



Employee Handbook



Employee Handbook

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Welcome



1 Introduction

Welcome to Welcome to Bradford Literature Festival (Culture Squared).

In order to be fully effective, any company must have a basic set of rules that guide behaviour at work. These are kept to a minimum and are mostly a matter of common sense. This Employee Handbook applies to employees only.

This handbook aims to expand on the information contained in your written job offer and Contract of Employment. This handbook also contains information you will require regarding your employment with us, including Company policies and procedures.

Due to the changing nature of the business and changing legislation, this handbook and all other Company policies and procedures will be updated and amended from time to time. You will be notified of any such amendments to our policies or procedures, including changes to the rules in this handbook.

This handbook is available for all employees to read at any time and, therefore, a copy will be provided to you upon joining us.

Whilst you should be notified on induction that this handbook exists, it is your responsibility to ensure that you make yourself familiar with its contents in order to understand our rules and procedures.

We recognise that English may not be your first language, therefore during your induction you may request to have the key elements of this handbook explained and verbalised.

We expect you and every employee to:

- welcome and expect change as a necessary part of a growing, successful Company
- take extra responsibility and help wherever needed
- maintain a positive outlook and serve as an ambassador for the Company
- ensure that all your work is quality work
- follow every procedure and guideline of your job
- be at work when you are scheduled to work and be on time
- be willing to work extra hours during periods of high demand
- be honest and fair in all your dealings with the Company and your fellow employees
- maintain a clean and professional appearance

2 Introduction to Your Employer

Bradford Literature Festival (BLF) was established in 2014 and is overseen by Culture Squared, a community interest company (CIC), run by Director Syima Aslam. BLF is managed by Director Syima Aslam and has a management and advisory board; however, the board is not involved with the day-to-day workings of the organization. Board members work with the director to set the strategic direction of the Company and agree future objectives.

The success of the Bradford Literature Festival in meeting its objectives depends on the contribution of all staff. With this in mind, BLF actively seeks to develop and nurture a working environment which recognizes the experience and expertise of its staff and is committed to the encouragement and maximization of their potential.

3 Change in Personal Details

In order that employee records and pension information can be kept up to date, it is essential that your line management be informed if any of the following aspects of your personal circumstances change:

- home address and/or telephone number
- forenames of husband/wife/partner and any changes to emergency contact details
- details of change of marital status, surname, or bank details
- professional qualifications obtained
- relevant courses attended, other than those organised by your Employer
- criminal charge, caution, or conviction
- driving licence penalties (if you are required to drive on Company business)

4 Recruitment

Your Employer aims to recruit the right people for the job requirements with a good fit to work culture. Your Employer also aims to be competitive in the job market, balancing their needs and those of future employees.

Your Employer's approach to recruitment is to ensure:

- equality of opportunity
- selection is fair, objective, and cost-effective
- professional standards are maintained
- consistency is achieved in the quality and the calibre of personnel recruited into their organisation
- advertising is directly to potential candidates or via recruitment agencies
- reasonable adjustments to the recruitment process are made so that no applicant is disadvantaged because of their disability

Interviewing potential candidates is the preferred method of selection, however, in certain circumstances, other methods such as practical tests or psychometric testing may be used. Your Employer uses interview questions based on competencies and key experience required to fulfil the role. Feedback on individual interviews will be given to internal and external candidates alike.

Any candidate with a disability will not be excluded unless it is clear that the candidate does not meet the minimum criteria outlined. Reasonable adjustments to the recruitment process will be made to ensure that no applicant is disadvantaged because of their disability.

Your Employer may ask for two written references from your previous two years of employment.

Your Employer will also require proof of your qualifications and your eligibility to work in the UK. For acceptable right to work documents, please see the Government website – <https://www.gov.uk/government/publications/right-to-work-checks-employers-guide>

5 Induction

As a new employee, your Employer will provide you with a full programme of induction training. The purpose of induction is to integrate you so that you are encouraged to become an effective and motivated member of the team. Effective induction makes a major contribution to ensuring new employees are retained.

The induction programme is not a one-off event but takes place over a period of some weeks and is an ongoing process to ensure that you settle in well with your Employer and become confident carrying out

your role. Company information will be given to you in a structured and planned way to prevent you being overwhelmed.

Although you will be supplied with the core information set out under an induction checklist, content of the induction programme for each individual employee will depend on the role and previous work experience, and your manager should vary the induction programme to suit the needs of your role.

6 Probation

Your Employer operates probationary periods for all new employees and, in some cases, for those employees who have been transferred or promoted into different roles.

The intention of the probation is to allow both you and your manager to assess objectively whether you are suited to the job. If any problems arise during probation, your manager should deal with them promptly. This will ensure that you are aware that some aspect is unsatisfactory and prevent the problem from escalating. If deemed necessary, your Employer reserves the right to extend your probationary period for a reasonable length of time. Any such extension will be confirmed to you in writing at the time. If, following your review meeting, your performance has been found satisfactory, your appointment will be confirmed; however, you will not have passed your probation unless you have received confirmation in writing.

The probationary period relevant to you is set out in your Contract of Employment and it may differ from this. The Employer may extend an employee's period of probation at its discretion. The total period of probation will be no longer than 12 months.

7 Working Hours

Your weekly hours (exclusive of meal breaks) are specified on your copy of your Contract of Employment. However, it may be necessary for these to be changed from time to time, on either a temporary or permanent basis, to support business requirements.

Full-time employees are normally allowed a meal break which is detailed in your contract. Part-time employees may have a similar or reduced meal break, dependent upon their individual hours of work. Meal break-times will be arranged by your manager to ensure adequate coverage on site or in the office at all times. The number of working hours worked will be documented on your payslip, where wages vary according to time worked.

You will be expected to work further hours as deemed reasonably necessary by your Employer; this may include being on call outside normal working hours. Should you regularly work a set pattern of overtime, for which you receive additional remuneration, you will be entitled to receive this payment whilst on annual leave. You may also be requested to attend training courses, conventions, or other functions outside normal business hours, without additional remuneration.

Persistent lateness or unauthorised absence will result in resolution action, which could include dismissal.

You agree that you may work for more than an average of 48 hours per week. If you change your mind, you will give your Employer three months' written notice to end this agreement. You agree to comply with all instructions which your Employer may issue from time to time relating to the keeping of records of your working time for the purposes of the Working Time Regulations 1998.

8 Pay

Salaries and related payments are paid monthly in arrears by credit transfer to your bank account, or by cheque payment subject to business needs at the time. Payment will be made on a fixed date of each month as defined in your Contract of Employment. Deductions are made from your salary for Income Tax and National Insurance contributions. These are shown on your payslip.

8.1 Pay Review

Your basic annual salary, as stated in your Contract of Employment, shall be reviewed by your Employer annually. A review of salary does not guarantee that any increase to salary will follow. Increases to salary are entirely at your Employer's discretion.

8.2 Deductions from Salary

- Where we have overpaid you for any reason.
- Where we suffer loss by your failure to follow instructions or exercise due diligence.
- If through your wilful or negligent actions or omission you cause damage to our property, the value of replacement or repair will be deducted.
- If you leave our employment without giving the required notice the value of your pay for the notice period will be deducted.
- Where we have suffered a loss by reason of you binding us into any contract without authority (express or implied), the value of any loss will be deducted.
- When you leave your employment with us, we will deduct any overpayments, advances and holiday pay taken in excess of your pro rata allowance.
- Payment in accordance with any study agreements in place.
- Student loan deductions if applicable.

8.3 Overtime

The Company may, as required from time to time according to the needs of the business, ask you to work overtime. You are reasonably expected to be available for overtime as and when required. All overtime should be expressly agreed in advance with your line manager.

This policy is issued by way of guidance only. It does not form part of your Contract of Employment or otherwise have any contractual effect. This policy may be varied, withdrawn, or replaced at any time by your Employer at its absolute discretion.

Subject to your individual contract, where you are entitled to overtime it will be paid at the rates specified in your Contract of Employment or, (at the Company's absolute discretion) you will be granted time off in lieu.

Your Employer reserves the right to vary these rates at its entire discretion. You will be notified in writing of any changes. Paid overtime will be added to your wages and paid in the usual manner.

9 Other Employee Benefits

9.1 Eyecare

If you are categorised as a user of display screen equipment, you will be provided with an eye test as per the Display Screen Regulations. You should speak to your line manager regarding the correct process to follow. If you do use display screens you should also ensure that your workstation is ergonomically correct and that regular short breaks away from using the screen are carried out. If you have any concerns, you should raise them with your line manager.

10 Expenses

Travelling expenses will be paid to staff members who travel on the Employer's business to other locations, and this is generally limited to the cost of travel from your normal place of work to the distant site and return.

The following expenses will be paid:

- standard rail fare
- use of your own car (motor mileage allowance as determined from time to time)
- air travel (the prior consent of a Director must have been obtained)
- taxi fares where suitable public transport is not available

Claims for overnight expenses can be made only where an overnight stay is unavoidable and prior permission has been obtained. The allowance includes a set amount, to be determined in advance, for an evening meal, bed, and breakfast.

For tax audit purposes original receipts are required for reimbursement of expenses. You will be informed of any additional documentation required from time to time.

You should ensure that all expense claims are made promptly and, at the latest, within four weeks of incurring the expense. Expenses will be paid monthly.

11 Pension

If eligible, your Employer will auto-enrol you into a pension scheme, in accordance with its pensions auto-enrolment obligations.

Full details of the scheme will be given to you when you are enrolled, including the minimum level of contributions that you will be required to make during your membership and your right to opt out if you do not want to be a member of the scheme. While participating in the scheme, you agree to worker pension contributions being deducted from your salary.

Membership of the scheme is subject to its rules as may be amended from time to time, and your Employer may replace the scheme with another pension scheme at any time.

If you cease to be a member of the scheme for any reason, your Employer will re-enrol you automatically into a pension scheme as and when required by law.

12 Dress and Appearance at Work

As your Employer, we operate a dress code appropriate to our clients' business environments. Please check with your line manager to ensure that you are aware of the dress code for your workplace. New employees will be informed of requirements prior to commencing work.

Please remember personal hygiene, tidiness and cleanliness are expected by colleagues and customers alike. If in doubt, please talk with your line manager before adopting a mode of dress or personal appearance that may be unacceptable.

Training, Development & Appraisals



13 Performance Appraisal

At least once a year, you will take part in a meeting with your line manager. The purpose of this meeting is to review your performance over the past year and to look forward to the next year, creating goals, objectives, and targets for your job, taking into consideration the wider team and your Employer as a whole.

You should make the effort to prepare for this meeting so that you can provide evidence for key achievements and delivery of goals from the previous year. Your line manager will also take time to prepare any evidence they need for the meeting. When delivering any feedback, it is important that you and your line manager give specific examples.

This may not be the only time that you and your line manager sit down to discuss performance. There should be a regular series of meetings throughout the year, to ensure that goals, objectives, and targets remain on track.

A written record of this meeting will be retained on your HR record for that year.

14 Training and Development

Your Employer aims to ensure that you are equipped with the knowledge and skills to meet the current and future goals of their business. It is the intention of your Employer that you should receive both introductory training to familiarise you with the new environment and also job training to enable you to carry out the tasks assigned to you at any time.

All employees have access to the online portal DevelopME to support employee and personal development.

Wellbeing



15 Employee Wellbeing

Your Employers' Employee Wellbeing policy is set out in this section and is used to manage its obligations to maintain the mental health and wellbeing of all staff. It covers their commitment to employee health, the responsibilities of managers and others for maintaining psychological health, communicating, and training on health issues, and commitment to handling individual issues.

15.1 Objectives

The aim of this policy is to describe your Employer's commitment to the mental health and wellbeing of its employees in its broadest sense, setting out how they fulfil their legal obligations, the responsibilities of different functions and specialists, and the range of services available to help you maintain health and wellbeing. Your Employer recognises that wellbeing and performance are linked. Improving your ability to handle pressure and to balance work and home life will ultimately lead to improved performances from both you and your Employer.

15.2 Your Employer's Commitment

Your Employer has legal obligations under Health and Safety legislation to manage risks to the health and safety of all their employees. In addition to reducing safety risks, this means operating their business in a way that minimises harm to your mental health, for example by ensuring that the demands of your role are not unacceptable and having policies and procedures in place to support you if you are experiencing mental ill health at work.

Your Employer will put in place measures to prevent and manage risks to your 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 to raise awareness of mental health issues at work.

15.3 Your Employer's Responsibilities

Your Employer has a legal duty of care to you to ensure health at work, as set out in the Health and Safety at Work etc. Act 1974 and the Management of Health and Safety at Work Regulations 1999. Your Employer ensures that its policies and practices reflect this duty and reviews the operation of these documents at regular intervals. Your line manager will minimise the risks to your wellbeing, particularly from negative pressure at work.

15.4 Managers' Responsibilities

Managers will familiarise themselves with the Health and Safety Executive's stress management standards and use these to mitigate psychological risks in their teams: <http://www.hse.gov.uk/stress/standards/>

For example, your line manager should ensure that you understand your role within the team and receive the necessary information and support from them and team members to do your job. Managers must also familiarise themselves with your Employer's policies on diversity and tackling inappropriate behaviour to support all employees, for example on bullying and harassment issues.

Managers take steps to reduce the risks to your 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 you up to date with developments at work and how these might affect your job and workload.
- ensuring that you know who to approach with problems concerning your role and how to pursue issues with senior management.

- making sure all jobs are designed fairly and that work is allocated appropriately between teams.
- ensuring your workstation is regularly assessed to ensure it is appropriate and fit for purpose.
- monitoring your working hours and overtime to ensure you are not overworking; and
- monitoring your holidays to ensure you are taking your full entitlement.

Your Employer has policies and procedures to protect your wellbeing, assist your line manager in supporting you, and liaise as appropriate with occupational health and other medical professionals, with the objective of helping you to maintain good psychological health.

15.5 Your Responsibilities

You must take responsibility for managing your own health and wellbeing, by adopting good health behaviours and informing your line manager if you believe work or the work environment poses a risk to your health. Any health-related information disclosed by you during discussions with your line manager, HR or occupational health is treated in confidence.

There are several independent charities who can help with health and wellbeing: financial, physical, mental, and social challenges. For confidential support and advice these charities can be contacted through helplines, live chat and even text messaging. See the link below for a list of different charities available who offer advice and support:

<https://www.nhs.uk/Conditions/stress-anxiety-depression/Pages/mental-health-helplines.aspx>

15.6 Training and Communications

Your line manager and you should regularly discuss your individual training needs to ensure that you 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 change.

Your line manager and you are encouraged to participate in communication feedback exercises, including staff surveys. You 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 organisation-wide methods. Your Employer will ensure that structures exist to give you regular feedback on your performance and for you to raise concerns.

15.7 Occupational Health

A referral to the Occupational Health team may be made, if this is considered appropriate after an initial discussion with your line manager, to make a medical assessment of your fitness for work, suggesting rehabilitation plans if you are returning to work after a period of absence etc.

Discussions between you and the Occupational Health professionals are confidential, although the Occupational Health team is likely to provide a report to HR on your fitness to work, and any recommended adaptations to your working environment.

15.8 Data Protection of Medical Information

Line managers, HR and Occupational Health will ensure that personal data, including information about individuals' health, is handled in accordance with the Data Protection policy.

16 Menopause Policy

This policy sets out your rights if you are experiencing menopausal symptoms and explains the support available to you. Your Employer's policy is to have an open and empathetic environment whereby you

feel you can approach the subject of the menopause and raise any symptoms you may have and what support and consideration you may need.

Your Employer has a duty to provide a safe working environment for all employees. At the same time, our policy is to ensure that you are treated sensitively with dignity and respect and are not subject to innuendo, discrimination, or unwanted disclosure. It is recognised that menopausal symptoms may also affect transgender employees and non-binary employees.

It is your Employer's intention to have a safe, inclusive, supportive, and inspiring working culture and to seek to create an atmosphere of wellbeing.

All employees should read this policy and the Company expects you to respect it.

16.1 The Menopause

You can read symptoms of the menopause on the NHS website here <https://www.nhs.uk/conditions/menopause/symptoms/>

The menopause is an event in most women's lives where they stop having periods due to a change in hormones. This can happen naturally or be medically induced. Perimenopause is the time leading up to the menopause where the individual may be experiencing symptoms and post menopause is the time after menopause.

Each woman will be affected in different ways and to different degrees over different lengths of time. Symptoms can manifest both physically and psychologically. Symptoms can have a huge effect on a woman's comfort and performance when working either within the workplace or when working at home.

You should consider this policy in conjunction with other relevant policies, such as Attendance, Equal Opportunities, Grievance, or Harassment and Bullying.

16.2 Raising the Issue - Confidentiality

You are encouraged to talk to your line manager in the first instance unless you prefer to talk to another manager first. It is ok if you would like to bring a colleague with you to any discussion, please just let us know. Your symptoms will be taken seriously by listening sympathetically and agreeing an action of support. You may also want to speak to HR (if applicable). You will not be treated less favourably by raising any issues or taking up any support offered.

Your employer would like to discuss your feelings on privacy, how your symptoms might affect your comfort and performance at work, and whether they need to take any steps to protect your health and safety at work and support you in your role.

The menopause is a health issue, is sensitive, and special category data under Data Protection regulations. Managers are therefore bound by a heavy duty of confidentiality, but to be effective, they may need to share information with others to whom they report if they are to take supportive actions. You may also want to speak to your Doctor or specialist for further support.

16.3 What Your Employer Might Do to Support You:

- Carry out a risk assessment.
- Discuss with you any reasonable steps or adjustments that they might take to help alleviate your symptoms and/or assist you in maintaining your work performance. These might, at their discretion, include flexible working practices (temporary) and reviewing your duties
- Flexibility in dress code

- Make minor adjustments to your working environment such as desk fans, time out to get some fresh air, etc.

16.4 Additional Support

The following external support is available:

- <https://www.menopausematters.co.uk/> which provides information about the menopause, menopausal symptoms, and treatment options
- <https://www.daisynetwork.org/> which provides support for women experiencing premature menopause
- <https://www.menopausecafe.net/> which provides information about events where people can meet up and discuss the menopause.

16.5 Data Protection

Your Employer will process any personal data collected in accordance with our data protection policy. Data collected from the point at which we become aware of the issue is held securely and accessed by, and disclosed to, individuals only for the purposes of providing the necessary support.

Absence



17 Absence

17.1 What to Do if You Are Sick

If you are not well enough to go into work on your usual day, you must telephone your line manager before 8 am (or at most one hour after your start time), where practical, to inform them of your absence and the reason for it. Text messages and emails are not accepted as notification of absence.

Should your absence last for more than seven calendar days, you will be required to submit a medical certificate, or a fit note, from your doctor to your line manager.

If the fit note recommends any adjustments to your duties, hours and/or working conditions to assist your return, your Employer will work with you to carry these out. However, please note that the fit note and any advice on that note, is not binding to your Employer.

17.2 Return to Work Meetings

Your line manager will conduct a “return to work” meeting with you if you have been off sick, regardless of the duration of the absence. The intention of the meeting is to ensure that your line manager is aware of the reasons for the absence, to establish if there is anything they can do to support you and to help prevent further absences, which might be disruptive to the team. For you, it is an opportunity to raise any issues regarding your return to work and any adjustments that may be required to support this.

