[Company Name / Logo]

Employee Handbook

Welcome and Introduction

Welcome to [COMPANY NAME].

Who We Are

[INSERT:

* + Welcome message to the team from owner/founder/manager
	+ Company values/principles
	+ Team (where appropriate, intros from key people in business/onboarding process)
	+ Company processes (bespoke to each business – systems, tools, ways of working, etc.).]

This Handbook

This handbook is designed to explain the way in which we work and to set out the key procedures, rules and policies designed to ensure an efficient workplace and a safe and supportive environment for all employees. The contents of this handbook do not form part of the terms of your contract of employment unless otherwise stated. The Company may need to alter or amend any policy or procedure contained in this handbook to ensure that it remains relevant and consistent with the needs of the business. Any such change will be notified to all employees and an up-to-date copy of this handbook can be obtained from [INSERT].

1. **KEY PRINCIPLES**

* 1. **Health and Safety**

A detailed health and safety [policy] [handbook] identifying the roles and responsibilities of key staff members for ensuring that the Company meets its commitment to health and safety is available from your line manager. In addition there is information on health and safety displayed throughout our premises.

Detailed risk assessments have been carried out on all aspects of the Company’s activities and steps have been taken to ensure that all work can be done safely. Any employee who is concerned that any aspect of the Company’s activities poses a risk to health and safety should report this to the nearest available manager immediately. Genuine concerns about health and safety will always be treated with the utmost seriousness and be thoroughly investigated.

Employees are required to comply with all instructions, rules and procedures concerning matters of health and safety. Failure to do so may amount to gross misconduct. In particular, where employees are required to wear personal protective equipment, then failure to do so will be treated as gross misconduct which will usually result in dismissal.

* 1. Whistleblowing

The Company encourages employees to raise any concerns that they may have about any wrongdoing at any level within the business. Wrongdoing in this context means any breach of a legal obligation, risk to health and safety, a criminal offence being committed, a miscarriage of justice occurring or likely to occur, damage to the environment or an attempt to conceal any of the above.

Any initial concern should be raised with your line manager. However, if this is not appropriate then you should contact another member of the management team who will ensure that your concern is properly addressed.

Employees who raise a concern which is in the public interest under this policy are entitled not to be subjected to any detriment as a result. However, the employee must reasonably believe that the disclosure they are making is true.

Even if your concern proves to be unfounded, you will be protected against any reprisals from your manager, colleagues or any other employee of the business. Making a deliberately false allegation, however, against the Company, a fellow employee or any other person will be treated as an act of gross misconduct which will usually result in dismissal.

If you are the subject of an allegation of wrongdoing, then you will be informed of the allegation and given every opportunity to explain the situation and put your side of the story. Disciplinary action will only be taken following a full investigation in accordance with the Disciplinary Procedure.

* 1. Data Protection

We will process personal data and sensitive personal data (also known as ‘special categories of personal data’) relating to you in accordance with our Data Protection Policy and our Data Protection Privacy Notice (provided to you separately), as well as in accordance with the relevant data protection legislation.

We may monitor staff in accordance with our policies relating to email, internet and communications systems and monitoring at work, as detailed in this Employee Handbook and in accordance with the relevant data protection legislation.

You will comply with your obligations under our Data Protection Policy and other relevant policies as directed.

* 1. Environmental Statement

As a company, we aim to do our best for the environment. Sustainability is something we take very seriously and we want to follow a range of environmental, social and financial policies that help us to reduce our negative impact and give something positive back to the world.

In the undertaking of their daily duties, we accept that all staff associated with the Company will have an influence on the environment. We will commit to adopting working practices that will help to have a positive effect, contribute. towards continued environmental improvement, prevent pollution and reduce unavoidable negative influences caused by our working practices.

Every employee has a responsibility to promote sustainability and prioritise environmentally friendly practices while at work by taking extra care when carrying out normal duties to avoid unnecessary or extravagant use of services, materials, lights, heating, water etc.

**2** **HOW WE DO THINGS**

* 1. **Proof of Identity**

The Company is legally obliged to ensure that all employees are permitted to work in the UK. It is a condition of your employment that you comply with all reasonable requests to provide details of your identity, right to work in the UK and place of residence. This will include allowing the Company to take copies of your passport or other appropriate documents and to check their authenticity. Copies of any such documents will be kept in your personnel file for such a period as is deemed necessary in compliance with current data protection laws.

The Company may dismiss any employee who cannot demonstrate that they are legally entitled to work in the UK.

* 1. **Rest Breaks**

The Company encourages all employees to take full advantage of scheduled rest breaks. These are provided not only for comfort but also to protect the health of employees and to prevent excessive fatigue from causing accidents.

