as passive smoking, increases the risk of lung cancer, heart disease and other illnesses. Ventilation or separating smokers and non-smokers within the same airspace does not completely stop potentially dangerous exposure.

Policy

It is our policy that all of our workplaces are smoke-free and all employees have a right to work in a smoke-free environment.

Smoking is prohibited throughout the entire workplace with no exceptions. This includes company vehicles. This policy applies to all employees, consultants, contractors, customers or members and visitors.

[IF THERE ARE EXTERNAL AREAS WHERE EMPLOYEES AND CUSTOMERS CAN SMOKE, THESE SHOULD COMPLY WITH THE LAW AND CAN BE OUTLINED HERE]

Implementation

Overall responsibility for policy implementation and review rests with [insert name of the manager or person in control of the premises]. All staff are obliged to adhere to, and facilitate the implementation of the policy.

Appropriate 'No smoking' signs are clearly displayed at the entrances to and within the premises.

Non-compliance

Failure by employees to comply with this policy will be treated as misconduct and could lead to use of the disciplinary procedure as outlined in your staff handbook.

Those who do not comply with the smoking law are also liable to a fixed penalty fine and possible criminal prosecution.

RETIREMENT POLICY

It is our policy that all our employees should retire when they reach the age of 65. When you reach your 65th birthday you will therefore have reached your intended retirement date. However you have a legal right to request to work beyond your intended retirement date and as your employer we have a duty to consider your request.

[Early Voluntary Retirement [optional clause]

If you decide that you would like to retire before you are 65 you may apply to do so. We will also consider any application to vary your terms of employment to phase your retirement by changing the hours that you work or the duties that you have. However any arrangements for voluntary early retirement or a phased reduction in duties will be negotiated on an individual basis.]

Notice of your retirement date.

We will write to you telling you of your intended retirement date giving you at least six months notice of the date that we propose that you should retire and informing you of your right to request to work beyond your intended retirement date.

How to make a request to work beyond your intended retirement date.

If you want to request to work beyond your intended retirement date you should make your request in writing to [state name of person to whom request should be addressed] at [give address]. You should do this after you have received written notification of, but at least three months before, your intended retirement date. You have the right to make one request to work beyond your intended retirement date but if this made less than three months before your retirement date we may not be obliged to consider it.

In making your request you should state whether you wish your employment to continue a) indefinitely, b) for a stated period, or c) until a stated date. You may also, if you wish, make suggestions about changes to your work or the way in which you do your work. For example you may ask to continue working on a part time basis or to do different work after your intended retirement date.

What happens next.

We will usually ask you to attend a meeting to discuss your request within a reasonable time. You must take all reasonable steps to attend the meeting and you have a right to be accompanied to that meeting by a work colleague chosen by you (who may be a Trade Union representative but must work for us), who may confer with you, and address us on your behalf but cannot answer questions put to you. If your chosen companion is not available for the meeting at the time that we suggest, you may propose an alternative time convenient to you and your chosen companion within 7 days of the day that we suggested and we shall postpone the meeting to that time, if it is convenient to us as well.

If it is not reasonably practical to hold a meeting with you then we may decide about your request without meeting with you but only after giving consideration to any written or verbal representations you have made.

The meeting is your opportunity to put your case for working beyond retirement and discuss how this can benefit the business together with any ways in which your role can be changed or your contract terms varied if we decide to agree to your request. We may have other alternative suggestions that we can discuss with you too.

We will consider your request carefully and inform you in writing of our decision as soon as possible (but in any event before your intended retirement date). We do not have to state any reasons for our decision.

When we receive your request to work beyond retirement we may decide to agree to your request in the terms you have requested in which case we may decide that we do not need to hold a meeting with you and will just tell you in writing that we agree your request.

Appeals

If you disagree with our decision you have a right to appeal against our decision or part of it. For example if we decided to agree that you could work after your intended retirement date but for a shorter period than you had proposed, you may appeal the decision in the same way as if we had turned down your request altogether. Your appeal should be put in writing in writing to [state name of person to whom request should be addressed] at [give address] as soon as reasonably possible after you receive written notice of our decision. Your notice of appeal should set out your grounds of appeal.

We will hold another meeting to discuss your appeal and consider any further suggestions that you have about your working beyond your intended retirement date.

You have a right to be accompanied to that meeting by a work colleague in exactly the same way as at the meeting to discuss your request to work beyond retirement.

We may hold this meeting after your intended retirement has taken place.

Working beyond your intended retirement date.

If we are able to agree a basis for you to work beyond your intended retirement date, we will confirm the details to you in writing and issue you with an amendment to your existing contract or issue an entirely new contract of employment on the new agreed terms.

Where we have agreed a new retirement date this will be stated in the letter notifying you of the outcome of your request to work beyond your intended retirement date and it will be stated in your new or amended contract of employment.

If your new retirement date is more than six months after your original intended retirement date or if your new contract does not contain a new retirement date, we will have to give you six months notice of any future intended retirement date and you will have the right to make

an application to work beyond that retirement date following the same procedure as set out above.