There may be occasions where your Employer may consider it necessary to request details from a medical practitioner regarding your health. Where this is the case, your permission will be sought for the report to be obtained and you will be fully informed of your rights.

17.3 Absence Recording

Absence records are maintained on the HRIS or on a secured spreadsheet and are based on information received from you and approved by your line manager. This information is used to monitor levels of sickness absence in the Company.

17.4 Short-Term or Sporadic Sickness Absence

Any issues with sickness absence in the short term or the discovery of sporadic absence (the occasional day here and there) will be highlighted when a threshold is reached. Your line manager will review your sickness absence record and address any patterns or concerns in the return-to-work interview.

Your line manager will discuss with you when the levels/patterns are not satisfactory and whether there are any workplace-related causes for your absence. Ways of reducing your sickness absence, wherever possible, will also be discussed.

If your levels of sickness absence continue to be unacceptable and any informal meetings and subsequent remedial actions have not been successful, your line manager may choose to use your Employer’s resolution procedure, dependent on the circumstances, using the Bradford Factor absence scoring guide.

The system works by multiplying the number of occasions within a rolling 12-month period by itself, then by the number of days, to give a score. An example is one incident lasting 14 days would be 1 x 1 x 14, giving a score of 14.

The Bradford Factor absence scoring prompts formal resolution meetings in relation to the number of occasions'/days' absence. The scoring prompts use of the resolution procedure dependent on the individual circumstances. Formal meetings are referred to as resolution meetings and have the aim of discussing your health, the impact your absence has had on your Employer, and how you and they can work together to minimise the impact moving forward.

64 - 124	A documented informal discussion
125 - 399	Formal resolution hearing with a potential outcome of a written warning
400 - 699	Formal resolution hearing with a potential outcome of a final written warning
700 or more	Formal resolution hearing with a potential outcome of dismissal from the Company

Your line manager will use discretion when, following a thorough review of all the absences and occasions in the rolling 12-month period, there is a mix of both long-term and short-term absences. This is to ensure a fair and objective approach is taken in each individual circumstance.

Guidance can be sought from Breathing Space HR, any internal HR Advisor, or the Senior Management Team.

17.5 Long-Term Sickness Absence

Your line manager will be proactive in managing your absence if you are on long-term sick absence, the following procedure applies:

The threshold points that are used when you are on long-term sickness absence are set out below. When applying these trigger points, your line manager will consider any special rules that may apply to you with regard to pregnancy and any disability. There are also special considerations when ill-health retirement is a possibility or in the event that you have a terminal illness.

The Stages set out below in 16.5.3 are guidelines only. There are limited circumstances in which it will be appropriate for you to skip straight to the Stage 3 long-term sickness absence final meeting. For example, this could be the case where the medical advice is that you will never be able to return to work.

Where you are absent for eight calendar days or more, you must ensure that you provide a fit note (also known as a "statement of fitness for work") from your doctor as soon as possible. A doctor's fit note may state that you:

- are "not fit for work," in which case you should remain off work; or
- "may be fit for work," if the doctor's recommendations are followed (for example, a phased return, amended job duties, altered hours of work or workplace adaptations).

Your fit note will state the period that it covers, with a section for a start and end date. If you are on long-term sickness absence and are not returning to work on the next working day after the end date, you must obtain a new fit note.

While there is no legal obligation on your Employer to follow your doctor's recommendations, your line manager should take what your doctor has written seriously and give fair consideration (in consultation with both you and the HR department) as to whether or not any of the changes recommended by your doctor can be accommodated.

If you are absent from work for long periods due to ill health, your Employer is committed to dealing fairly with you and will aim to assist you with your rehabilitation and eventual return to work.

Your Employer understands that you may have a health condition or injury that means you are not fit for work, and that your recovery may be a slow process. However, your Employer must also pay due regard to its operational needs. Your absence on long-term sickness absence can damage efficiency and productivity and place an additional burden on your work colleagues.

If you are on long-term sickness absence, your Employer may consider disciplinary/ resolution action only after it has made all reasonable and practicable attempts to support your return to work, including any reasonable adjustments if you have a disability covered in the Equality Act 2010.

Your Employer aims to strike a reasonable balance between the pursuit of its operational needs and your genuine need to take time off work because of ill health.

This policy does not form part of your terms and conditions of employment and may be subject to change at the discretion of the management.

Long-term sickness absence is defined as an absence lasting at least 28 calendar days. Your Employer has a separate Short-term Absence policy.

If you are on long-term sickness absence but return to work for a short period or periods, your Employer reserves the right to continue to manage your sickness absence under this policy. This is to prevent your Employer from being required to switch between its policy on long-term sickness absence and its separate policy on short-term sickness absence solely on the basis that you have returned to work for a short period.

Your Employer has other policies in place to deal with time off work for personal reasons/family reasons/compassionate leave.

If your Employer suspects there to be misconduct, its separate resolution procedure will apply. For example, your Employer may take disciplinary/resolution action if there is evidence that:

- your absence is not genuine or not for the reason provided;
- you are undertaking inappropriate activities while off sick, such as carrying out work for another Employer; or
- you have not followed the correct sickness absence notification and evidence procedure

You Are Required To:

- provide medical evidence for sickness of more than seven calendar days (sickness of seven calendar days or less being self-certified);
- continue to keep in touch with your line manager while unable to attend work;
- be honest with your line manager about the reason (i.e. the nature of the illness or injury) why you cannot attend work and how long you think your absence will last;
- do what is possible to enable a return to work, for example by following medical guidance, taking steps recommended by your doctor during rehabilitation and not undertaking any activities while on sick leave that could exacerbate your health problem;

- tell your line manager of any extenuating circumstances, for example personal or family problems or an unmanageable workload;
- bear in mind that your Employer may seek a medical report, for example from your doctor or from Occupational Health;
- co-operate with your Employer with regard to the possible implementation of any adjustments to job duties, hours or working conditions, particularly those suggested by a doctor; and
- attend a return-to-work meeting when returning to work following long-term sickness absence.

17.5.1 Keeping in Touch with You

It is important that your Employer maintains contact with you if you are on long-term sickness absence to:

- monitor your progress in terms of your return to health;
- support you and actively maintain your engagement with your Employer;
- provide information to you so that they may make informed decisions (for example, in relation to sick pay entitlement);
- provide practical support from your Employer's Occupational Health advisors;
- encourage a return to work as early as possible;
- facilitate a phased return to work if required, by making appropriate temporary or permanent adjustments; and
- ensure that you remain informed about events in the workplace.

It is the joint responsibility of both you and your line manager to maintain contact. Once you are on long-term sickness absence (i.e. once you have reached 28 days' continuous absence), your line manager will contact you to agree the method and frequency of contact. Contact should be on a regular basis and at least monthly.

In some circumstances, contact with you while on long-term sickness absence can be maintained via home visits. Home visits will take place only with your prior consent and at mutually agreed times.

Home visits will be conducted by your line manager or an HR manager. Your line manager will normally be accompanied by a note taker. If you are female, at least one of the visitors should always be female. If you wish, you may be accompanied during the visit, for example by a family member or an employee representative.

If you would prefer your Employer's representative not to visit you at home, another location near your home (such as a local cafe or leisure centre) could be mutually agreed.

17.5.2 Occupational Health Referrals

At various stages of managing your sickness absence, your line manager may want to obtain advice on your fitness for work from Occupational Health advisors. You will be advised by your Employer if an Occupational Health referral is required.

17.5.3 Long-Term Sickness Absence Process

STAGE 1

When you have been absent for 28 calendar days, or as soon as a fit note has signed you off for at least 28 days, your line manager will set up a Stage 1 long-term sickness absence formal meeting.

The meeting should be with your line manager and a notetaker. Your line manager should contact you to agree a date, time, and location for the meeting to take place, at a time that is convenient for you, your line manager and the notetaker.

If you do not respond to efforts made to contact you, or you do not co-operate with attempts to agree a time and place for the meeting, your line manager is entitled to set a time and place for the meeting without your agreement.

While the meeting can take place in the workplace, it may be that your condition necessitates a venue that is away from your place of work. For example, your mobility may be restricted, or you may be suffering from work-related stress and may be uncomfortable going into work. Your line manager and a notetaker should therefore be open to the meeting taking place in another location. This could be your home (although only if you are comfortable with this) or a venue near your home (such as a local cafe or leisure centre).

Once the date, time and location of the meeting have been agreed, your line manager should write to you inviting you the Stage 1 long-term sickness absence formal meeting. You should be given at least 48 hours' notice of the meeting. The letter should explain to you the purpose of the meeting and advise you that you can be accompanied by a fellow worker or trade union official.

A few days before the meeting, your line manager should contact you to confirm that you are still well enough for the meeting to proceed.

Stage 1 Meeting

The Stage 1 long-term sickness absence formal meeting will be held by your line manager, together with a notetaker.

At the meeting, your line manager will:

- establish how you are doing and the likely length of your absence, bearing in mind the advice in your fit note or medical report;
- discuss with you what options/support can be considered to assist you in returning to work (for example, a phased return when you are able to return, amended job duties, altered hours of work or workplace adaptations);
- consider if a medical report or occupational health consultation would be useful for the business and yourself;
- discuss future medical appointments and treatment;
- explain to you your sick pay entitlement (and, if applicable, the possibility of making a claim under a permanent health insurance scheme or similar insurance scheme);

- confirm when the next contact with you will take place (for example, if you are undergoing an operation, a reasonable period after the operation has taken place);
- agree any interim meetings to support you and discuss a medical report or occupational health consultation.

Stage 1 Outcome

After the meeting, your line manager will confirm in writing what has been discussed at the Stage 1 meeting. The letter, which should be provided to you within seven working days of the meeting, should include details of any steps or targets that have been agreed to help you to return to work, and any support that your Employer is providing for you.

STAGE 2

Once you have been absent for three months, or as soon as it is confirmed that you will be absent for three months (for example, a fit note has signed you off for that period), your line manager will set up a Stage 2 long-term sickness absence formal meeting.

Stage 2 long-term sickness absence formal meetings should also take place every three months until you return to work, or you have reached the point where you are unlikely to be able to return to work in the foreseeable future and/or the business can operationally no longer sustain the absence. At this point a Stage 3 long-term sickness absence formal meeting will take place.

Stage 2 Invitation

The meeting should be with your line manager and a notetaker. Your line manager should contact you to agree a date, time, and location for the meeting to take place, at a time that is convenient for you, your line manager and a notetaker.

If you do not respond to efforts made to contact you or you do not co-operate with attempts to agree a time and place for the meeting, your line manager is entitled to set a time and place for the meeting without your agreement.

While the meeting can take place in the workplace, it may be that your condition necessitates a venue that is away from your place of work. For example, your mobility may be restricted, or you may be suffering from work-related stress and may be uncomfortable coming to work. Your line manager and a notetaker should therefore be open to the meeting taking place in another location. This could be your home (although only if you are comfortable with this) or a venue near your home (such as a local cafe or leisure centre).

Once the date, time and location of the meeting have been agreed, your line manager should write to you inviting you to a Stage 2 long-term sickness absence formal meeting. You should be given at least 48 hours' notice of the meeting. The letter should explain to you the purpose of the meeting and advise you that you can be accompanied by a fellow worker or trade union official.

A few days before the meeting, your line manager should contact you to confirm that you are still well enough for the meeting to proceed.

Stage 2 Meeting

The Stage 2 long-term sickness absence formal review meeting will be held by your line manager, together with a notetaker.

At a Stage 2 long-term sickness absence formal meeting, your line manager will:

- establish how you are doing and the likely length of your absence, bearing in mind the advice in your fit note or medical report;
- discuss with you what steps can be taken to assist you in returning to work (for example, a phased return when you are able to return, amended job duties, altered hours of work or workplace adaptations);
- consider if a medical report or occupational health consultation would be useful for the business and yourself;
- discuss the possibility of dismissal if it appears that you will be unable to return to work;
- explain to you your sick pay entitlement (and, if applicable, the possibility of making a claim under a permanent health insurance scheme or similar insurance scheme); and
- confirm when the next contact will take place (for example, if you are undergoing an operation, a reasonable period after the operation has taken place);
- agree any interim meetings to support you and discuss a medical report or occupational health consultation.

Stage 2 Outcome

After the meeting, your line manager will confirm in writing what has been discussed at a Stage 2 meeting. The letter, which should be provided to you within seven working days of the meeting, should include details of any steps or targets that have been agreed to help you to return to work, and any support that your Employer is providing for you.

STAGE 3

A Stage 3 long-term sickness absence final meeting will be arranged following the Stage 2 long-term sickness absence process if:

- it is clear from medical occupational health advice and treatment plans that you are unable to return to your role in the foreseeable future and/or the business can operationally no longer sustain the absence;
- all reasonable steps to assist you in returning to work (for example, a phased return, amended job duties, altered hours of work or workplace adaptations) have been exhausted; or
- the possibility of dismissal has been discussed with you.

A Stage 3 long-term sickness absence final meeting will also be arranged when you have reached the point where you are unlikely to be able to return to work in the foreseeable future or as soon as it is confirmed that your continuous absence period will last for at least a further six months (for example, a fit note has signed you off for a period that will take you beyond six months' continuous absence).

Stage 3 Invitation

The meeting should be with an independent senior manager and a notetaker. Your line manager should contact you to agree a date, time, and location for the meeting to take place, at a time that is convenient for you, the senior manager and a notetaker.

If you do not respond to efforts made to contact you, or you do not co-operate with attempts to agree a time and place for the meeting, your line manager is entitled to set a time and place for the meeting without your agreement.

While the meeting can take place in your workplace, it may be that your condition necessitates a venue that is away from your place of work. For example, your mobility may be restricted, or you may be suffering from work-related stress and may be uncomfortable coming to work. The senior manager and the notetaker should therefore be open to the meeting taking place in another location. This could be your home (although only if you are comfortable with this) or a venue near your home (such as a local cafe or leisure centre).

Once the date, time and location of the meeting have been agreed, the senior manager should write to you inviting you to the Stage 3 long-term sickness absence final meeting. You should be given at least 48 hours' notice of the meeting. The letter should explain to you the purpose of the meeting and advise you that you can be accompanied by a fellow worker or trade union official.

The letter should warn you that a possible outcome of the meeting is that you may be dismissed by reason of capability.

A few days before the meeting, the senior manager should contact you to confirm that you are still well enough for the meeting to proceed.

Stage 3 Meeting

The Stage 3 long-term sickness absence final formal review meeting will be held by an independent senior manager, together with a notetaker.

At the meeting, the senior manager and the notetaker will consider all the circumstances of your case, including:

- the length of your absence and the likely length of future absence;
- medical advice on your condition;
- if applicable, the possibility of ill-health retirement or making a claim under a permanent health insurance scheme or similar insurance scheme;
- what adjustments are available to help you to return to work; and
- the effect of your continued absence on your colleagues and department.

Stage 3 Outcome

After the meeting, the senior manager will set out in writing the outcome of the Stage 3 meeting. The outcome of the meeting could be:

- a decision for you to remain on sick leave until you have recovered (typically where an approximate return date can be identified);
- if applicable, further steps to pursue ill-health retirement or a claim under a permanent health insurance or similar insurance scheme;
- the issue of a warning that your continued absence is unsustainable;
- an offer to make adjustments to your work;
- redeployment with your agreement; or
- a decision to dismiss you.

Where your Employer has a permanent health insurance or similar insurance scheme, a decision to dismiss should not be taken without seeking advice on whether or not you may be able to benefit from such schemes in the event of your dismissal.

The letter should be provided to you within seven working days of the meeting.

17.5.4 Appeal

If you are given a warning or you are dismissed under this procedure, you have the right of appeal. Your appeal should be sent in writing to a senior manager and set out the grounds on which you believe the decision was unfair.

You should lodge your appeal within five working days of receiving written confirmation of the sanction imposed on you by your Employer.

Your appeal hearing will be convened within a reasonable period, after your appeal is lodged. Your appeal hearing will be chaired by a member of management together with a notetaker.

You will be entitled to be accompanied by a fellow employee or a trade union official.

At the hearing, the decision to impose the sanction will be reviewed and you will be entitled to make representations about the appropriateness of the decision.

The outcome of the appeal will be confirmed to you in writing, explaining the grounds on which the decision was reached. The outcome of the appeal, which will be final, should be provided to you within seven working days of the hearing.

17.5.5 Return to Work Arrangements Following Long-Term Sickness Absence

If you have been on long-term sickness absence, your Employer would prefer you to return to your former post and way of working, however, they recognise that this is not always possible. Your Employer sees the value of phasing you back to work, temporarily adjusting your duties or redeploying you permanently if you cannot return to your previous role.

For example, it is well known that you are more likely to remain at work and not go off sick again if you initially return to work on reduced hours and gradually build up your number of hours. Your Employer will always arrange a return to work meeting (see below) for you if you are returning from long-term sickness absence.

When you return to work, your line manager should arrange to reintroduce you back into the workplace and ensure that arrangements are made to support you on your return. These arrangements should include any agreed adjustments and (where necessary) a risk assessment.

17.5.6 Phased Return to Work

If you have been on long-term sickness absence, a phased return will often be the most successful way of returning you to work. A phased return to work allows you to transition from ill-health absence back to full (or sometimes permanently amended) work duties. A phased return to work could involve a gradual increase in hours, or an initial period during which you work from home on certain days.

The phased return to work will usually arise following medical advice, which could be:

- a doctor's letter or medical report, or Occupational Health specialist recommending a phased return; or
- one of the options on your fit note.

When considering whether or not a phased return to work is appropriate, your Employer should bear in mind that a phased return to work may be required as a reasonable adjustment if you have a disability. A phased return to work will not be suitable if you remain unfit for any work.

Once the possibility of a phased return to work has been raised, your line manager should invite you to a meeting to discuss the medical advice and the possibility of a phased return to work. A notetaker should also be present. Your line manager's invitation, which should be in writing, should inform you in advance of the arrangements for the meeting, including who is to attend on behalf of your Employer.

While the meeting can take place in the workplace, it may be that your condition necessitates a venue that is away from your place of work. For example, your mobility may be restricted, or you may be suffering from work-related stress and may be uncomfortable coming to work. Your line manager should therefore be open to the meeting taking place in another location. This could be your home (although only if you are comfortable with this) or a venue near your home (such as a local cafe or leisure centre).

The meeting should cover whether or not a phased return to work is possible, and, if it is:

- when it could start, and with what work and hours;
- whether or not there will need to be any changes to your work environment or workplace during the phased return to work and/or once the phased return to work is completed;
- when and how your work and hours will develop during any phased return to work;
- what arrangements will be put in place to monitor your progress during any phased return to work;
- your pay during any phased return to work; and
- to whom you should report if there are any difficulties with your return to work.

Notes should be taken as to what has been discussed and agreed at the meeting and what follow-up has been agreed. The follow-up will often require a further meeting, and the date and arrangements for the next meeting should be agreed at the end of the first meeting.

17.5.7 Permanent Redeployment

If you are on long-term sickness absence and it appears unlikely from the medical advice that you will be able to return to your existing role, your Employer will consider redeployment.

Any offer to redeploy you will be entirely at your Employer's discretion. Such an offer will be made only where your Employer is confident that you are no longer able to continue to work in your current role and will be able to perform well in the redeployed role.