A rest break should be taken away from your workstation wherever possible. If you leave the premises you should bear in mind the time that it will take you to return from the break so that you can ensure that you begin work again on time.

* 1. **Computer Use – Including the Use of Email/Internet**

It is very important that the Company is able to keep its data secure. To assist with this, all employees are required to comply with instructions that may be issued from time to time regarding the use of Company-owned computers or systems.

You should ensure that, when leaving your workstation for any lengthy period, you lock your terminal or log off if appropriate.

You must not attach any device to Company IT equipment without authorisation from your line manager and you must not open attachments or click on links unless you know you can trust the source. Company portable IT devices must be kept secure and be password protected at all times.

Your computer password is an important piece of confidential information and you should treat it that way. Do not share it with others, and make sure that it is not written down anywhere that an unauthorised person can find it.

Unauthorised access to any of the Company’s systems will amount to gross misconduct.

**Internet Use**

Employees with access to the internet on Company-owned devices should use that access responsibly.

Personal use during working hours will be treated as misconduct. From time to time the Company may block access to sites which it considers inappropriate but, whether or not a specific site has been blocked, employees must not use the internet to view or download offensive or sexually explicit material. Any attempt to do so may, depending on the circumstances, amount to gross misconduct leading to dismissal.

Employees must not download any software, plugins or extensions onto Company-owned devices unless this is first cleared by an appropriate manager. Employees should also refrain from downloading music, video or any other entertainment content on any Company-owned device.

Firewalls and anti-virus software may be used to protect the Company’s systems. These must not be disabled or switched off without express permission from management.

**Email**

All email correspondence should be dealt with in the same professional and diligent manner as any other form of correspondence.

Using a company/work email address to send inappropriate material, including content of a sexual, racist or discriminatory nature, is strictly prohibited and may amount to gross misconduct. Should you receive any offensive or inappropriate content via email you should inform a member of management of this as soon as possible so that they can ensure that it is removed from the system.

You should also take care that emails will be seen only by the person intended. Particular care should be taken when sending confidential information that the email has been correctly addressed, marked ‘private’/‘confidential’ and not copied in to those not authorised to see the information. Sending confidential information via email without proper authorisation or without taking sufficient care to ensure that it is properly protected will be treated as misconduct.

**Privacy**

Monitoring of email usage takes place without notice. You should have no expectation of privacy in respect of personal and business use of email and the internet while at work.

Your email remains the property of the Company and therefore you should not use your Company email to send or receive any information that you regard as private. In the course of its business, the Company may read emails that you have sent or received – although in the absence of evidence of wrongdoing the Company will try to avoid reading personal emails if possible.

* 1. **Social Media**

An employee’s behaviour on any social networking or other internet site must be consistent with the behaviour required of employees generally. Where it is possible for users of a social media site to ascertain who you work for, then you should take particular care not to behave in a way which reflects badly on the Company.

Inappropriate or disparaging comments about the Company, colleagues or clients will be treated as misconduct. Because social media interactions can be copied and widely disseminated in a way that you may not be able to control, the Company will take a particularly serious view of any misconduct that occurs through the use of social media.

You must not operate a social media account or profile that purports to be operated by or on behalf of the Company without express permission to do so from your manager.

You should not attempt to access social networking sites such as Facebook/Twitter or similar on company computers. This includes during break times.

* 1. **Alcohol and Drugs**

The Company’s approach to the consumption of alcohol, drugs and other substances (including new psychoactive substances) that have intoxicating and/or behaviour-altering effects or impair judgement (referred to in this policy as ‘other substances’) is based on the need to ensure a safe and productive working environment. Because of the serious nature of the risks posed by the abuse of alcohol, drugs and other substances in the workplace, any breach of the rules in this area will be treated as gross misconduct which will usually result in dismissal.

An employee will be regarded as ‘under the influence’ of alcohol, drugs or other substances if their behaviour, speech, ability to concentrate or otherwise perform their duties is in any way affected.

**Dependency**

Employees who have a dependency on alcohol, drugs or other substances may be offered support and encouraged to seek appropriate counselling or medical help. Absence arising from treatment or counselling related to drug, alcohol or other substance abuse will be treated as sickness absence under the Company’s Sickness Absence Procedure. However, while the Company will always try to be supportive of employees with a drug, alcohol or other substance problem, this will not prevent disciplinary action being taken when employees act in breach of the rules laid out in this policy.