While you are free to refuse any offer of redeployment, the only alternative available will usually be dismissal. If your Employer believes that there is no alternative role available and suitable for you, your Employer may be left with no option but to dismiss.

Should you choose to accept permanent redeployment, you will be asked to agree to a variation of contract.

Before you are dismissed because there is no suitable role available or because you unreasonably refuse an offer of redeployment, a Stage 3 long-term sickness absence final meeting should be held. If you are dismissed following the Stage 3 meeting, you should be given the opportunity to appeal against the dismissal.

Any dismissal will be with full notice or payment in lieu of notice.

17.5.8 Return to Work Meetings

If you are returning to work following long-term sickness absence, your line manager should arrange to meet informally with you. Ideally, the return-to-work meeting will take place prior to your return to work, to allow time for any necessary adjustments to be made to your working arrangements and conditions. If this is not possible, the return-to-work meeting should take place on your first day back at work. The return-to-work meeting should take place in a private place, and all discussions between you and your line manager should be private and confidential.

While the meeting can take place in the workplace, it may be that your condition necessitates a venue that is away from your place of work. For example, your mobility may be restricted, or you may be suffering from work-related stress and may be uncomfortable coming to work. Your line manager should therefore be open to the meeting taking place in another location. This could be your home (although only if you are comfortable with this) or a venue near your home (such as a local cafe or leisure centre).

During a return-to-work meeting after long-term sickness absence, the manager should discuss:

- the arrangements for your return to work, including any adjustments that are being made, such as a phased return or homeworking;
- what work you will be doing on your return to work, including an outline of work during your first week back;
- any medical issues your Employer is not already aware of, such as any updated guidance from your doctor;
- what arrangements will be put in place to monitor your progress; and
- to whom you should report if you have any difficulties with the arrangements.

At the end of the return-to-work meeting, you and your line manager should agree your next meeting to monitor your progress. If the return-to-work meeting takes place before your return, this should be a short meeting on your first day back. If the return-to-work meeting takes place on your first day back at work, this meeting should be at the end of your first week back.

17.5.9 Special Cases

Pregnancy-Related Absences

If you are off work because of pregnancy-related ill health, you must abide by your Employer's absence reporting procedure. For example, as a pregnant employee you are subject to the usual notification and evidence requirements and should be asked to attend a return-to-work meeting when returning to work.

However, any pregnancy-related sickness absence by you as a pregnant employee should not be considered by your Employer when checking if the need for formal action under their sickness absence management procedure has been triggered.

If your line manager is in any doubt as to whether or not your absence as a pregnant employee is related to your pregnancy, your line manager should seek clarification.

Disability-Related Absences

If you give, as the reason for absence, an underlying health issue that could amount to a disability under the Equality Act 2010, your line manager must refer to HR. This includes where you have stated that you are suffering from stress.

The legal definition of a "disability" is wide, and your line manager should contact HR for clarification.

Your line manager should remember that your Employer is under a duty to make reasonable adjustments for disabled employees.

Terminal Illness

Where you are suffering from a terminal illness, your Employer will endeavour as far as possible to accommodate your wishes and to provide the most financially advantageous arrangements for you and your family. This includes discussion of the possibility of ill-health retirement or the termination of employment with a lump-sum payment under your pension scheme.

While your Employer will support you if you wish to continue working, as an employee with a terminal illness, you should bear in mind that there may come a time when you will be unable to continue working. In this case, your line manager will discuss the options with you, with the support of HR.

If you choose, as a terminally ill employee, to continue working you should bear in mind that, while there is no obligation to inform your Employer or any of your colleagues about your illness, it is normally better to do so in order to allow the proper support to be provided.

18 Sick Pay

Any statement made by you or on your behalf, or any document produced by you relating to your absence from work due to sickness or injury which your Employer reasonably believes to be untrue and/or misleading or to have been falsified will be treated as gross misconduct and may result in your summary dismissal.

Your Employer reserves the right to withhold payment of any sick pay if you fail to comply with the correct notification procedure, fail to provide the required documentation, have resolution/disciplinary proceedings pending against you, refuse to attend a medical examination or falsify any sickness.

18.1 Statutory Sick Pay (SSP)

To be paid SSP, you have to be absent for four consecutive days (including non-working days); these can be linked if there are no more than 56 days between absences. The first three days are not paid but count towards sickness absence calculations and SSP.

The SSP rate is set by the Government each year and is subject to PAYE and National Insurance. SSP is payable for the first 28 weeks of sickness absence or spells of illness that are linked to form one period.

18.2 Company Sick Pay (CSP)

Organisational sick pay is 5 days full pay 3 of those days will be SSP waiting days. When the organisational sick pay is exhausted employees will then receive SSP.

An employee will not be entitled to organisational sick pay if:

- the employee has not yet been employed for a continuous period of at least three months and must not be in their probationary period.
- not worked normally for at least one month prior to the commencement of any incapacity to work.
- the employee fails to comply with the notification and certification requirements imposed by the Employer from time to time.
- the employee refuses to attend a medical examination at the reasonable request of the Employer.
- the employee's incapacity has been caused by participation in dangerous sports or activities.
- the employee makes or produces any misleading or untrue statement or document concerning his/her fitness to work.
- disciplinary proceedings are pending against the employee.

Company sick pay is a benefit and not a contractual right, and therefore is paid at the discretion of your Employer.

You agree to repay your Employer on request such sums as you may receive by way of sick pay if you recover compensation and/or damages from any third party, including your Employer, as a consequence of your suffering illness and/or injury in respect of which sick pay was paid by your Employer and you further agree, for the purposes of this clause, to disclose immediately to your Employer all details relating to the payment of such compensation and/or damages.

Time Off



19 Time Off for Dependants

Your Employer operates the following policy in relation to emergency situations involving dependants. It explains the right to take time off to manage unexpected or sudden problems relating to a dependant and make any necessary longer-term arrangements.

19.1 Circumstances in Which the Right to Time Off for Dependants Apply

Irrespective of length of service, and whether you are part-time or full-time, you are entitled to take a reasonable amount of time off during working hours to take necessary action:

- to help when a dependant falls ill, gives birth, or is injured or assaulted;
- to make arrangements for the provision of care for an ill or injured dependant;
- in consequence of the death of a dependant;
- because of the unexpected disruption or termination of arrangements for the care of a dependant; and
- to deal with an incident that involves your child and occurs unexpectedly while your child is at school/another educational establishment.

A dependant is:

- a spouse;
- a civil partner;
- a child;
- a parent;
- a person who lives with you other than as your employee, tenant, lodger, or boarder;
- any other person who would reasonably rely on you for assistance if they fell ill or were injured or assaulted, or who would rely on you to make arrangements for the provision of care in the event of illness or injury; or
- in relation to the disruption or termination of care for a dependant, any other person who reasonably relies on you to make arrangements for the provision of care.

19.2 Procedure

If you need to take time off for dependants, you should contact your line manager at the earliest opportunity. If you become aware of an emergency while at work, you should immediately speak to your line manager about leaving work early. You should explain:

- the reason for the absence; and
- how long you expect to be absent from work.

If your line manager is unavailable, you must speak to an equivalent or more senior manager. If you are unable to contact the manager before taking time off for dependants, you should contact the manager as soon as possible. You must inform your line manager as soon as possible of any change in the anticipated date of your return to work.

19.3 Pay

There is no statutory entitlement to receive pay while taking time off for dependants. Therefore, your Employer does not pay you for any time off for dependants.

19.4 How Much Time Off Can Be Taken?

The right to time off for dependants will, in most cases, be one or two days. You must actively seek alternative longer-term arrangements for the care of a dependant as soon as possible after

the emergency occurs. If you are unable to make alternative arrangements, you must contact your line manager and explain why further absence is required.

19.5 Other Types of Leave

Time off under this policy is intended to be for you to deal with emergency situations involving dependants. Once the immediate emergency has been taken care of, you are expected to return to work or, if further time off is necessary, request to take it as annual leave under the organisation's Holiday policy.

Your Employer also has a separate policy on compassionate leave, which is for you to come to terms with the death of a loved one, a serious illness or injury involving a loved one, or serious personal relationship problems.

You are also entitled to unpaid parental leave, details of which are available here: <https://www.gov.uk/parental-leave>.

19.6 Providing False Information

If you knowingly provide false information in relation to taking time off for dependants, this may be treated as a resolution matter, which could potentially amount to gross misconduct, rendering you liable to dismissal.

19.7 Queries and Complaints

If you have a query about this policy or believe that you have been unreasonably refused time off, you should in the first instance, discuss the matter with your line manager. If the issue cannot be resolved in this way, you may use your Employer's formal grievance procedure to resolve any dispute.

20 Compassionate Leave

If you experience the death of an immediate family member, you may be eligible for paid compassionate leave of up to two consecutive workdays. Immediate family is defined as spouse/civil partner or significant other, child or stepchild, parent or stepparent, mother-in-law or father-in-law, brother or sister, sister-in-law or brother-in-law, grandparent, or grandchild. This is paid at the discretion of your Employer, is non-contractual and not guaranteed.

Some domestic emergencies, such as a fire or a flood, would obviously require the presence of you at home and a degree of sympathy would be appropriate in the event of a request for time off work in such circumstances.

21 GP, Dental and Other Medical Appointments

You should arrange medical, dental, or other such appointments outside of work time or at the beginning or the end of your working day. Your Employer recognises that this is not always possible and will allow you reasonable unpaid time off to attend such appointments. You should give your line manager reasonable notice of the appointment and when asked, provide written evidence for that appointment.

22 Jury Service

In the event of you being called up for jury service, you should contact your line manager to request leave. In submitting a request for leave, you should produce a copy of the Court Summons and should submit a claim to the court for loss of earnings.

The time off for jury service will be unpaid. You will receive with your jury summons, a Certificate of Loss of Earnings or Benefit, which you can complete (with assistance from your Employer) and submit to HM Courts and Tribunals Service (HMCTS) to receive reimbursement, up to a limit, for loss of earnings incurred due to being absent from work due to jury service.

If your services are not required for any part or whole court day, you will be expected to return to work for the remainder of your working day.

23 Volunteer Reserve Forces

If you are a member of the Volunteer Reserve Forces, you may be entitled to receive up to one week's unpaid leave in addition to your holiday entitlement. This is to enable you to participate in these activities subject to the needs of the business and prior to any discussions of the commitment being undertaken.

If your Employer receives notice that you have been called up for active service, your Employer may apply to an adjudication officer for the notice to be deferred or revoked if the absence would cause serious harm to your Employer's business (which could not be prevented by the grant of financial assistance).

If you are a member of the Volunteer Reserve Forces (or of the Regular Reserves) and you are called up (or recalled) for military operations, you may exercise your statutory right under the Reserve Forces (Safeguard of Employment) Act 1985 to be reinstated in your former job within six months of demobilisation. Following your demobilisation, your request for reinstatement should be made to your Employer in writing by the third Monday following the end of your military service and you should notify your Employer of the date on which you will be available to restart work. If it is not reasonable and practicable to reinstate you into your former employment, your Employer will offer you the most favourable alternative on the most favourable terms and conditions which are reasonable and practicable. The days between your call-up and reinstatement do not count when calculating your total period of continuous employment. The beginning of your period of employment will be treated as having been postponed by the number of days falling within that period.

24 Public Duties

If you hold a public office or public position, for example Justice of the Peace or member of a local authority or police authority, it is your Employer's policy to grant a reasonable amount of time off work so that you can perform the duties associated with that position. You will not be required to make up for any such time off by working additional hours at another time.

Where, however, the amount of time off that you require for public duties becomes excessive, or begins to cause operational difficulties for your Employer, your Employer has the right to refuse you further time off in the immediate future. Alternatively, you may be permitted to take time off out of your annual holiday entitlement for this purpose, subject to you complying with your Employer's requirements in respect of submitting holiday requests.

You should provide written notification to your line manager of any dates on which you wish to take time off work for public duties, stating the expected length of your absence. This notification should be provided as far in advance as possible. Each request for time off will be considered on its merits taking account of all the circumstances, including how much time is reasonably required for the activity, how much time you have already taken and how your absence will affect the business. Time off for public duties will normally be unpaid.

25 Holiday Policy

Your holiday entitlement is detailed in your contract. The holiday year runs from 1st August to 31st July

Except where you are absent on long-term sick leave, all holidays must be taken during the holiday year in which it is accrued.

All holiday dates must be approved in advance by your line manager. As much notice as possible of proposed holiday dates must be given to your line manager to ensure adequate staffing coverage at all times. Such notice must be at least twice the number of working days that you wish to take as annual leave.

You must not make any arrangements for holidays and travel without your line manager authorisation for the holiday leave. Your Employer will not be responsible for any losses incurred by booking travel without leave authorisation.

The Bradford Literature Festival office closes over the Christmas period, closing prior to Christmas and re-opening after New Year's Day. This will vary each year depending on the dates. Days taken over this period will be automatically deducted from annual leave entitlement.

25.1 Holiday Pay

Holiday pay is calculated on the basis of your current rate of pay including commission payments/overtime/travelling-time allowances if there is a settled and regular pattern.

There will be no payment in lieu of any holiday not taken (except on termination).

25.2 Zero Hours /Term Time Employees Holiday Pay

As a zero hours/term time employee, the 52-week period immediately prior to the period taken (or designated) as leave, is used to calculate your gross total pay which will then be divided by 52 to obtain your average weekly pay. Your average weekly pay will be the amount of holiday pay you receive per full week of annual leave. When calculating the average weekly pay, your employer will disregard any weeks in which you earned no pay and the 52-week period will be extended up to a maximum of 104 weeks, so that there are 52 weeks of earnings used in the calculation of your gross total pay.

Your employer will re-run the average weekly pay calculation each time you take annual leave to ensure that the relevant 52 weeks are being used for each period of annual leave.

If you have not yet been employed for 52 weeks, your holiday pay will be calculated using the amount of completed weeks you have been employed, and your holiday pay will be calculated using the average pay you received over those completed weeks; disregarding any weeks where there have been no earnings. The minimum holiday entitlement is 20 days + 8 bank holidays, totalling 28 days, (i.e. 5.6 weeks). Some examples of how the calculation is performed are as follows:

EXAMPLE 1:

Billy has worked for IBM as a flexi worker for 24 months (104 weeks). He wants to take three weeks annual leave. Billy earns £10 per hour. In the immediate 52 weeks prior to the annual leave Billy's work pattern and earnings have been as shown in the first table below. In this instance there are only 44 (i.e. 22 + 22) weeks prior to the annual leave with qualifying earnings.

No. of Weeks	Number of hours worked in week	Weekly Wage	Total wages for
22	21	£210 (21 x £10)	£210 x 22 weeks = £4,620
22	25	£250 (25 x £10)	£250 x 22 weeks = £5,500
8	0	£0	£0

Therefore, in order to achieve the full 52 weeks' worth of earnings for the calculation, the qualifying period should be extended. In Billy's case, in the 60 weeks (i.e. 22 + 22 + 8 + 8) immediately prior to the annual leave, Billy's work pattern and earnings have been:

No. of Weeks	Number of hours worked in week	Weekly Wage	Total wages for
22	21	£210 (21 x £10)	£210 x 22 weeks = £4,620
22	25	£250 (25 x £10)	£250 x 22 weeks = £5,500
8	15	£150 (15 x £10)	£150 x 8 weeks = £1,200
8	0	£0	£0

In the blue table above, you now have a full 52 weeks of earnings to perform the calculation as follows:

In the total 60-week period in the blue table above, Billy has 52 weeks of earnings and 8 weeks with £0 earnings. The 8 weeks of zero earnings must be disregarded. Therefore his total gross earnings for the remaining 52 weeks amounts to £11,320 (i.e. £4,620 + £5,500 + £1,200)

$£11,320 \div 52$ (number of weeks worked) = £217.69 average weekly pay.

£217.69 is therefore the amount of holiday pay for one week of annual leave. As Billy is taking three weeks annual leave he will receive 3 x £217.69, and his total holiday pay will be £653.08.

EXAMPLE 2:

Julie has worked for Blue Monkey as a flexi worker for 15 months (65 weeks). She wants to take two weeks annual leave. Julie earns £12 per hour. In the full 65 weeks Julie has worked for the company, Julie's work pattern and earnings have been:

No. of Weeks	Number of hours worked in week	Weekly Wage	Total wages for
25	24	£288 (24 x £12)	£288 x 25 weeks = £7,200
25	15	£180 (15 x £12)	£180 x 25 weeks = £4,500
15	0	£0	£0

Therefore, in the full 65 weeks (i.e. 25 + 25 + 15) that Julie has worked for the company she has only had a total of 50 weeks of earnings as 15 of the 65 weeks she earned £0, and those 15 weeks must be disregarded. For the remaining 50 weeks she earned a gross total of £11,700 (i.e. £7,200 + £4,500)

$£11,700 \div 50$ (number of weeks worked) = £234 average weekly pay.

£234 is therefore the amount of holiday pay for one week of annual leave. As Julie is taking two weeks annual leave she will receive 2 x £234, and her total holiday pay will be £468.

EXAMPLE 3:

Joe has worked for ABC as a flexi worker for 6 months (26 weeks). He wants to take one-week annual leave. Joe earns £15 per hour. In the 26 weeks prior to his annual leave, Joe's work pattern and earnings have been:

No. of Weeks	Number of hours worked in week	Weekly Wage	Total wages for
15	21	£315 (21 x £15)	£315 x 15 weeks = £4,725
7	7	£105 (7 x £15)	£105 x 7 weeks = £735
4	0	£0	£0

Therefore, in the 26-week period above (i.e. 15 + 7 + 4), Joe had a total of 22 weeks of earnings (i.e. 15 + 7), as 4 weeks of the 26 he earned £0, and those 4 weeks must be disregarded. For the remaining 22 weeks he earned a gross total of £5,460 (i.e. £4,725 + £735)

$£5,460 \div 22$ (number of weeks worked) = £248.18 average weekly pay.

£248.18 is therefore the amount of holiday pay for one week of annual leave. If Joe were taking a period of 1.2 weeks as annual leave, then he would receive $1.2 \times £248.18$. Therefore, 1.2 weeks annual leave would entitle Joe to £297.81 holiday pay (i.e. $1.2 \times £248.18 = £297.81$).

25.3 Public and Bank Holidays

Your Employer recognises eight public/bank holidays per year, the dates of which vary from year to year. All recognised public and bank holidays are permitted as paid holiday in addition to your annual holiday entitlement specified above.

25.4 Religious Holidays

Subject to reasonable notice being given of holiday dates requested, you will normally be able to use your holiday entitlement to observe special religious holidays.

25.5 Holiday Entitlement in Year of Commencement

If you commence working for your Employer partway through a holiday year, you will be entitled to a proportion of your holiday entitlement based on the period of your employment in that holiday year.

During your first year of service, you will not normally be allowed, unless otherwise agreed by your line manager, to take more holiday than you have actually accrued at the time holiday is taken. Entitlement during your first year is calculated monthly in advance at the rate of one-twelfth of your full year's entitlement.

25.6 Holiday Pay on Termination of Employment

If you leave your Employer's employment partway through a holiday year, you will be entitled to be paid for any accrued but unused statutory holiday entitlement under the Working Time Regulations 1998/any outstanding holiday entitlement for that holiday year that has not been taken by the date of termination.

However, your Employer reserves the right to require you to take any outstanding holiday entitlement during any period of notice, whether such notice is given by your Employer or by you.

If, on your date of termination, you have taken paid holiday leave in excess of earned entitlement, you will be required to reimburse your Employer (by means of deduction from salary if necessary) in respect of such holiday.

No payment in lieu of accrued contractual holiday will be made to you (and where appropriate a deduction will be made from salary) in the event of your termination for gross misconduct or in the event of you giving inadequate notice of termination or leaving before the contractual notice period has expired. Contractual holiday for these purposes means all and any leave entitlement provided for in your contract that is over and above the minimum statutory leave period provided for in the Working Time Regulations 1998.

25.7 Sickness During Holiday

If you fall sick or are injured while on holiday, your Employer will allow you to transfer to sick leave and take replacement holiday at a later time. This policy is subject to the following strict conditions:

- The total period of incapacity must be fully certificated by a qualified medical practitioner.
- You must contact your Employer (by telephone if possible) as soon as you know that there will be a period of incapacity during a holiday.
- You must submit a written request no later than 10 days after returning to work setting out how much of the holiday period was affected by sickness and the amount of leave that you wish to take at another time.
- If you are overseas when you fall ill or are injured, evidence must still be produced that you were ill by way of a medical certificate.

If you fulfil all the above conditions, your Employer will grant you the same number of days' replacement holiday leave as the number of holiday days lost due to the sickness or injury.

If you are ill or injured before the start of a period of planned holiday, and consequently unable to take that holiday, your Employer will agree to you postponing the holiday dates to another mutually agreed time. Any period of sickness absence will then be treated in accordance with your Employer's normal policy on sickness absence. You must submit a written request to postpone the planned holiday, along with any documentation required under your Employer's Sickness Absence policy.

You must request to take any replacement holiday in accordance with your Employer's normal Holiday policy and should endeavour to take the replacement holiday in the same holiday year in which it was accrued. However, where you have good reason for not being able to do so, your Employer will allow you to carry that leave forward into the next holiday year. Your Employer may require you to take all or part of your replacement holiday on particular days and it is not required to provide you with any minimum period of notice to do this, although it will aim to provide reasonable notice.

25.8 Holiday Entitlement During Sick Leave

If you are absent on sick leave, you will continue to accrue your full statutory holiday entitlement. However, contractual holiday entitlement over and above the minimum statutory holiday entitlement provided for by the Working Time Regulations 1998 will not accrue during any paid or unpaid period of sick leave once you have been continuously absent for a period of 28 days. For the purpose of calculating the period of continuous absence, your Employer may disregard a return to work that is less than 10 working days.

If you are on sick leave, you may apply to take your accrued holiday entitlement while on sick leave. The holiday dates must be approved in accordance with this policy.

26 Severe Weather and Disruption to Travel

As your Employer, we recognise that you may from time-to-time face difficulties attending your place of work and returning home during periods of severe weather or when there are disruptions to public transport. While we are committed to protecting the health and safety of all our employees, we must ensure that disruption caused to its services remains minimal.

27 Reasonable Efforts to Attend Work

You should use your best endeavours to attend work in all circumstances. However, it is not your Employer's intention that you put yourself at unnecessary risk when trying to attend work. You should use your own judgement and, if unable to attend work, contact your line manager as soon as possible.

When severe weather conditions occur or when there are disruptions to public transport, either at the start of or during a working day, a Director will make the necessary enquiries to obtain advice on the prevailing weather conditions and the advisability of travel. Based on the advice received, the Director will then decide whether or not the present policy applies and inform you accordingly.

If the policy does not apply, you will be expected to attend work on time, and lateness or absence may give rise to resolution action under your Employer's resolution procedure. If the policy does apply, you should follow the procedure set out below.

If you are unable to attend work or you are delayed by the weather conditions or disruptions to public transport, you should contact your line manager or, if they are not available, the next most senior individual of your Employer as soon as possible.

27.1 Lateness or Leaving Early

If you are delayed, you will have the opportunity to make up this time at a later date. However, it is open to a Director to waive this requirement if the lateness is negligible having regard to the severity of the weather conditions or disruptions to public transport and your personal circumstances (e.g. distance from your home to work; mode of transport used). If you need to leave early due to severe weather, you must gain authorisation from your line manager before leaving and the same rules will apply.

27.2 Absence Due to Adverse Weather

If you have made all reasonable efforts to get to work but failed to do so because of severe weather conditions or disruptions to public transport, and a Director decides that this policy applies, it is the responsibility of the Director to decide as to whether or not you should:

- be allowed to work from home
- take the time as annual leave

Where these options are not available or where your line manager sees fit, you may, with the consent of your line manager, take unpaid leave and a deduction will be made from your wages. The Director will decide on a case-by-case basis whether it is appropriate for you to leave work early. When making this decision, they will consider your circumstances (e.g. distance from your home to work, mode of transport), your views and the needs of your Employer.

Health & Safety



28 Health and Safety

Your Employer aims to have a zero accident or work-related health incident environment. To achieve this, your Employer and all its employees, including you, must follow best practice and comply with legislation in regard to health and safety. You must ensure your work is carried out in a safe manner. Safety is viewed as a core part of effective management and critical to your Employer's professional reputation.

The details in this handbook about health and safety are an overview only and you should always refer to the Health and Safety Manual for full details and wider health and safety topics.

28.1 Fire

Fire presents a significant risk to your Employer. It can kill or seriously injure employees or visitors and can damage or destroy buildings, equipment, and stock. You must co-operate with your Employer to ensure the workplace is safe from fire and its effects and you must not do anything which will place yourself or others at risk. You must inform your line manager if you discover any significant risk of fire which might affect the safety of others and co-operate with all measures to reduce/control the risks. You should ensure you know about the fire warning system and how to operate and respond to it.

The following simple points will help to reduce the risk from fire:

- escape routes must be kept free from any obstructions
- good standards of housekeeping must be maintained
- workplaces must be kept tidy
- any combustible waste must be removed regularly
- ignition sources must be kept away from any combustible material

28.2 Accident Investigation

An accident can be described as an unplanned or unforeseen event. Your Employer takes an objective "no blame" attitude to investigating any accident. Your Employer will fully investigate all accidents or near misses to ensure no recurrence and to improve health and safety performance. The type and level of investigation will be appropriate to the circumstances and will be carried out by a trained and competent person. Any report following an investigation will be a factual account with an objective conclusion and will identify practical recommendations. If an investigation is carried out by external authorities, it is expected that you will give your full co-operation. All accidents, however minor, must be reported.

28.3 Work Equipment

Your Employer provides suitable and safe equipment for you to carry out your job and looks to reduce any risks associated with working with that equipment. For example, the equipment is maintained and tested, and instruction or training is given on its use. You should always use any equipment properly and in a safe manner.

28.4 First Aid

Your Employer will provide trained first aiders with appropriate equipment and facilities to deal with basic injuries or ill health at work. If you become a First Aider, your Employer will provide you with appropriate training. As a First Aider, you must ensure that personal data (which includes information about an individual's health) collected during the provision of first aid, is handled in accordance with the organisation's GDPR policy.

28.5 Travelling by Car

Your Employer takes a view regarding travelling by car that you should have the correct skills and exhibit good behaviour. You must use your own judgement to ensure the risk to you and others is as low as practical.

If you are asked to drive on Company business, you must hold a valid and current licence to drive the relevant type of vehicle. Your Employer will be responsible for ensuring that any Company car provided holds a current MOT certificate and that you are insured to drive the vehicle. If you are required to drive your own vehicle for business purposes, you must ensure that your vehicle holds a current MOT certificate and is insured for business use.

You are responsible for organising tasks and your work to reduce your risk of injury through driving. This involves sensible journey planning and ensuring that suitable breaks are taken during long journeys.

28.6 Lone Working

Your Employer wishes you to feel safe and to avoid lone working wherever possible. When working alone is unavoidable, you must minimise any associated risks. Your Employer will carry out a risk assessment and train you to understand the risks involved and to ensure you are capable of this type of work. If you are lone working, another employee must be made aware of your whereabouts, usually via a half hour check-in made by you.

28.7 Violence at Work

Your Employer will not tolerate any event of work-related violence against you and will eliminate this wherever possible. Any incident will be fully investigated and victims of violence at work will be supported. You must make use of any safety procedures or equipment provided for your safety and you should avoid, wherever possible, circumstances where you may encounter violence against you. You should always report any incident, including verbal abuse, to your line manager.

28.8 Drugs and Alcohol

Your Employer is committed to providing a safe and productive workplace for you. In keeping with this commitment, the following rules regarding the abuse of alcohol and drugs have been established for everyone, regardless of rank or position:

- the manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on your Employer's property is prohibited
- being under the influence of illegal drugs, alcohol, or substances of abuse on your Employer's property or whilst working for your Employer is prohibited
- working while under the influence of prescription drugs that impair performance is prohibited

These rules apply during working hours to you and all other employees of your Employer while on your Employer's premises or elsewhere on Company business. In implementing this policy, your Employer reserves the right to undertake random drug and alcohol tests.

29 Smoking Policy

Your Employer does not allow smoking (which includes "vaping") in any of its buildings, including the entrances. If you are a smoker, you will be informed of the designated outside areas provided for smoking. Your Employer does not allow you to smoke in Company cars or leased vehicles. Should you

come across a client or visitor smoking on the premises, you should advise the person of the no-smoking policy.

Although electronic cigarettes (e-cigarettes) fall out of the scope of smoke-free legislation, your Employer prohibits the use of e-cigarettes within Company vehicles, and some areas of the premises. Although e-cigarettes do not produce smoke, they do produce a vapour that could provide an annoyance or health risk to other employees. Therefore, if you wish to use an e-cigarette, you may only do so in the designated areas.

Conduct & Behaviour



30 Conduct and Behaviour

As your Employer, we would like to outline the general principles of conduct and behaviour we expect from you as an employee. It is important that you maintain a high standard to support our professional reputation with our clients and potential clients. You are expected to always:

- be diligent, honest, and ethical when carrying out your role
- during working hours devote your time, attention, and abilities to your job to the best of your ability
- be professional and competent
- be willing to co-operate with others and carry out reasonable directions of your line manager
- conduct your personal and professional life in a way which does not risk adversely affecting our reputation
- be polite and courteous in your behaviour
- treat fellow employees with respect

30.1 Work-related Social Events

Work-related social events usually take place away from the workplace and outside of normal working hours, however, your Employer's standards of behaviour and conduct will apply. Your Employer would like to give the following guidance, which will support social events without you being at risk of being made to feel uncomfortable by another employee's conduct:

- Please consume alcohol only in moderation
- Do not use illegal drugs
- Your Employer's Dignity at Work policy applies to work-related social events
- Please do not say or do anything at a work-related social event that could offend, intimidate, embarrass, or upset any other person, whether as a joke or not
- Swearing and extreme language are unacceptable
- You must not behave in any way at any work-related social event that could bring your Employer's name into disrepute

30.2 Ethical Business Conduct

As your Employer, it is our deeply held belief that our ethos and values should guide our decisions and subsequent actions. We will deal honestly, openly, and fairly with all our stakeholders be they employees, clients, or suppliers, as well as the local and national community at large.

As your Employer we are absolutely committed to preventing slavery and human trafficking in our corporate activities, and to ensuring that our supply chains are free from slavery and human trafficking. We take a zero-tolerance approach to human rights violations of any kind within our business and network.

30.3 Personal Relationships

As your Employer, we recognise that employees can develop close personal relationships whilst working together; these should be conducted outside working hours so that the impact on the quality of work, or on other employees, is minimised. If this affects you, you will be required to bring the relationship to the attention of management. If the personal relationship is between a manager and one of their team members or between members of the same department, we may consider transferring one or both of you. You should be aware of conflicts of interest which might arise because of a personal relationship at work and should seek advice from your Employer if a potential conflict becomes apparent.

30.4 Relationships with Clients, Suppliers and Other Parties

The relationships we create with our clients and suppliers are vitally important to our business if we are to continue to be a successful Company. It is essential to this relationship that we develop trust by managing the relationship in an open, honest, and fair way while striving to achieve the standard of excellence, which our clients have come to expect from us. If any close personal relationship is developed with any of these parties, you will be required to bring the relationship to the attention of management.

31 Performance Improvement Procedure

This procedure will be used if your performance has been identified as falling below an acceptable level. Its purpose is to provide a framework for resolving the issue, ideally through the improvement of your performance. As a last resort, the policy specifies the circumstances in which you may be redeployed to more suitable work or dismissed on the grounds of capability.

Before this procedure is engaged, you will receive feedback from your line manager setting out the concerns about your performance and how it can be improved. This procedure is designed to be used where such informal discussions do not lead to you improving your performance to an acceptable level.

If your poor performance is believed to be the result of deliberate negligence, or if serious errors have been made by you to the detriment of your Employer's organisation, your Employer may decide to use its resolution procedure instead.

A written record of all meetings conducted under this procedure will be made, either by the person holding the meeting or by an additional person arranged by your Employer to take notes.

STAGE 1: Informal Discussion Stage

You will have an informal meeting to discuss concerns regarding your performance. The meeting will be conducted by your line manager who will inform you of the nature of the problem.

Following discussion of the problem, your line manager may choose to:

- take no further action;
- refer the matter for investigation under the disciplinary/resolution procedure; or
- issue guidance to you on what you need to do to improve your performance and confirm this in writing via an informal Performance Improvement Plan (PIP)

What is a Performance Improvement Plan (PIP)?

A PIP is a series of measures designed to help improve your performance. Each measure will ideally be agreed with you, although your Employer reserves the right to insist on any aspect of the PIP in the absence of such agreement.

Each PIP will be tailored to the situation, but will contain the following elements:

- Timescale

The overall timescale in which the necessary improvement must be achieved will be set out, together with the timescale for reaching individual milestones where appropriate, typically this will be 4 to 6 weeks unless the tasks are infrequent, and the timescales need to be longer.

- Targets

The PIP will specify the areas in which improved performance is needed and set out how, and on what criteria, your performance will be assessed. Where appropriate, specific targets will be set that will need to be achieved either by the end of the programme or at identifiable stages within it.

- Measures

The PIP will specify what measures will be taken by your Employer to support you in improving your performance. Such measures may include training, additional supervision, the reallocation of other duties or the provision of additional support from colleagues.

- Feedback

As part of the PIP, you will be given regular feedback from your line manager indicating the extent to which you are on track to deliver the improvements set out in the plan. You should agree how often the feedback is with your line manager dependent on the timescales for improvements and frequency of the tasks.

If, at any stage, your Employer feels that the PIP is not progressing in a satisfactory way, a further meeting may be held with you to discuss the issue. As a result of such a meeting, your Employer may amend or extend any part of the programme.

- Review

At the end of the PIP your performance will be reviewed with you. If satisfactory progress has been made, you will be notified using the PIP document agreed at the start of the process.

However, if your line manager feels that progress has been insufficient, they may decide to extend and/or amend the PIP to such an extent as your line manager considers appropriate following discussion with you. Alternatively, your line manager may decide to hold a further meeting under Stage 2 of this procedure.

STAGE 2: Performance Review Meeting

If Stage 1 does not lead to a satisfactory improvement in your performance, you will be invited to a Stage 2 performance review meeting.

The invitation will set out the respects in which your line manager believes that your performance still falls short of an acceptable standard. You will be entitled to be accompanied by a fellow employee or a trade union official.

The purpose of a performance review meeting is to discuss your performance and agree what measures should be taken, with a view to supporting you to attain the required improvement in your performance. The meeting will be conducted by your line manager.

You will be given an opportunity to respond to any concerns regarding your performance and to put forward any explanation you may have for the matters identified by your line manager as amounting to poor performance.

The outcome of the meeting may be:

- a decision to take no further action;
- a decision to refer the matter for investigation under the resolution/disciplinary procedure;
- a written warning for up to typically six months.

A written warning will be issued to you if the hearing concludes that reasonable steps have been taken by your Employer that should have allowed you to perform to an acceptable standard, but that these measures have not worked. The warning will explain the nature of the improvement that is required in your performance and state that the improvement must be immediate and sustained. If you are issued with a written formal warning in accordance with this procedure, you will have a right of appeal.

Review meeting

At the end of the PIP your performance will be reviewed. If satisfactory progress has been made, you will be notified of this fact in writing.

However, if your line manager feels that progress has been insufficient, they may decide to extend and/or amend the PIP to such an extent as your line manager considers appropriate. Alternatively, your line manager may decide to refer the matter to a meeting under Stage 3 of this procedure.

Ongoing review

Following the successful completion of a PIP your performance will continue to be monitored. If, at any stage during the following 12 months, your performance again starts to fall short of an acceptable standard, your line manager may decide to initiate Stage 3 of this procedure.

STAGE 3: Performance Review Meeting

If the PIP has not led to sufficient improvement in your performance, you will be invited to attend a formal performance review meeting. The invitation will set out the respects in which your line manager believes that your performance still falls short of an acceptable standard.

The hearing will be conducted by a member of management. You will be entitled to be accompanied by a fellow employee or a trade union official.

At the hearing, you will be given an opportunity to respond to any criticism of your performance and to make representations about any aspect of the way in which the process has been managed.

The outcome of the meeting may be a decision to:

- take no further action;
- refer the matter for investigation under the disciplinary procedure;
- institute another performance improvement programme – typically, this will be up to three months; or
- issue a final written up warning to you

A final written warning will be issued to you if the hearing concludes that reasonable steps have been taken by your Employer that should have allowed you to perform to an acceptable standard, but that these measures have not worked. The warning will explain the nature of the improvement that is required in your performance and state that the improvement must be immediate and sustained. It will also explain that, if the necessary improvement does not take place, you may be dismissed.

The warning will remain current for a period of 12 months, after which it will cease to have effect. If you are issued with a final written formal warning in accordance with this procedure, you will have a right of appeal.

STAGE 4: Dismissal

If you have been issued with a warning under Stage 3 above that remains live and your line manager believes that your performance is still not acceptable, the matter may be referred to a performance dismissal hearing.

You will be informed in writing of the grounds on which the hearing is being convened. You will be told of the respects in which your performance remains below an acceptable level.

The hearing will be conducted by a senior member of management. You will be entitled to be accompanied by a fellow employee or trade union official.

At the meeting, you will have the opportunity to respond to any criticisms made of your performance and make representations about how the situation should be treated.

The outcome of the meeting may be:

- a decision to take no further action;
- the issuing of another performance management warning;
- an offer to redeploy you to alternative work; or
- a decision to dismiss you.

Any offer to redeploy you will be entirely at your Employer's discretion. Such an offer will be made only where your Employer is confident that you will be able to perform well in the redeployed role. It will normally be offered only as an alternative to dismissal in circumstances in which your Employer is satisfied that you should no longer be allowed to continue to work in your current role. While you are free to refuse any offer of redeployment, the only alternative available will usually be dismissal.

If you have not met an acceptable standard of performance and your Employer believes there is no alternative role available and suitable for you, they may decide to dismiss you. Any dismissal will be with full notice or payment in lieu of notice. Any decision to dismiss together with the reasons for dismissal, will be set out in writing and sent to you.

If you are dismissed in accordance with this procedure, you will have a right of appeal in line with your Employer's separate appeals procedure.