Wherever an employee informs the Company that they have a drug, alcohol or other substance problem, this will, as far as possible, be treated in the utmost confidence. However, the Company may need to disclose particular circumstances to managers, regulatory authorities or others should this be necessary to ensure safety or compliance with legal requirements.

**Drugs**

The consumption, storage, distribution or sale of illegal drugs or any other behaviour-altering and/or intoxicating substance, including new psychoactive substances, on Company premises or during working time is strictly prohibited. The Company will report any illegal activities to the police or other relevant authorities.

You must not present yourself for work under the influence of illegal drugs or any other substance taken for non-medical purposes.

**Medicines and Prescription Drugs**

If you are taking prescription drugs or any other medicine that may affect your performance at work or your ability to carry out any of your duties, then you must inform your line manager of this so that steps can be taken to ensure that the work can be done safely. It is your responsibility, when beginning any course of medication, to check whether it may adversely affect your ability to work.

**Alcohol**

Consumption of even a small amount of alcohol may be sufficient to adversely affect the work of an employee and could pose a risk to health and safety. Remember that alcohol remains in the bloodstream for up to 24 hours following consumption and that the consumption of a significant amount of alcohol in the evening may leave you unfit to work in the morning.

You must not present yourself for work under the influence of alcohol.

You must not consume any alcohol during working time, lunchtime or during any break unless this has been specifically authorised by your manager.

**3 ABSENCE**

* 1. **Unauthorised Absence**

Employees who deliberately fail to attend work without proper excuse or in breach of management instructions will be committing gross misconduct which could result in dismissal without notice or payment in lieu.

* 1. **Medical Appointments**

In general, appointments to see a GP, dentist or optician should be made for outside working hours. Paid leave will not normally be granted for non-emergency visits.

Employees who have a medical condition which will require regular appointments during the working day should discuss their situation with their manager so that appropriate arrangements can be made.

You may be required to provide evidence of any appointment for which time off is needed.

* 1. **Ante-natal Care/Adoption Appointments**

**Pregnancy-related Appointments**

Employees who are pregnant are entitled to paid time off to attend ante-natal appointments provided that attendance is based on medical advice. For second and subsequent appointments, you may be required to produce an appointment card or similar evidence of the date and time of the appointment.

If your partner is pregnant, you are entitled to unpaid time off for up to two ante-natal appointments. If you wish to exercise this right you should notify your manager of the date and time of the appointment. You may be asked to provide written evidence that an appropriate appointment has in fact been made.

**Adoption Appointments**

Employees who are adopting on their own or have elected to be the primary adopter may take paid time off to attend up to five adoption appointments in certain circumstances.

If you are the partner of the primary adopter, you may take unpaid time off on up to two occasions to attend an adoption appointment.

* 1. **Sickness Absence**

**Reporting Sickness Absence**

If you are too ill to come into work, you should personally inform your line manager of this fact as soon as possible and in any event by no later than [insert timeframe] one hour before your start time.

It is important that you keep in touch with your manager about the likely length of your absence so that appropriate arrangements can be made for cover, and you should phone in sick on every day of your absence unless either you have previously informed your manager that you will be off sick for a particular period of time or your absence is certified by a ‘Fit Note’ (Form Med 3).

The Company requires any absence of more than four days to be certified by a ‘self-certification form’ (Form SC2). Any absence of more than a week must be certified by a ‘Fit Note’ (Forms Med 3 or Med 10). Uncertified absence may be treated as misconduct and will not be paid.

Where you are absent for an extended period of time (three weeks or more) or where you have high levels of short-term absences, the Company may refer you to an occupational health professional or seek a medical report from your GP. The purpose of this will be to ascertain when you are likely to be able to return to work and to identify any measures that can be taken to help you return as soon as possible.

The Company will maintain regular contact with employees who are off sick for an extended period.

Employees will be required to attend a return-to-work meeting after any period of sickness absence. The purpose of the meeting is to check on the employee’s general health and wellbeing, to catch up with regards to anything that the employee may have missed and to discuss whether there are any concerns in respect of absence levels.

**Phased Return to Work**

As an employee recovers from illness or injury, it may be possible for them to undertake a limited range of duties as a preparation for returning to normal work. The Company will try whenever appropriate in light of medical advice to allow for a phased return to work from any long-term illness. This may involve reducing the employee’s hours, or the scope of their duties or both. The purpose of a phased return, however, is to provide a bridge between sickness absence and normal working and so any such arrangements will be time limited and will not normally extend over more than three months.

**Alternative Work**

The Company may consider agreeing changes to an employee’s duties or other working arrangements when it becomes clear that, due to sickness or injury, they will not be able to return to normal working. Any such changes will be subject to the needs of the business and there is no guarantee that permanent arrangements of this sort will be possible.