32 Resolution Procedure

Your Employer has made the decision to change the wording of the disciplinary procedure to resolution procedure. This change in terminology aims to discourage a purely punitive process and to engage in a process of collaborative solution. The resolution process adheres to the ACAS Disciplinary Code of Practice, and you maintain all the same legal rights. The ACAS Code of Practice can be found here:

<http://www.acas.org.uk/media/pdf/9/g/Discipline-and-grievances-Acas-guide.pdf>

The purpose of the resolution procedure is to provide a consistent and structured approach for managers and employees to collaboratively discuss absence, performance, and behaviour/conduct. The outcome of the resolution procedure is to agree actions of how improvement will be achieved.

32.1 Procedure

Informal Discussion

In cases where minor acts of misconduct or reaching the first threshold of the Bradford Factor, have occurred, your line manager will usually hold an informal meeting with you; advise you of where the breach occurred and why it is not acceptable. Your line manager will also explain that

further minor breaches may result in formal resolution action and that file notes will be kept on your personnel record for a limited period of time. This will be no more than 12 months.

Resolution Investigation and Suspension

Your line manager will investigate any potential misconduct matter. You will be informed as soon as possible that an investigation is being carried out and when it will be concluded. During this time, circumstances may necessitate you being suspended with pay. Your Employer reserves the right to do this, including in situations where there are reasonable grounds for concern that any evidence may be tampered with, destroyed or witnesses pressurised, or if there are considered to be potential risks to the business, you, other employees or third parties in allowing you to remain at work.

Resolution Meeting

Once the investigation is complete, you will be invited, in writing and usually at least two days in advance, to a resolution meeting. The letter will clearly state the reasons for the resolution meeting and include any evidence which will be referred to during the resolution meeting.

At this meeting:

- the case against you will be fully explained and any evidence will be reviewed
- you will be given the opportunity to respond to the allegations, review evidence and call relevant witnesses (whom your Employer must be notified of in advance)
- your line manager may choose to adjourn the meeting as necessary, for example to gather further information and undertake further investigation

The meeting may be rearranged:

- if you are unable to attend and provide a good reason for non-attendance
- if your chosen companion is unable to attend, then the meeting will be rearranged within five days of the original date

If you do not attend without good reason, your Employer reserves the right to reach a decision on resolution action in your absence, after fully considering all circumstances, based on the evidence available.

Companions

As part of this policy your Employer allows you to be accompanied at the resolution meetings by a fellow worker of your choice or an official trade union representative. You must give reasonable notice to your line manager of who is to accompany you. Although the companion will be able to ask questions at the hearing and to confer with you, they will not be able to answer questions on your behalf.

Resolution Action

Following the resolution meeting, your line manager will inform you of the decision and what, if any, resolution action is to be taken. You will also be informed of any remedial action required and the timescale for which the resolution warning will remain “live.” This will be communicated or confirmed in writing.

Stage 1: Written Warning

Where a minor offence or offences have been committed a written warning may be given. The written warning will remain “live” and detailed on your personnel file for usually no more than 12 months. After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future resolution proceedings. Your Employer also reserves the right to review your conduct at the end of a warnings active period and, if it has not improved sufficiently, decide to extend the active period.

Stage 2: Final Written Warning

Where a more serious resolution offence has taken place, or further offences have been committed by you following a Stage 1 written warning that still remains live, you will receive a final written warning.

The final written warning will remain “live” and detailed on your personnel file for a limited time period which will be specified in the warning. This will usually not be more than 24 months. After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future resolution proceedings. Your Employer also reserves the right to review your conduct at the end of a warnings active period and, if it has not improved sufficiently, decide to extend the active period. In exceptional cases verging on gross misconduct, a final written warning may state that it will remain active indefinitely.

Your Employer may also issue a final written warning when a serious resolution offence amounting to gross misconduct has been committed by you, but your Employer decides to issue a lesser penalty. In this circumstance, the final written warning may also include:

- suspension from work without pay
- demotion
- transfer to a lower-level job and commensurate pay and terms and conditions

Stage 3: Dismissal

If you have committed further acts of misconduct, other than gross misconduct, following a final written warning which is still “live,” you may be dismissed with notice or with pay in lieu of notice.

Summary Dismissal

If your Employer has established that you have committed an act of gross misconduct, you may be summarily dismissed. This means your Contract of Employment is terminated without notice or payment in lieu of notice.

You may appeal against any formal resolution action imposed on you, with the exception of an informal discussion/file note, using the appeal procedure.

32.2 Types of Action or Behaviour Where the Resolution Procedure May Be Used

32.2.1 Misconduct

Misconduct is generally seen as a failure to follow the agreed rules, policies, or procedures, or to display or exercise the standards of conduct expected of you. The following are examples of what your Employer considers to be misconduct, however, this is not an exhaustive list:

- poor attendance;
- failure to carry out your duties or responsibilities to a satisfactory standard;
- unreasonable refusal to follow an instruction issued by a manager;

- bad timekeeping;
- time wasting;
- minor damage to, or unauthorised use of, Company property;
- failure to observe Company procedures;
- abusive behaviour;
- smoking in non-smoking areas;
- negligence in the performance of your duties;
- inappropriate use of IT facilities, telephone, or email systems

32.2.2 Gross Misconduct

This is a serious breach of your Employer's rules or other misconduct of a serious nature. The following list is not exhaustive but gives guidance on the offences which will normally be considered to be acts of gross misconduct and which may lead to summary dismissal:

- serious breach of your Employer's rules, including health and safety rules, and rules on their Computer, Email, and Internet policy;
- gross negligence;
- wilful failure to comply with a reasonable instruction or contractual requirement;
- conduct that is likely to discredit your Employer or damage its reputation;
- absence without permission;
- intentional or reckless disregard for health and safety rules or procedures;
- loss or damage to your Employer's property, assets, or funds;
- breach of any Equal Opportunities policy or Anti-Harassment policy of your Employer;
- disclosure of Company-confidential information;
- breaches of GDPR or your Employer's Data Protection policy;
- stealing or other offences of dishonesty;
- falsification of documentation whether or not for personal gain;
- fighting or physical assault;
- deliberate or serious damage to, or misuse of, your Employer's property or name;
- drunkenness, possession of illegal drugs or being under the influence of alcohol, illegal drugs, or other substances whilst at work;
- bullying, unlawful discrimination or harassment;
- accepting or offering a bribe or other secret payment;
- a conviction for a criminal offence that, in your Employer's opinion, may affect your Employer's reputation or relationships with their employees, customers or the public, or otherwise affects your suitability to continue to work for your Employer.

33 Grievance Procedure

A grievance situation can arise where you have concerns regarding your work, working relationships or working environment.

If the grievance is raised whilst you are undergoing the resolution procedure, the grievance will usually only be heard after the resolution process has been completed. However, your Employer will consider the appropriate course of action in each particular case.

33.1 Procedure

Informal Stage

In the first instance, you are encouraged to raise any matter of concern with your line manager. If the matter is concerning your line manager, you can raise the matter with the next level of management or with a HR representative. Once the matter has been raised, the manager, consulting with you, should make every effort to resolve the problem at this stage, allowing solutions to be put in place promptly, informally, and locally.

Formal Stage

If you feel that the grievance has not been resolved or you wish to raise matters more formally, you may move to this formal stage of the grievance procedure. At this stage, you will need to put your grievance in writing to your line manager. If the matter is concerning your line manager, you can write to the next level of management. This written grievance will form the basis of the investigations during the grievance meetings. It will need to clearly set out the nature of the grievance, give clear details of any events and, where possible, indicate the outcome being sought.

The Grievance Meeting

A grievance meeting will be arranged with you and the manager responsible for dealing with the grievance.

At this meeting:

- the manager will explore the facts with you;
- you will be given the opportunity to further explain the nature of the grievance;
- you should, when possible, indicate what action you believe should be taken to resolve the matter.

Following this meeting further investigations may be required. Once the manager is satisfied that the investigation has been carried out, they will provide a response to the grievance in writing, stating clearly what elements have been upheld or not upheld and the reasons for these decisions.

33.2 Companions

As part of this policy your Employer allows you to be accompanied at the grievance meeting by a fellow worker of your choice or an official trade union representative. You must give reasonable notice to your line manager of who is to accompany you. Although the companion will be able to ask questions at the hearing and to confer with you, they will not be able to answer questions on your behalf.

If you feel your grievance has still not been resolved satisfactorily, you can use your Employer's appeal procedure.

34 Appeal Procedure

An appeal hearing is not intended to repeat the detailed investigation undertaken at the time of the hearing, but to focus on specific factors which you feel have received insufficient consideration or have emerged since the meeting.

34.1 Procedure

You should lodge an appeal by writing to the named person in the outcome letter. The appeal letter should detail the reasons for the appeal and be submitted within five working days of the outcome letter.

The Appeal Meeting

Your Employer will arrange a meeting to hear your appeal. You will receive notification of the date, time, and place of the meeting. You will also be provided with any documentation, which will be looked at during investigations.

The appeal will be held by an impartial manager who has not been involved in the original investigations or meetings. Your Employer may also choose (at its sole discretion) to have the appeal heard and investigated by an independent person, who may not be an employee of your Employer, where this is considered appropriate or necessary. Having considered any representations made by you or your companion, the manager will decide if they consider the original decision to be incorrect and what kind of resolution is appropriate.

The outcome of the appeal will be communicated in writing to you without unreasonable delay. There is no further level of appeal; the decision at the appeal meeting is final.

34.2 Companions

As part of this policy your Employer allows you to be accompanied at the appeal meetings by a fellow worker of your choice or an official trade union representative. You must give reasonable notice to your line manager of who is to accompany you. Although the companion will be able to ask questions at the hearing and to confer with you, they will not be able to answer questions on your behalf.

34.3 Appeals Against Dismissal

In the event that an original decision to dismiss is overturned, you will be reinstated with immediate effect and will be paid for any period between the date of the original dismissal and the successful appeal decision. Your continuous service will be unaffected.

35 Diversity and Equal Opportunities

Your Employer wants to encourage diversity, valuing you for your individuality and the contribution you can make to the success of their business. Equal treatment for you and all employees is therefore treated as an important commitment. The aim of this section is to describe the actions and behaviours which your Employer expects from you and all its employees, and the policies and procedures in place to support an inclusive workplace for you and all other employees.

Your Employer will:

- recognise and embrace your differences; in experience, background, and approach to work
- take immediate action in cases of alleged harassment, discrimination, unfair treatment or bullying for your protection
- deal with your concerns confidentially
- treat you with dignity and expect you to treat other employees with dignity
- endeavour to create a culture of mutual respect and tolerance
- create an environment where you have the opportunity to develop your potential in the workplace

Discrimination, unfair treatment, bullying or harassment in relation to age, disability, gender, gender reassignment, pregnancy, maternity, race (which includes colour, nationality and ethnic or national origins), sexual orientation, religion, or belief, or because someone is married or in a civil partnership, will not be tolerated by your Employer. Your Employer will take any discrimination very seriously and not be limited to the reasons above.

Your Employer also recognises that harassment or bullying may also be based on association or perception. These types of discrimination will not be tolerated by your Employer.

35.1 Diversity

Diversity is treating each other with acceptance and respect in the understanding that every individual is unique and recognising that individuals are different. Your Employer endeavours to create a culture where you feel comfortable due to the respectful relationship between each other and with your Employer.

Your Employer is committed to diversity and to support this they will:

- regularly review procedures and work practices to ensure they meet the commitment to diversity
- provide appropriate training to you and any necessary management skills in matters related to diversity
- integrate diversity into their key HR practices
- review all communications, including imagery and graphics, to ensure they are, to their best endeavours, inclusive to you

35.2 Transgender Equality Policy

This policy outlines your Employer's commitment to ensuring that transgender employees are treated with dignity and respect and are not disadvantaged in the workplace. The policy sets out the steps they take to welcome and support transgender employees so that they feel that they belong.

35.2.1 Scope

The policy covers all employees, contractors, temporary workers, and job applicants and applies to all stages of the employment relationship. The policy accompanies your Employer's equal opportunities policy and dignity at work policy. Failure to take account of this policy may result in disciplinary or resolution action being taken against you.

35.2.2 Our Commitment

Your Employer believes that diversity and inclusion brings benefits to the business and that people work better when they can be themselves and feel that they belong. Your Employer is committed to providing a working environment that is free from discrimination, harassment or victimisation and will ensure that their recruitment, promotion, and retention procedures do not treat you less favourably because of your gender identity.

35.2.3 Terminology

Your Employer recognises that terminology around gender identity is evolving as awareness increases and more people choose to self-define. Transgender is an umbrella term describing the diverse range of people whose gender identity differs from the sex

that they were assigned at birth. An individual may identify as transgender but may not identify with the binary concept of woman or man.

Your Employer acknowledges that gender identity and sexual orientation are not interchangeable concepts. Gender identity is about a person's internal perception of their gender. Sexual orientation, or sexuality, is about to whom someone is physically and/or emotionally attracted. This may be to someone of the same sex ("lesbian" or "gay"), a different sex ("heterosexual" or "straight") or more than one sex ("bisexual"). Your Employer will not assume that you have a particular sexual orientation.

Managers and colleagues should respect how you choose to describe yourself and, if in doubt, should ask rather than assume. Using inappropriate language and terminology can cause offence and distress and undermines your Employer's efforts to create an inclusive workplace.

35.2.4 The Law

35.2.4.1 Equality Act 2010

Gender reassignment is one of the nine protected characteristics covered by the Equality Act 2010. The Act protects you from discrimination, harassment, and victimisation if you are "proposing to undergo, are undergoing, or have undergone a process (or part of a process) of gender reassignment". There is no requirement for you to be under medical supervision to be protected. Under the Act, if you take time off work for gender reassignment, you must not be treated less favourably in respect of employment decisions, for example by being denied access to training or promotion opportunities.

The Act also protects you if you are perceived to have the characteristic of gender reassignment or are associated with someone who has the protected characteristic of gender reassignment, such as your partner or a friend.

If you treat a colleague less favourably because of gender reassignment, for example by refusing to work with them, you may be held personally liable for discrimination.

35.2.4.2 Gender Recognition Act 2004

The Gender Recognition Act 2004 allows you to apply for a gender recognition certificate (GRC), which will give you legal recognition in your acquired gender and enables you to obtain a new birth certificate. If you have a GRC, the Act safeguards your privacy by defining information relating to the gender recognition process as "protected information" and, except "in certain specific circumstances" (for example, for the purpose of preventing or investigating crime), it is a criminal offence to disclose such information without your consent.

An application for a GRC will be made to the Gender Recognition Panel. You are required to provide a medical diagnosis of gender dysphoria and evidence that you have lived in your acquired gender for two or more years and intend to do so permanently.

Your Employer will never ask you if you have a GRC or require you to apply for one for employment purposes.

35.2.5 How We Support Transgender Equality

Your Employer recognises that you are not required to tell us your gender identity or gender history. The gender in which you choose to present will always be acknowledged and respected. This also extends to you if you identify as non-binary, i.e., you do not regard your gender identity as exclusively male or female.

To promote a workplace that is inclusive of people, regardless of their gender identity, your Employer adopts the following approach.

35.2.6 Recruitment

Your Employer wishes to attract applicants from as wide a talent pool as possible and the recruitment process is designed to be inclusive of applicants regardless of their gender identity. Except in exceptional defined circumstances, a job applicant's gender identity is irrelevant. In an exceptional circumstance where the nature of a specific role might lawfully prevent someone who is transitioning from applying, legal advice must always be sought in advance of advertising.

Job advertisements should make clear that opportunities are open to all suitably qualified applicants. If this statement makes explicit reference to not discriminating on particular grounds, this reference should extend to all of the protected characteristics, including gender reassignment. Where an application form is used, this should not include a question about previous names as this may deter an individual who has transitioned, from applying.

Managers should not ask questions about an applicant's gender identity or history. If an individual chooses to mention this during the interview, they should be informed that your Employer supports transgender employees and be assured that the disclosure will have no bearing on the outcome of the interview, will not be revealed outside the interview room or noted on the interview record.

The requirement to provide proof of identity to confirm the right to work in the UK can be particularly sensitive for a transgender applicant whose identification documentation may be in their previous names. Your Employer will always ensure that an applicant is made aware of the full range of permissible identification documents and that the process of checking is handled sensitively and with respect for the privacy of the individual.

Where your documentation reveals your previous name and thereby your gender history, this information will be kept confidential and stored securely with your permission and in accordance with your Employer's data protection policy. The same approach will apply where an applicant is required to present qualification certificates before a job offer is confirmed and the certificates are in the applicant's previous name.

35.2.7 Employment

As an employee who is transitioning, you may wish to be redeployed on a temporary or permanent basis. This may be because: you are in a public-facing role and wish to avoid having to answer questions from the public about your gender identity; or the role involves particular tasks that will be difficult to undertake if undergoing a particular type of treatment (for example, hormone therapy that causes fatigue). Requests to be redeployed will be discussed with you and, where possible, your Employer will seek to

accommodate your wishes. This will include agreement on whether the redeployment is temporary or permanent.

A manager should not put pressure on you to change jobs or make assumptions about your capability or wishes.

Your gender identity will not have a bearing on any employment decisions or access to benefits, except where permitted by law. For example, an individual who has transitioned but does not have a GRC may be required to disclose their gender history for insurance and pension purposes. In such circumstances, your Employer will handle such information in line with their data protection policy.

Where pension and insurance providers request disclosure of your gender identity, your Employer will ensure that this requirement has been checked with the underwriter and the requirement is made clear in any scheme information provided to you. In such circumstances, your written consent will be obtained before disclosing your gender history and status.

35.2.8 Names and Pronouns

Your Employer will take all necessary steps to ensure that your change of name is respected. Whether intentional or not, consistently addressing a transgender employee by their previous name (known as "dead naming") is distressing to the individual and impacts on the person's sense of belonging.

A GRC is not required to enable you to change your name and your Employer will never ask you if you have a GRC to verify a name change.

Your Employer will always respect your chosen pronouns. Consistently addressing a transgender employee by their previous name and/or an inappropriate pronoun may amount to harassment and will be dealt with accordingly.

35.2.9 Updating Employee Records

You do not need a GRC to request that your details are updated on your employment records. You will be treated in the same way as other employees wishing to update their details. Your Employer will agree with you what paper and electronic records need to be updated. These will include those records that may contain names, titles, and other personal identifiers such as photographs on your Employer's website and intranet.

If you are absent while completing your transition, any records that hold personal details should be updated by the time you present at work with your new identity.

35.2.10 Confidentiality

All records that include details of your gender history will be destroyed in a secure manner unless there is a specific reason for retaining them (in which case you will be made aware of this and told why). Where other people in the organisation need to be aware of your transition to make a change to a particular record, your Employer will obtain your consent, and restrict the information to those who need to know.

Where there is a need to retain documentation that shows your gender history, this information will be stored confidentially in line with the requirements of data protection legislation. The information will be held electronically in a secure environment (for example, password protected) that can be accessed only with your consent. Only named

individuals will be allowed to access this information and those individuals will be made aware that breaches of confidentiality could be unlawful and result in disciplinary action.

Care will be taken to ensure that any search of your Employer's records by others will not inadvertently reveal your gender history.

It is your decision as to whether you choose to reveal your gender status and your Employer will respect your right to privacy. The right to privacy will apply regardless of whether or not you have a GRC.

If you disclose information about your gender history or status (verbally or in writing), this will be treated as confidential. This includes any information provided to your line manager or HR. Such information will not be shared with others unless there is a specific reason and then not without your written consent. If you have a GRC, disclosure of your gender history without your specific permission would normally be a criminal offence.

Information relating to your gender status or history will not be disclosed to a third party without your consent, for example when responding to a reference request.

35.2.11 Communication

If you choose to transition while working for your Employer, they will work together with you to agree who will be told and by whom, and when and how this will happen. The most important consideration is that you feel safe in the workplace.

You may wish to tell colleagues about your transition, or you may prefer for this to be done by someone else on your behalf. Your Employer will encourage you to do what is best for you and, if you are not ready to tell anyone at the early stages, your Employer will respect your wishes. You are entitled to privacy, and your Employer will seek to protect you from intrusive enquiries.

If you have a public or client-facing role, your Employer will discuss with you what third parties need to know and how this should be handled.

Your Employer will be mindful of possible media interest and establish a protocol for handling media interest to ensure that:

- You are not left to deal with this alone; and
- your colleagues understand the importance of not compromising your right to privacy

35.2.12 Bullying and Harassment

Your Employer adopts a zero-tolerance approach to harassment, bullying or victimisation and such behaviour may result in action being taken under their disciplinary procedure. Examples of harassment against transgender people include:

- verbal abuse such as name-calling, threats, derogatory remarks, or belittling comments about transgender people;
- asking an individual if they have a GRC;
- jokes and banter about someone's gender identity or transgender people generally;
- refusing to use the appropriate pronoun (for example, calling a trans woman "he") or calling the person by the name they had before they transitioned;
- threatening behaviour or physical abuse;

- intrusive questioning about someone's gender identity or transition;
- excluding a transgender colleague from conversations or from social events;
- refusing to work with someone because they have transitioned; and
- displaying or circulating transphobic images and literature.

All employees are made aware of your Employer's policy on investigating claims of bullying and harassment and the procedures in place for handling complaints. Your Employer will also publicise their position on bullying and harassment to any third parties with which they engage. Any complaints of bullying and harassment are taken seriously and dealt with promptly.

35.2.13 Toilets and Facilities

Your Employer will support your right to use the toilets and facilities appropriate to your gender from the point at which you declare that you are living your life fully in that gender. In some cases, you may wish to use a single-occupancy toilet during your transition, but you must not be pressurised to do so, and this should not be seen as a long-term solution. As a transgender person, you should not be expected to use an accessible toilet unless you prefer to do so.

Your Employer will agree with you when you wish to start using the facilities appropriate to your affirmed gender and how this should be communicated to colleagues. Any concerns raised by others will be dealt with promptly and sensitively and harassment of you will not be tolerated. Where possible, your Employer will move from providing gender-specific toilets to gender-neutral toilets.

35.2.14 Dress Code

Your Employer will agree with you what flexibility in their dress code may be permitted to accommodate the process of transition or where a gender-specific mode of dress would be uncomfortable for you.

If you are required to wear a uniform, your Employer will ensure that arrangements have been made to provide you with a uniform appropriate to your gender. The uniform will be available from the point at which you present in your affirmed gender.

35.2.15 Training on Transgender Equality and Gender Reassignment

Information on transgender equality and gender identity is an integral part of your Employer's equality-awareness training for their employees. The aim is to help all employees understand what is and is not acceptable behaviour and to differentiate myth from reality, thereby minimising the potential for conflict arising from misunderstandings.

Discrimination because of gender identity is included in other training as appropriate, for example, induction, recruitment and selection, performance management and customer-care training.

35.2.16 Supporting an Employee Who is Transitioning

Your Employer will be supportive of you if you have made the decision to transition.

Your Employer acknowledges that the transition process and the time it takes will be unique to each individual and that it is not always a single process. Your Employer will

not make assumptions about you or what you need but will instead work with you to ensure that you have the support that is right for you.

Transitioning is a major decision, and you may have taken years to come to this point. You may fear rejection or ridicule by your work colleagues. It is therefore vital that your Employer supports you so that you can continue to work without fear of discrimination and harassment.

Once your Employer has been made aware by you that you will be starting, or have started, the process of transitioning, an appropriate point of contact will be agreed with you. That person will work with you to develop a confidential action plan to manage your transition at work.

The plan will consider what steps to take before, during and after your transition. No action will be taken without your consent.

It is important to develop a plan that is bespoke to you. Some of the key issues to address are likely to include:

- when and how you will present at work in your affirmed gender;
- handling a request by you to change your job temporarily during the transition process or to move to a new role permanently;
- the point at which your colleagues, especially any direct reports, will be informed and how this will be done;
- if and how third parties, such as clients, should be informed;
- how absence from work for reasons associated with transitioning (for example, for medical appointments and/or medical treatment) will be handled;
- arrangements for changing your name on your personnel records, email, security badges etc;
- confidentiality; and
- dress codes and/or uniforms.

Transitioning is a process that takes time, and, to help both parties, regular review meetings will be arranged to manage the process. This will ensure that the right support is in place and enable the plan to be amended as things change. Effective support for someone who is transitioning requires dialogue, agreed action and respect.

35.3 Equal Opportunities

Equality is expected in all aspects of your employment with your Employer's selection and promotion, development and training opportunities, and general management policies and procedures.

Equality applies to you as well as all job applicants. Your Employer will therefore ensure that all recruitment procedures, documents, and advertising are non-discriminatory. If you are involved in recruitment, you will also confirm with all potential employees if any special requirements are needed in order to attend the recruitment selection and, if successful, to work effectively and safely. Your Employer will endeavour to overcome any barriers to the employment of disabled workers.

Your Employer will not tolerate any discrimination, whether directly or indirectly, against you, or any harassment of non-employees who provide a service to your Employer. If you feel you have

experienced discrimination, victimisation, or harassment, you may use the Grievance procedure. Any allegations will be fully investigated and potentially dealt with under the Resolution procedure. You will not be penalised for raising a complaint made in good faith under these policies.

36 Dignity at Work

The aim of this section is to describe the actions and behaviours which your Employer expects from you and all its employees, and the policies and procedures in place to support an inclusive workplace for you and all other employees

36.1 The Law

It is unlawful to discriminate directly or indirectly in recruitment or employment because of age, disability, sex, gender reassignment (ie transgender status), pregnancy, maternity, race (which includes colour, nationality and ethnic or national origins), sexual orientation, religion, or belief, or because someone is married or in a civil partnership. These are known as "protected characteristics".

Discrimination after employment may also be unlawful, e.g. refusing to give a reference for a reason related to one of the protected characteristics.

It is unlawful for an employer to fail to make reasonable adjustments to its requirements, working practices or the physical features of the workplace where these put a job applicant or employee who is disabled at a substantial disadvantage. Employers are also under a duty to take reasonable steps to provide an auxiliary aid.

When we are providing services, goods, or facilities, it is unlawful to discriminate directly or indirectly, harass or victimise members of the public because of any of the protected characteristics. We are under a duty to make reasonable adjustments to overcome barriers to using services caused by disability (including the removal, adaptation, or alteration of physical features). In addition, we need to think ahead and make reasonable adjustments to address any barriers that may impede disabled people from accessing a service.

36.2 Anti-harassment

Your employer is committed to creating a work environment free of harassment and bullying, where everyone is treated with dignity and respect.

Some harassment is unlawful discrimination and serious harassment may be a criminal offence.

36.3 Bullying

Bullying is offensive, intimidating, malicious or insulting behaviour, and/or an abuse or misuse of power that is meant to undermine, humiliate, or injure the person on the receiving end. For example, picking on someone or setting them up to fail or making threats or comments about someone's job security without good reason.

36.4 Harassment

Harassment is unwanted conduct related to protected characteristics, which are sex, gender reassignment (i.e. transgender status), race (which includes colour, nationality and ethnic or national origins), disability, sexual orientation, religion or belief and age, that:

- has the purpose of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person; or

- is reasonably considered by that person to have the effect of violating their dignity or of creating an intimidating, hostile, degrading, humiliating or offensive environment for them, even if this effect was not intended by the person responsible for the conduct.

Examples of harassment include:

- physical conduct ranging from unwelcome touching or sexual advances to serious assault.
- demeaning comments about a person's appearance.
- unwelcome jokes or comments of a sexual or racial nature or about a person's age.
- treating a person differently because they are associated or connected with someone with a protected characteristic, e.g., their child is gay, their spouse is black, or their parent is disabled.
- repeated name calling related to a person's religion or belief.
- ignoring a person because they are perceived to have a protected characteristic (whether or not they do, in fact, have that protected characteristic), e.g., an employee is thought to be Jewish, or is perceived to be transgender.
- asking questions or making comments that may indicate a bias (often referred to as micro-aggressions), e.g., persistent questions about where a colleague comes from, or commenting that a colleague of a particular ethnicity should be good at math's.
- the use of obscene gestures; and
- the open display of pictures or objects with sexual or racial overtones, even if not directed at any particular person or relating to their actual or perceived protected characteristic, e.g., magazines or calendars.

Conduct may be harassment whether or not the person behaving in that way intends to offend. Something intended as a "joke" may offend another person. Everyone has the right to decide what behaviour is acceptable to them and to have their feelings respected by others. Behaviour that any reasonable person would realise would be likely to offend will be harassment without the recipient having to make it clear in advance that it is unacceptable, e.g. sexual touching. It may not be so clear that some other forms of behaviour would be unwelcome to, or could offend, another person, e.g. certain "banter", flirting or asking someone for a private drink after work. In these cases, first-time conduct that unintentionally causes offence will not be harassment, but it will become harassment if the conduct continues after the recipient has made it clear, by words or conduct, that such behaviour is unacceptable to them.

Sexual conduct that is consensual, mutual, and invited is not harassment. However, the conduct may become unwanted (for example, where a sexual relationship ends) and, if it continues, amount to harassment.

A single incident can be harassment if it is sufficiently serious.

36.5 What To Do If You Believe You Have Been Bullied or Harassed

Your Employer encourages anyone who believes that they have been harassed or victimised to come forward and share their experiences and concerns with them. To facilitate this, they have robust procedures designed to assist their people to have open conversations, engage in dispute resolution and, where appropriate, implement a disciplinary process.

If you think you are being bullied or harassed, you may be able to sort out matters informally. The person may not know that their behaviour is unwelcome or upsetting. You may feel able to approach the person yourself, or with the help of someone else. You should tell the person what behaviour you find offensive and unwelcome and say that you need them to stop it immediately.

If an informal approach does not resolve matters, or you think the situation is too serious to be dealt with informally, you can make a formal complaint by using your employer's grievance procedure.

If you raise a grievance, the normal grievance procedure is modified so that you can choose whether to raise your grievance with your manager or with another manager.

36.6 How We Respond to Complaints

Your employer will promptly investigate all complaints and, if appropriate, bring disciplinary proceedings against the alleged harasser. You have the right to be accompanied by a fellow worker or trade union official of your choice at any meeting dealing with your grievance. Your employer will keep in touch with you on the general progress of the process of investigation and, subject to data protection requirements, the outcome of any disciplinary proceedings.

Your employer treats complaints of bullying and harassment sensitively and maintains confidentiality to the maximum extent possible.

You have a right not to be victimised (essentially treated badly) for making a complaint in good faith, even if the complaint is not upheld. However, making a complaint that you know to be untrue may lead to disciplinary action being taken against you.

36.7 Your Responsibilities

You need to play your part in helping your employer create a work environment that is free from harassment and bullying, and where everyone can achieve their potential.

Acts of discrimination, harassment, bullying or victimisation against employees or customers are disciplinary offences and will be dealt with under your employer's resolution procedure. Your employer treats this type of conduct extremely seriously and it may lead to dismissal without notice.

Company Property



37 Property

37.1 Personal Property

Your Employer cannot accept liability for any damage to, or loss or theft of, your personal property including vehicles whilst on Company premises, and you are strongly advised not to leave valuables unattended at any time.

37.2 Company Property

If you have been given equipment to carry out your work, your Employer expects that you take care of that equipment to ensure that no damage or theft happens. If you cause damage deliberately, or are negligent, your Employer may take resolution action. If a fault or any accidental damage occurs, please inform your line manager.

37.3 Company Keys

The word “key” denotes any physical device used to gain entry to Company premises or locked storage, and can include swipe cards, fobs, and regular keys. Passwords, codes, and encryption keys are covered elsewhere.

If you are a key-holder, you should not:

- make unauthorised copies of any key issued either to you or other employees
- lend keys to any other person, including, but not limited to other Company employees
- leave any or all of your keys in the office overnight unless authorised to do so

If you are a key-holder, you are expected to:

- report the loss of a key immediately to your line manager
- take reasonable steps to ensure the security and integrity of the key including mitigating loss or possible duplication by a third party
- use the key only in respect of your work for your Employer
- return the key to your line manager upon request or upon termination of your employment

37.4 Company Devices

Company devices (including laptops mobile phones, smart phones, tablets, and other mobile voice/data communication devices such as 4G and 3G mobile broadband modems may be issued to you, if necessary, for your role and at your Employer’s discretion. These are issued to assist your Employer’s business and enable direct contact with you if you are away from the workplace.

If you feel that you have a requirement for a Company device, you should present a suitable case direct to your line manager.

All such devices remain the property of your Employer at all times and your Employer reserves the right to remove access to a Company device where they no longer feel it is required for the fulfilment of your duties. You will be provided with advance notice of this.

37.4.1 Security

If you are issued with a Company device, you are responsible for the security of it and the data held on it. In particular, if you use a laptop, smart phone, or tablet (such as iPhone, or iPad), you should be aware that the data contained on it not only provides access to individual, but also Company and customer information. Therefore, you are required to take all reasonable steps to ensure any device issued to you and all its data is kept safe. These steps include:

- setting up a PIN code to access the device and maintaining the confidentiality of that code
- keeping the device with you at all times when not in the workplace
- never leaving the device unattended in a vehicle, luggage or in a public place
- backing up your device regularly to ensure there is a regular record of all data
- keeping your inbox to a minimum for work-related texts and emails to minimise the risk of disclosure of confidential information in the case of loss
- ensuring that if you have to leave your phone charging in an unsecure location (such as an unattended hotel room), the phone is switched off and is PIN locked

Contravention of this policy may lead to resolution action.

37.4.2 Lost or Stolen Devices

If you have a Company device, you are expected to treat it with care. If it is lost or stolen, it is your responsibility to report the loss to the police and to obtain a crime reference number.

You must also report the loss to the network provider immediately to minimise the number of additional calls that may be made. You should also immediately contact your IT manager or department or your Employer's relevant contact who is able to delete all Company confidential data from your device and remotely lock a handset or disconnect it.

Negligence or failure to promptly report a lost or stolen device may result in you having to pay all or some of any replacement costs and all or some of any fraudulent call charges suffered by your Employer.

If a Company device is misused or abused, it may be taken away from you and may result in disciplinary action.

37.4.3 Personal Use of Company Devices

Company devices are provided solely for work use and personal communications should be limited to urgent matters such as informing family or friends that you have been delayed on business, or on your way home, or for one call home when travelling on domestic business. In cases where personal calls are made, reimbursement should be made using the correct method.

Your Employer does not generally condone or allow personal usage of any Company devices, however, should you receive express permission to use your Employer's device in a personal capacity and where such personal use is significant, you should report this usage to HMRC as a benefit. This may, therefore, result in you being taxed in kind for this benefit.

37.4.4 Company Mobile Phone Bills

Your Employer receives individually itemised mobile phone bills on a monthly basis. Each bill shows the user's number and includes the line rental and the date, duration, telephone number and cost of all calls made. All mobile phones are capped to prevent excessive usage and these limits are reviewed from time to time in line with your Employer's business activities.

You may at any time be given a copy of the itemised bill and asked to highlight all personal usage, including all calls, personal text messages, picture messages and personal use of the voicemail service made during the past month on the itemised listing. If your Company mobile is used excessively for personal usage the management reserves the right to deduct a reasonable amount from your salary, remove access to the device and/or take disciplinary/resolution action.

37.4.5 Using Personal Mobile Phones for Work

If you need to use your own personal mobile phone for essential work calls, you may claim back the cost of such calls through your Employer's expenses procedure. Where possible, a copy of the itemised listing should be attached to the expenses claim, with all your business calls highlighted.

37.4.6 Photos

Personal SMS text messages or MMS picture messages should not be made at any time from a Company device. Camera phones should not be used to send unauthorised pictures due to cost and security reasons. Acceptable use of camera phones includes sending information on styling or trim of a product to team members or to provide urgent updates on production methods or techniques. However, where possible, these images should be sent via email.

37.4.7 Using a Mobile Phone Whilst Driving

A handheld device is something that *"is or must be held at some point during the course of making or receiving a call or performing any other interactive communication function."* A device "similar" to a mobile phone includes a device that can be used for sending or receiving spoken or written messages, sending, or receiving still or moving images, or providing Internet access.

It is a strict policy rule that you must not use a handheld mobile phone to make or receive calls whilst driving or temporarily stationary in busy traffic (even if the traffic is not moving) when in a Company vehicle, using a Company device or on Company business. You must not use handheld mobile phones whilst driving to access any sort of data (e.g. via the Internet), nor to send or receive text messages, emails, or other images.

You should not answer handheld mobile phone calls whilst driving and you should only attend to voicemail messages during motoring rest breaks.

It is an offence to use a handheld mobile phone whilst driving a car. If you are caught doing so, the police may issue you with a fixed penalty, fine or court appearance. You will be personally liable for any fine or penalty and may face disciplinary/resolution action unless it is proven that your Employer is negligent in some way by not providing adequate equipment.

The law specifies that you must have proper control of your vehicle at all times. If the use of a mobile phone causes you to drive in a careless or dangerous manner, you could be prosecuted for those offences. The penalties include an unlimited fine, disqualification and up to two years' imprisonment. In the event of an accident, it is now becoming routine for the police to check the mobile phone Company's records to see if the driver was using the phone at the time of the accident.

NOTE: Disqualification of your driving licence will potentially jeopardise your Employer's ability to continue your employment if your role requires that you be able to drive for business purposes. Each case will be considered on an individual basis; however, your Employer does reserve the right to terminate your employment.

If you do need to use your mobile in the car on Company business regularly, please speak to your line manager for approval to have the appropriate hands-free technology fitted. If you do not have the appropriate hands-free kit and your phone rings, you should pull over and return the call when in a safe and stationary position.

In addition to driving, if you are issued with a Company mobile phone or are required to use your personal mobile phone in the workplace, you must not use them whilst doing anything else where safety is important, and/or your use of them could interfere with concentration.

Please also see The Highway Code for the latest legislation regarding driving with mobile phones www.gov.uk/using-mobile-phones-when-driving-the-law

37.4.8 Courtesy to Others and Mobile Phone Usage in the Workplace

Out of courtesy to your colleagues, you should ensure that your mobile phone ringtone is discreet and appropriate to a business environment. Mobile phones should be turned off or switched to silent mode during meetings, client visits and interviews out of courtesy to those who you are meeting with. Personal mobile phone usage in the office, including sending text messages, should be kept to break-times only. If a personal situation arises which needs immediate attention, please inform your line manager of the nature of the issue and how long you will need to deal with the problem. Please ensure you are in an appropriate location to have the call.

37.4.9 Confidentiality

You should be aware that other people may overhear your conversations made on mobile phones and should take steps to ensure you do not breach any of your Employer's rules on confidentiality. This applies particularly on trains and in other public places where this may easily be forgotten.

37.4.10 Text Messages

Text messages should not be used to spread gossip or breach any of your Employer's employment policies on issues such as harassment or bullying. Sending unwanted, abusive, racist, sexist, or defamatory text messages can constitute harassment and will be treated as a serious disciplinary issue.

If you receive a text that contravenes this policy, you should bring it to the attention of your line manager.

37.4.11 Breach of this Policy

Any breach of this policy will be treated as a potential disciplinary issue and dealt with through your Employer's Resolution and Disciplinary procedure.

37.4.12 On Leaving

On leaving the employment of your Employer, any Company device or equipment issued by your Employer must be returned to your line manager.

You will not be allowed to take your Company mobile phone number with you as the number will remain part of the contract with your Employer's service provider.

In addition, if a hands-free kit has been installed into your personal vehicle, this remains Company property and arrangements for this to be returned must be made before leaving your Employer.

All devices are issued for business purposes only and not deemed as a benefit to the role or benefit in kind for tax purposes. Therefore, if you are on leave from your role (including sickness, maternity, garden leave, suspension, or redundancy), you may be required to surrender your Company devices for your period of absence. If such surrender is required, you will be advised by your line manager.

Compliance & Risk



38 Confidentiality

During the course of your employment with your Employer, you may have access to confidential, technical, commercial, or financial information about their business, or any other information or any information of any kind whatsoever relating to your Employer's clients. Such information must not be discussed with, nor disclosed to, any parties whatsoever (except as required by your employment). The written permission of your line manager and/or senior management must first be obtained before such information is used or discussed other than in the immediate context of the work with which it is concerned.

Similarly, written permission is required before confidential correspondence or documents may be removed from any of your Employer's premises. If you leave the employment of your Employer, such information must not be discussed with, nor disclosed to, any other party.

All your Employer's documentation must be returned immediately upon request made by them and when you leave their employment.

38.1 Disclosure of Information

You should not disclose information through any means such as the press, publications, radio, TV, lectures, etc, on matters connected with your Employer or on matters concerned with your profession which may, owing to your position as an employee, have a bearing on your Employer's interests, unless you have prior written approval of your Employer's senior management.

You should not enter into any discussion or written correspondence about your Employer, its clients, or customers, with any journalist or representative of the media. All enquiries and correspondence from the media should be passed to your line manager, who will then direct the enquiry to the appropriate channel or appointed Press Relations Agency.

38.2 Outside Interests

It is a condition of your employment that you may not, without the consent of your Employer, engage in any other employment or business which your Employer believes may affect the performance of your duties or conflict with the interests of your Employer.

38.3 Creative Design, Inventions, and Improvements

All designs, inventions, improvements, systems developments, and enhancements made by you in the course of your employment belong to your Employer, and they reserve complete freedom to decide what action, if any, should be taken in respect of any such invention, improvement, development, or enhancement. You should make and maintain adequate and current written records of all such innovations and inventions for your Employer.

39 Anti-Bribery

A bribe is a financial advantage, or any other type of reward offered by an individual or company to influence an individual to perform functions or duties improperly. Any type of bribery or corruption damages your Employer and the market in which they do business. Your Employer will not tolerate any form of bribery from you or any of its employees, agency workers or contractors, and if you engage in these practices, it will result in resolution action for gross misconduct.

It is never acceptable to accept rewards offered for something in return: forms of cash, or entertainment of a sexual or other inappropriate nature. What can be acceptable is modest/occasional meals from someone business is done with, occasional attendance at ordinary events or gifts of a modest value.

39.1 Gifts and Hospitality

If you are paying for hospitality, you should include expenditure on all the participants attending (e.g. at a lunch) when assessing the equivalent value. If you are receiving hospitality or a gift, you only need to subjectively assess the equivalent amount spent on you. This should be completed before the event.

The registration and approval limits are:

Equivalent value (including VAT)

- | | | |
|-----------------|---------------------|-------------------|
| • Below £25 | no need to register | Director Approval |
| • £25 and above | must be registered | Director Approval |

When dealing with suppliers or other third parties your Employer is committed to ensuring that research is conducted to ensure that those suppliers or third parties do not engage in improper activities. Your Employer will also ensure that risk assessments are conducted with regard to potential issues of bribery.

Your Employer will monitor and review on a regular basis, its safeguarding activities with regard to bribery and will inform you of all policies in relation to anti-bribery measures. It is your responsibility not to engage in any bribery and should you become aware of any bribery or corruption; you must immediately notify your line manager.

40 Use of Email, Internet, and Telecommunication

40.1 Email

Email enables your Employer to communicate promptly and efficiently with their customers and suppliers. While email brings many benefits to your Employer in terms of its communications, it also brings risks to them. For this reason, it is necessary for your Employer to lay down specific rules for the use of email and Internet within their business.

You have a responsibility to maintain your Employer's image, to use electronic resources in a productive manner and to avoid placing your Employer at risk of legal or commercial liability based on your use. You must ensure that current General Data Protection Regulation (GDPR) legislation is not breached, and where a breach occurs, that you report it without delay to the person responsible for general data protection within the business/Company.

You are not allowed to use email for private purposes, and you should not use it for any purpose other than Company business.

Your Employer may have access to the Internet in order to enable its employees to obtain information specific to their role and work carried out within and for your Employer. If you require access to the Internet in connection with your role, you will need the approval of your line manager and any such Internet connection is intended to support Company business. Use of the Internet for private purposes is prohibited without the specific prior approval of your line manager and/or senior management.

You must not disclose any inappropriate and/or confidential information regarding your Employer by means of the Internet (including via any social media platform), email or other means.

You may not download any material which is not required for your Employer's business purposes.

All software is the property of your Employer and should not be misused or copied. You must comply with all protocols and directives regarding Internet security.

All of the above applies equally to other equipment and technology such as telephones, fax machines and other communication devices.

Your Employer reserves the right to monitor all your use of emails, the Internet, software, and technological equipment, and you should have no expectation of privacy in respect of your use of these facilities.

40.2 Use of Social Media

40.2.1 Definition of Social Media

For the purposes of this policy, social media is any online platform or app that allows parties to communicate instantly with each other or to share data in a public forum. This includes social forums such as Twitter, Facebook, and LinkedIn. Social media also covers blogs and video and image-sharing websites such as YouTube.

You should be aware that there are many more examples of social media than can be listed here and this is a constantly changing area. You should follow these guidelines in relation to any social media that you use.

40.2.2 Use of Social Media at Work

Your Employer encourages you to make reasonable and appropriate use of social media websites as part of your work. It is an important part of how your Employer promotes its services/communicates with its audiences/allows communication between its employees.

Your Employer understands that you may wish to use your own computers or devices to access social media while you are at work. You must limit your use of social media on your own equipment to your official rest breaks such as your lunch break/times when you are between jobs/appointments, for example travelling time/times when you are not on duty.

You may contribute to your Employer's social media activities, for example by writing for its blogs/managing a Facebook account/running an official Twitter account for your Employer/part of your Employer.

You must be aware at all times that, while contributing to your Employer's social media activities, you are representing your Employer. Staff who use social media as part of their job must adhere to the following rules.

You should use the same safeguards as you would with any other form of communication about your Employer in the public sphere. These safeguards include:

- making sure that the communication has a purpose and a benefit for your Employer.

- obtaining permission from a manager before embarking on a public campaign using social media; and
- getting a colleague to check the content before it is published.

40.2.3 Excessive Use of Social Media at Work

You should not spend an excessive amount of time while at work engaged in personal social media. This is likely to have a detrimental effect on your productivity. You should ensure that use of social media does not interfere with your other duties.

40.2.4 Monitoring Use of Social Media During Work Time

Your Employer reserves the right to monitor your use of social media on your Employer's equipment. Your Employer considers that valid reasons for checking an employee's internet usage include suspicions that the employee has:

- been using social media when they should be working; or
- acted in a way that is in breach of the rules set out in this policy.

Monitoring will be conducted in accordance with an impact assessment that the organisation has carried out to ensure that monitoring is necessary and proportionate. Monitoring is in the organisation's legitimate interests and is to ensure that this policy on use of social media is being complied with.

The data controller is as per the Data Protection Policy. Monitoring will consist of checking the social media sites that have been visited, the duration of such visits and the content that you have contributed on such sites.

Monitoring will normally be conducted by your Employer's security team. The information obtained through monitoring may be shared internally, including with members of the HR team, your line manager, managers in the business area in which you work and IT staff if access to the data is necessary for performance of their roles. However, information would normally be shared in this way only if your Employer has reasonable grounds to believe that there has been a breach of the rules set out in this policy.

Information obtained through monitoring will not be disclosed to third parties (unless your Employer is under a duty to report matters to a regulatory authority or to a law enforcement agency).

Workers have a number of rights in relation to their data, including the right to make a subject access request and the right to have data rectified or erased in some circumstances. You can find further details of these rights and how to exercise them in your Employer's data protection policy. If employees believe that the Employer has not complied with their data protection rights, they can complain to the Information Commissioner.

Access to particular social media may be withdrawn in any case of misuse.

40.2.5 Social Media in Your Personal Life

Your Employer recognises that many employees make use of social media in a personal capacity. While you are not acting on behalf of your Employer, you must be aware that you can damage your Employer if you are recognised as being one of their employees.

You are allowed to say that you work for your Employer, who recognises that it is natural for its employees sometimes to want to discuss their work on social media. However, your online profile (for example, the name of a blog or a Twitter name) must not contain your Employer's name.

If you do discuss your work on social media (for example, giving opinions on their specialism or the sector in which your Employer operates), you must include on your profile a statement along the following lines: "The views I express here are mine alone and do not necessarily reflect the views of my employer."

Any communications you make in a personal capacity through social media must not:

- bring your Employer into disrepute, for example by:
 - criticising or arguing with customers, other employees, or rivals.
 - making defamatory comments about individuals or other Employers or groups; or
 - posting images that are inappropriate or links to inappropriate content.
- breach confidentiality, for example by:
 - revealing trade secrets or information owned by your Employer.
 - giving away confidential information about an individual (such as another employee's or customer's contact information) or another Employer (such as a rival business); or
 - discussing your Employer's internal workings (such as deals that it is doing with a customer/client or its future business plans that have not been communicated to the public).
- breach copyright, for example by:
 - using someone else's images or written content without permission.
 - failing to give acknowledgement where permission has been given to reproduce something; or
- do anything that could be considered discriminatory against, or bullying or harassment of, any individual, for example by:
 - making offensive or derogatory comments relating to sex, gender reassignment, race (including nationality), disability, sexual orientation, religion or belief or age.
 - using social media to bully another individual (such as an employee of your Employer); or
 - posting images that are discriminatory or offensive, or links to such content.

40.2.6 Use of Social Media in the Recruitment Process

Unless it is in relation to finding candidates (for example, if an individual has put their details on social media websites for the purpose of attracting prospective employers), the HR department and managers should not, either themselves or through a third party, conduct searches on applicants on social media.

However, your Employer may conduct social media searches on an applicant when their social media activity is directly relevant to their skills or claims that they have made in the recruitment process. For instance:

- a candidate might claim that they have used social media in their previous job (for example, as a publicity tool); or
- a candidate's social media use may be directly relevant to a claim made in their application (for example, if they run a blog based around a hobby mentioned in their CV or a skill in which they claim to be proficient).

There should be no systematic or routine checking of a candidate's online social media activities. This is because conducting these searches during the selection process might lead to a presumption that an applicant's protected characteristics (for example, sexual orientation or religious beliefs) played a part in a recruitment decision. This is in line with your Employer's equal opportunities policy.

40.2.7 Resolution Action Over Social Media Use

All employees are required to adhere to this policy. You should note that any breaches of this policy may lead to resolution action. Serious breaches of this policy, for example incidents of bullying of colleagues or social media activity that might cause serious damage to your Employer, may constitute gross misconduct and lead to summary dismissal.

41 Data Protection Policy

Your Employer holds certain personal information on you and all its employees. Your Employer only holds and retains personal data for as long as it is needed. This period of retention is based on the business needs, the current and future value of the information; the costs, risks and liabilities associated with retaining the information; and the ease or difficulty of making sure it remains accurate and up to date.

Your Employer has appointed Syima Aslam as the Data Protection Officer (DPO) who is the person with responsibility for data protection compliance within the organisation. They can be contacted at Syima@bradfordlitfest.co.uk. Questions about this policy, or requests for further information, should be directed to them.

Data is only collected for specific purposes and only used for these purposes. All forms gathering information state their specific reason for collection. Personal information is kept in the personnel record, held securely within the business/on HRIS.

Your Employer will comply with all statutory requirements of the General Data Protection Regulation (GDPR) by registering all your personal data held on its computer and/or related electronic equipment, and by taking all reasonable steps to ensure the accuracy and confidentiality of such information.

You have the following rights as defined by GDPR:

- to be informed
- to access
- to rectification

- of erasure
- to restrict processing
- to data portability
- to object

The GDPR protects your rights concerning information about you held on computer. Anyone processing personal data must comply with the seven principles of good practice. Data must be:

- processed lawfully, fairly and with transparency
- processed for specified, explicit and limited purposes
- adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed
- accurate and kept up to date
- not kept longer than necessary
- processed in accordance with the data subject's rights
- processed securely

41.1 Requesting Access

If you wish to request access to your personal data held by your Employer, you should do so in writing by emailing the DPO who will respond within one month. Please be aware that HR will carry out security checks to verify your identity to grant access. There is no charge for this service unless the request is deemed as excessive. Aligning with the right to portability you can obtain personal data and move it or copy it securely and easily from one IT platform to another for personal purposes.

41.2 Erasure

You have the right to request the deletion of your personal data where there is no evidence for the need to continue processing it or where there is no justifiable basis for processing the data any longer. If you wish to exercise this right, please send your request in writing to HR at the email address detailed above. Please be aware that HR will carry out security checks to verify your identity to grant your request.

Your Employer can refuse to comply with a request for erasure where the personal data is processed for the following reasons:

- to exercise the right of freedom of expression and information;
- to comply with a legal obligation or for the performance of a public interest task or exercise of official authority;
- for public health purposes in the public interest;
- archiving purposes in the public interest, scientific research, historical research, or statistical purposes;
- the exercise or defence of legal claims.

41.3 Rectification

If you deem any information not to be accurate, you are able to either amend this information yourself on the HR system or alternatively contact the DPO / HR who will correct within one month.

41.4 Third Parties

Where your Employer engages with third parties, such as Breathing Space HR, to process personal data on its behalf, such parties do so on the basis of written instructions, are under a duty of confidentiality, and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

41.5 Reporting a Security Breach

A personal data breach means a breach of security leading to the destruction, loss, alteration, unauthorised disclosure of, or access to, personal data. If you believe a breach has occurred, please contact the DPO so they are able to investigate. Any security breaches should be reported to the supervisory authority (ICO – Information Commissioners Office) without delay and within 72 hours. If the breach is of risk to an individual, they should also be informed. A breach notification should include the following:

- The nature of the personal data breach including, where possible: the categories and approximate number of individuals concerned; and the categories and approximate number of personal data records concerned.
- The name and contact details of the DPO (if your organisation has one) or other relevant contact point where more information can be obtained.
- A description of the likely consequences of the personal data breach; and
- A description of the measures taken, or proposed to be taken, to deal with the personal data breach and, where appropriate, of the measures taken to mitigate any possible adverse effects.

41.6 Employee Responsibilities

You are responsible for helping your Employer keep your personal data up to date. You should let your Employer know if data provided to them changes, for example changes to your address or bank details.

You may have access to the personal data of other individuals in the course of your employment. Where this is the case, your Employer relies on you to help meet its data protection obligations to all its employees.

If you have access to personal data, you are required:

- to access only data that you have authority to access and only for authorised purposes;
- not to disclose data except to individuals (whether inside or outside the organisation) who have appropriate authorisation;
- to keep data secure (for example by complying with rules on access to premises, computer access, including password protection, and secure file storage and destruction);
- not to remove personal data or devices containing information that can be used to access personal data, from your Employer's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device; and
- not to store personal data on local drives or on personal devices that are used for work purposes.

Failing to observe these requirements will be classed as misconduct, which will be dealt with under your Employer's Resolution procedure. Significant or deliberate breaches of this policy, such as accessing employee or customer data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to dismissal without notice.

41.7 Training

Your Employer will provide training to you regarding their data protection responsibilities as part of your induction process and at regular intervals thereafter. If your role requires regular access to personal data, you will receive additional training to help you understand your duties and how to comply with them.

42 Whistleblowing

It is important to your Employer that any fraud, misconduct or wrongdoing by their employees or officers is reported and properly dealt with. Your Employer therefore encourages you to raise any concerns that you may have about the conduct of others in the business or the way in which the business is run. This policy sets out the way in which you may raise any concerns that you have and how those concerns will be dealt with.

The law provides protection for you and all employees who raise legitimate concerns about specified matters. These are called “qualifying disclosures.” A qualifying disclosure is one made in the public interest by a worker who has a reasonable belief that:

- a criminal offence;
- a miscarriage of justice;
- an act creating risk to health and safety;
- an act causing damage to the environment;
- a breach of any other legal obligation; or
- concealment of any of the above

is being, has been, or is likely to be, committed. It is not necessary for the worker to have proof that such an act is being, has been, or is likely to be, committed – a reasonable belief is sufficient. As an employee, you have no responsibility for investigating the matter – it is your Employer’s responsibility to ensure that an investigation takes place.

If you make such a protected disclosure, you have the right not to be dismissed, subjected to any other detriment, or victimised, because you have made a disclosure.

Your Employer encourages you to raise your concerns under this procedure in the first instance. If you are not sure whether to raise a concern, you should discuss the issue with your line manager or HR.

42.1 Whistleblowing Principles

You should be aware of the importance of preventing and eliminating wrongdoing at work. You should be watchful for illegal or unethical conduct and report anything of that nature that you become aware of.

If you raise a matter or issue under this procedure, it will be investigated thoroughly, promptly, and confidentially, and the outcome of the investigation reported back to you as the person who raised it.

You will not be victimised for raising a matter under this procedure. This means that your continued employment and opportunities for future promotion or training will not be prejudiced because you have raised a legitimate concern.

Victimisation of you for raising a qualified disclosure will be a disciplinary offence.

If misconduct is discovered as a result of any investigation under this procedure, your Employer's disciplinary procedure will be used, in addition to any appropriate external measures. Maliciously making a false allegation is a disciplinary offence.

An instruction to cover up wrongdoing is itself a disciplinary offence. If you are told not to raise or pursue any concern, even by a person in authority such as a manager, you should not agree to remain silent. You should report the matter to the appropriate senior management.

This procedure is for disclosures about matters other than a breach of your own Contract of Employment. If you are concerned that your own contract has been, or is likely to be, broken, you should use your Employer's Grievance procedure.

42.2 Whistleblowing Procedure

42.2.1 First Instance

In the first instance (unless you reasonably believe your line manager to be involved in the wrongdoing, or for any other reason you do not wish to approach your line manager), your concerns should be raised with your line manager. If you believe your line manager to be involved, or for any reason you do not wish to approach your line manager, then you should proceed straight to stage 42.2.3.

42.2.2 Investigation

Your line manager will arrange an investigation into the matter (either by investigating the matter personally or immediately passing the issue to someone in a more senior position). The investigation may involve you and other relevant individuals giving a written statement. Any investigation will be carried out in accordance with the principles set out above. Your statement will be considered, and you will be asked to comment on any additional evidence obtained. Your line manager (or the person who carried out the investigation) will then report to the Board, which will then take any necessary action, including reporting the matter to any appropriate Government department or regulatory agency. If disciplinary action is required, your line manager (or the person who carried out the investigation) will report the matter to HR and start the disciplinary procedure. On conclusion of any investigation, you will be told the outcome of the investigation and what the Board has done, or proposes to do, about it. If no action is to be taken, the reason for this will be explained.

42.2.3 Outcome

If you are concerned that your line manager is involved in the wrongdoing, has failed to make a proper investigation, or has failed to report the outcome of the investigations to the Board, you should inform HR, who will arrange for another manager to review the investigation carried out, make any necessary enquiries, and make their own report to the Board as detailed in 34.2.2 above. If for any other reason you do not wish to approach your line manager, you should also contact HR in the first instance. Any approach to HR will be treated with the strictest confidence and your identity will not be disclosed without your prior consent.

42.2.4 Conclusion

If on conclusion of stages 42.2.1, 42.2.2 and 42.2.3 above, you reasonably believe that the appropriate action has not been taken, you should report the matter to the proper

authority. The legislation sets out a number of bodies to which qualifying disclosures may be made. These include:

- HM Revenue & Customs;
- the Financial Conduct Authority (formerly the Financial Services Authority);
- the Competition and Markets Authority;
- the Health and Safety Executive;
- the Environment Agency;
- the Independent Office for Police Conduct; and
- the Serious Fraud Office.

43 Corporate Social Responsibility

Respecting and including every individual is one of your Employer's key values and one that applies equally to the wider community as well as to you. Your Employer has a strong ethical responsibility towards the communities in which they operate, and their attitude, commitment and activities reflect this.

Your Employer engages with the community in various ways. By working with their local communities, they are able to identify and respond to their needs, offering help that makes an enduring impact. These activities also benefit your Employer and you by providing a valuable opportunity for both personal and professional development, fulfilling their desire to use their skills and experience to help others and put something back into society.

Protection of the environment in which we live and operate is also part of your Employer's values and principles, and we consider it to be a key part of sound business practice. Care for the environment is one of their key responsibilities and an important part of the way in which they do business.

Your Employer commits to:

- comply with all relevant environmental legislation, regulations, and approved codes of practice
- protect the environment by striving to prevent and minimise their contribution to pollution of the land, air, and water
- seek to keep wastage to a minimum and maximise the efficient use of materials and resources
- manage and dispose of all waste in a responsible manner
- provide training for our employees so that we all work in accordance with this policy and within an environmentally aware culture
- regularly communicate our environmental performance to our employees and other significant stakeholders
- develop our management processes to ensure that environmental factors are considered during planning and implementation
- monitor and continuously improve our environmental performance

Homeworking



44 Homeworking Policy

44.1 Introduction

Your employer promotes flexible working for all staff and will agree to you working partly or wholly from home where appropriate.

While homeworking is categorised as a type of flexible working, you should not assume that other aspects of flexible working (such as amended hours) are automatically part of a homeworking arrangement. For the purpose of this Policy 'Homeworking' is when you will spend 100% of your contracted hours working at home or very occasionally visiting sites for team meetings or training. It does not cover occasional working from home on an ad hoc basis as agreed with your line manager. Nor does it cover remote or field-based working where home is your start point.

44.2 Visits to Your Employer's Premises

If you are a Homeworker, you are required, on request, to attend the workplace for purposes such as training, performance assessment and team briefings and the dates and times of such visits will be agreed in advance.

44.3 Visits to Your Home

Your Employer reserves the right to visit your home at agreed times for work-related purposes, including health and safety matters. It is a condition of any homeworking agreement that you agree to such visits, which will be for the purposes of:

- delivering and collecting work;
- performance monitoring and feedback;
- general discussions about work-related matters;
- ensuring health, safety, and security; and/or
- any other work-related purposes that we consider appropriate.

44.4 Contact Whilst Homeworking

Your Line manager will ensure that there is a regular dialogue with you while Homeworking to ensure you feel included and part of the team. You should be regularly contactable by your Line Manager during business hours. Communication is strongly encouraged to safeguard the wellbeing of all employees.

44.5 Equipment and Materials

It is your Employers' policy that they will provide and maintain all equipment and materials necessary for you to work from home. It is your duty to ensure that proper care is taken of such equipment and materials. Any company equipment and material provided will be detailed in your contract of employment.

On termination of your employment for any reason, your Employer has the right to visit your home at an agreed time and retrieve all/any equipment, furniture, materials, and documents belonging to them.

44.6 Mobile Phone

Your Employer will pay all charges on any mobile phone provided by them, with the proviso that it must be used only for work related purposes.

44.7 Stationery and Postage

You should obtain receipts for any stationery purchased and any items posted in the course of your work and reclaim such costs once a month using our expenses claim procedure.

44.8 Security

You must not allow members of your family or third parties to access or use our equipment.

Employees who work from home are responsible for keeping all documents and information associated with our business secure at all times. Specifically, homeworkers are under a duty to:

- keep filing cabinets and drawers locked when they are not being used;
- keep all documentation under lock and key at all times except when in use; and
- use a unique password for the computer and any other digital devices.

Further, the computer and other equipment provided by us must be used for work-related purposes only and must not be used by any other member of the family or third party at any time or for any purpose.

44.9 Health and Safety Issues

Your Employer is legally obliged to ensure the health and safety of homeworkers in the same way as office-based staff. They are therefore required to ensure that:

- all equipment is safe;
- all articles and substances are handled and stored safely;
- an assessment of your workstation is conducted;
- information and training on the safe use of equipment, including display screen equipment, is provided; and
- relevant risk assessments are carried out by your business H&S officer.

All employees who work from home have a duty to ensure, insofar as is reasonably practicable, that they work in a safe manner and that they follow all health and safety instructions issued by us from time to time.

44.10 Insurance

As a homeworker, you are responsible for checking that all home and contents insurance policies provide adequate cover for the fact that you work from home. Your Employer will cover any extra premium incurred upon submission of the appropriate documentation.

44.11 Mortgage or Rental Agreements

You are responsible for checking applicable mortgage or rental agreements to ensure you are permitted to work from home, and for obtaining any permissions necessary to work from home.

44.12 Requests to Work from Home

If you wish to work from home, you should make the request under your Employers' flexible working procedure (see below). It is your Employers' policy to view such requests in a positive light and will, whenever it is possible and practicable, agree to the request. Individual requests for homeworking will depend on whether or not your work can be done from home effectively. Your

Employer cannot agree to all requests because every job is different, and every employee is different. The following will be considered for Homeworking;

Is the job holder eligible? - Your Employer will set out who will be eligible, for example:

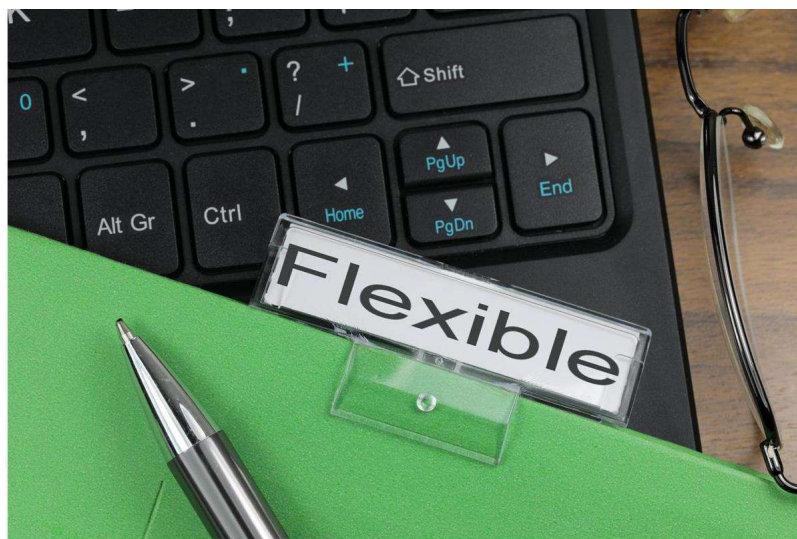
- Those requesting it as a reasonable adjustment.
- Those making a flexible working request.
- Those who have completed a certain length of service or satisfactorily completed their training and achieved satisfactory in their last annual performance review.

Is the role suitable to work from home? -Your employer will set the factors for assessing whether the role can be done just as well away from the business base by someone working on their own

Is the home suitable? - Homeworkers need a safe and reasonable space, security, and privacy in which to work, and for office-type tasks an internet connection able to support work systems.

Personal Qualities? - If making a request to work from home you should consider whether or not you have the necessary organisational and time-management skills; the ability to work without direct supervision; and are able to cope with the potentially conflicting demands of work and family.

Flexible Working



45 Flexible Working

Your Employer believes that flexible working can increase employee motivation, promote work-life balance, reduce employee stress, and improve performance and productivity. Once you have completed a minimum of 26 weeks' continuous service, you have the right to request flexible working and to have your request considered seriously by your Employer.

45.1 Requests for Flexible Working

A request for flexible working could include a request for a change to the number of hours that you work, a request for a change to the pattern of hours worked, a request to job share or a request to perform some or all of the work from your home.

All requests must be made in writing by filling in the flexible working application form, which is available upon request from your line manager. Any request made under this policy must include:

- the date of your application;
- the changes that you are seeking to your terms and conditions;
- the date on which you would like the change of terms and conditions to come into effect;
- what effect you think the requested change would have on your Employer's organisation;
- how, in your opinion, any such effect might be dealt with;
- a statement that this is a statutory request;
- whether or not you have made a previous application for flexible working; and
- if you have made a previous request when you made that application.

Your Employer should not reject out of hand a request that does not contain the required information. Line managers should explain to you what additional or amended information they need you to provide and ask you to resubmit the request.

45.2 Meeting to Discuss a Flexible Working Request

Once your Employer receives the request, it will be dealt with as soon as possible, but no later than the deadline set out below. Your line manager must arrange a meeting to deal with your request. Where a request can, without further discussion, be approved in the terms stated in your written application, a meeting will not be necessary.

You should be given the right to be accompanied by a work colleague at any flexible working meeting. The meeting should take place in a private meeting room so that the discussion is kept away from other employees. The aim of the meeting is to find out more about the proposed working arrangements and how they could be of benefit to both you and your Employer's organisation.

45.3 Outcome of a Flexible Working Request

After the meeting, your Employer will consider the proposed flexible working arrangements carefully, weighing up the potential benefits to yourself and your Employer's organisation against any adverse impact of implementing the changes. Each request will be considered on a case-by-case basis: agreeing to one request will not set a precedent or create the right for other employees to be granted a similar change to their working pattern.

You will be informed in writing of the decision as soon as is reasonably practicable after the meeting, but no later than the deadline set out below. The request may be granted in full or in part, for example, your Employer may propose a modified version of the request; the request may be granted on a temporary basis; or you may be asked to try the flexible working arrangement for

a trial period. You will be given the right to appeal the decision if your request is not upheld or is upheld in part.

45.4 Reasons for Turning Down a Flexible Working Request

Your Employer will give reasons for the rejection of any request. Those reasons must be for one or more prescribed business reasons, which are:

- the burden of additional costs;
- an inability to reorganise work among existing employees;
- an inability to recruit additional employees;
- a detrimental impact on quality;
- a detrimental impact on performance;
- a detrimental effect on ability to meet customer demand;
- insufficient work for the periods you propose to work; and
- a planned structural change to the business.

Your Employer must not reject a request for any other reason.

45.5 Flexible Working Requests That Are Granted

If your request is upheld, you and your line manager will discuss how and when the changes will take effect. Any changes to terms and conditions will be put in writing and sent to you as an amendment to your Contract of Employment as soon as is reasonably practicable.

45.6 Timescales

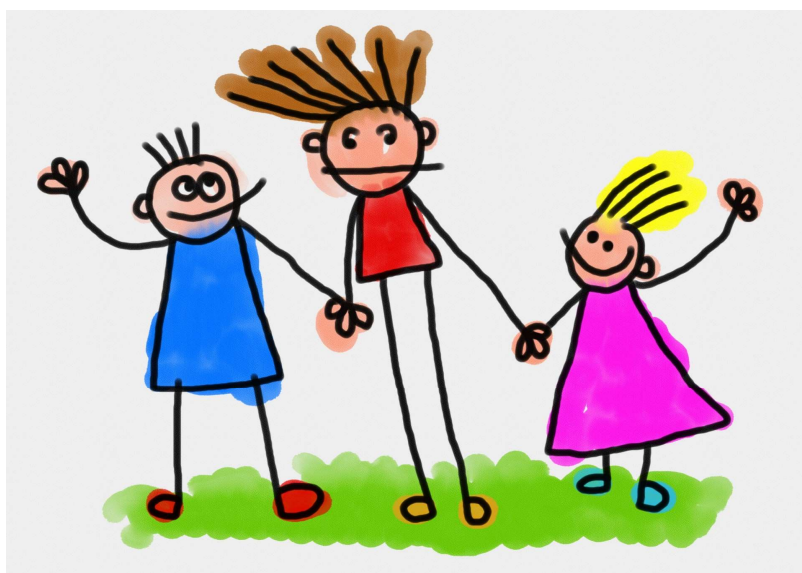
All requests will be dealt with within a period of three months from first receipt to notification of the decision on appeal. Your Employer should hold the meeting within 28 days of receiving your request. If you are dissatisfied with the outcome of your request, you can lodge an appeal within seven days of the notification. These time limits may be extended where both you and your Employer agree. For example, your line manager and you may agree to extend the time limit to give you a trial period on the flexible working arrangements.

45.7 Problems with a Flexible Working Request

If you are dissatisfied or unclear at any stage throughout the process, you should contact HR. If you are dissatisfied with the way in which your request has been handled, you should raise a grievance under your Employer's grievance procedure.

If you fail to attend a meeting, including an appeal meeting, and then fail to attend a rearranged meeting without good reason, your application will be deemed to have been withdrawn.

Family Friendly Policies



46 Family Friendly Policies

For all family-friendly policies, including Maternity Leave, Paternity Leave, Adoption Leave, Parental Leave, Shared Parental Leave and Parental Bereavement Leave, we will comply with all legal requirements as set out by the gov.uk website links below.

46.1 Maternity Leave

<https://www.gov.uk/maternity-pay-leave>

46.2 Paternity Leave

<https://www.gov.uk/employers-paternity-pay-leave/entitlement>

46.3 Adoption Leave

<https://www.gov.uk/employers-adoption-pay-leave/entitlement>

46.4 Parental Leave

<https://www.gov.uk/guidance/parental-leave-policy-and-procedures>

46.5 Shared Parental Leave

<https://www.gov.uk/shared-parental-leave-and-pay/overview>

<https://www.gov.uk/plan-shared-parental-leave-pay>

46.6 Parental Bereavement Leave

<https://www.gov.uk/parental-bereavement-pay-leave>

Leaving The Company



47 Notice Periods

If you decide to leave your Employer, you are required to submit your notice in writing to your line manager. This should be signed and dated. Wherever possible, your notice should be submitted so as to expire at the end of the normal pay period. If your employment is terminated by your Employer, for reasons other than gross misconduct, the minimum period of notice will be as described in your main statement of terms and conditions.

If you are dismissed for gross misconduct, you will be paid only your salary to the date of dismissal. No notice, or pay in lieu of notice, will be given.

Where you fail to notify your intention to leave, or do not discharge any obligations outstanding on leaving, your Employer may deduct any overpayment from monies owing, including accrued holiday pay.

Once notice of termination has been given by either you or your Employer, your Employer may at any time, and for any period or periods, require you to cease performing your job, or change your duties consistent with your skills and experience. During any such period of garden leave:

- your Employer will continue to pay salary and provide all contractual benefits
- your Employer will be under no obligation to provide any work
- your Employer may require you to stay away from, and have no contact with, any of its premises, employees, offices, customers, clients, agents, or suppliers

You shall, at the request of your Employer, immediately deliver to them all or any property in your possession or control, which belongs to your Employer, or which relates to its business.

48 Employment References

All requests for Company references, whether written or verbal, must come from and are written by your Employer. Your Employer will normally give references for ex-employees, including those dismissed by them, however, this will usually contain only standard employment information, for example, start date, end date and job title.

If someone that has worked for you asks you for a reference you must not provide a reference for them on behalf of your Employer. However, should you wish to provide a personal reference this becomes your choice, and you have every right to decline this request. You must remember that any reference given by you personally must not purport to be the opinion of your Employer and must not be written on your Employer's letterhead.

49 Redundancy

Where it becomes necessary for your Employer to consider redundancies, management will notify you at the earliest possible opportunity of the reasons for the potential redundancy situation and of their proposals. This will be done by consulting employees or employee representatives directly.

During consultations, management will provide full information to employees or their representatives about the proposed redundancies and will give the representatives adequate time to respond.

The objectives of consultation will be to:

- reach agreement with employees or their representatives on the above issues
- avoid the need for redundancies wherever possible
- reduce the number of employees who are to be made redundant to a minimum
- determine the criteria to be used to select employees for redundancy

- mitigate the consequences of any dismissals

Once provisional selections for redundancy have been made, your Employer will enter into individual consultation with each employee identified. If you are identified, you will have the right to be informed of the basis of your selection and be invited to put forward any representations. Your Employer will consider fully any such representations before making a final decision on which employees are to be made redundant.

As a redundant employee who has a minimum of two years' continuous service with your Employer, you will normally be entitled to be paid statutory redundancy pay, which is calculated according to your age, length of service and weekly pay (subject to a statutory cap).

Selection for Redundancy

Your Employer will identify how many roles are at risk of redundancy and will define a "selection pool." This is normally made up of employees who carry out the same, or similar, work and perform jobs that are interchangeable, whether or not in the same department or location, or on the same shifts. A selection pool is not always needed, for example where there is only one employee whose role is affected.

Once a selection pool has been determined, your Employer will apply criteria to decide which employees from the pool will be provisionally selected for redundancy. The criteria will be objective and as far as possible, they will use criteria that can be measured and supported by records, data, or other evidence. The selection criteria used will depend on a number of factors, including the needs of your Employer at the time and the roles under consideration. Your Employer will make reasonable adjustments to the selection procedure to remove any disadvantage that a disabled employee would otherwise face.

50 Retirement

Your Employer does not have a compulsory retirement age for its employees and recognises the contributions of a diverse workforce, including skills and experience, and operates a flexible retirement policy. You may voluntarily retire at a time of your choosing.

If you decide that you would like to retire, you should notify your line manager in writing as early as possible and at least in accordance with the required notice period. Your line manager will arrange a meeting with you to discuss arrangements for retirement, including the intended retirement date, handover plans and pension details.

You should consider your pension provision and take independent financial advice before making any decision in relation to retirement.

51 Employee Declaration

Please read through the contents of this Employee Handbook, and sign and date the agreement below.

I confirm that I have read, understood, and agree to the conditions as stated in the Employee Handbook and understand that the version of this handbook that applies will be the latest version issued.

SIGNED: _____

PRINT NAME: _____

DATE: _____

Please detach/print and return this document to your manager. It will be kept in your personnel file.