Where duties or working hours are varied in this way, then the job being done by the employee will need to be reassessed to determine the appropriate level of remuneration. This will then need to be agreed with the employee. If an agreement is not reached, then the Company may proceed to dismiss the employee in accordance with the procedure for long-term sickness absence.

**Disability and Reasonable Adjustments**

The Company is committed to making reasonable adjustments to an employee’s duties or working arrangements where they would otherwise suffer a disadvantage arising from any disability.

In order to make appropriate adjustments, the Company needs to know about any disability the employee may have. Employees who feel that they may require an adjustment should discuss their situation with their line manager. Any such discussions will be in the strictest confidence, although when an adjustment is made it may be necessary to inform other employees of the reason for this. The extent to which details of any disability will be discussed with other employees will be agreed as part of the process of making the adjustment itself.

The purpose of any adjustment will be to ensure that the employee can work effectively in an appropriate role and on appropriate terms and conditions. The Company is not obliged to maintain an employee’s level of pay if hours are reduced or the employee is moved to a less senior role as a result of any adjustment. Nor will the Company agree to an adjustment which will not result in a commercially practicable working arrangement.

**Statutory Sick Pay**

If you are sick the Company will pay you Statutory Sick Pay (SSP), if you are eligible. Further details of this are contained within your contract of employment.

* 1. **Compassionate/Bereavement Leave**

In the event that an employee suffers a bereavement in their family, the Company will exercise its discretion to allow reasonable time off to attend a funeral. What is reasonable will be determined on a case by case basis and the type of leave, whether paid or unpaid, will depend on the circumstances and the relationship the employee had with the individual.

In addition, there may be occasions where it may be necessary for an employee to take compassionate leave. Again, this will be considered on a case by case basis and, dependant on circumstances, may be paid or unpaid.

An employee will not be eligible to receive paid bereavement or compassionate time-off benefits while off or absent from work because of holiday, sickness (paid or unpaid) or for any other reason.

* 1. **Parental Bereavement Leave**

Employees are entitled to Statutory Parental Bereavement Leave (SPBL) if a child for whom they have or were due to have parental responsibility has died or been stillborn after 24 weeks of pregnancy.

Leave can be taken as one week, two consecutive weeks or two separate weeks, at any time within the first 56 weeks after the child’s death.

**Notification**

During the first eight weeks after a child has died, you or someone on your behalf, as necessary, need only give notice to the Company to take SPBL before you are due to start work on the first day of leave. If you have already started work, then your SPBL period will officially start on the following day. If you want to cancel it at any time during the first seven weeks, you can do so as long as it has not started.

After eight weeks, you need to give at least a week’s notice to the Company to take SPBL. You can cancel it with a week's notice or re-book it by giving a week's notice.

When giving notice to take SPBL, you must tell the Company: the date of the child’s death; when you want your leave to begin; and whether you want to take one or two weeks’ leave. You can give notice by telephone, by email or by letter.

**Parental Bereavement Pay**

To qualify for Statutory Parental Bereavement Pay (SPBP) during such leave you must have at least six months’ continuous employment and normal weekly earnings of at least the lower earnings limit. It is paid at the same rate as other statutory family leave pay, which is subject to change every year. You can check the most up-to-date figure with your line manager.

To claim SPBP, you must confirm the following information in writing within 28 days of starting any period of SPBL: your name; your entitlement to SPBP; the dates of SPBL you want to claim the pay for; the date of the child's death; and your relationship to the child. You can provide this information at the same time as giving notice to take SPBL, as set out above, so long as it is in writing.

**Other Leave Entitlements**

In addition to parental bereavement leave, if you qualified for:

* maternity or paternity leave and pay and your child has died or been stillborn, you are still entitled to such leave and pay
* adoption leave and pay, then the adoption leave entitlement runs for another eight weeks from the end of the week in which the child died (unless it would already have ended sooner).

If your planned period of SPBL coincides with another statutory family leave right, your SPBL will end at the start of that other leave. If you wish to take SPBL at the end of the other statutory family leave period, then a fresh notice to take the leave will be required, as per the above notice requirements.

Compassionate or Dependants leave may be available under our Compassionate or Dependants Leave Policy at our discretion. Please speak to your manager if you require time off in addition to parental bereavement leave.

* 1. **Emergency Time Off for Dependants**

The Company recognises that situations arise where you need to take time off work to deal with an emergency involving someone who depends on you. Your husband, wife or partner, child or parent, or someone living with you as part of your family can all be considered as depending on you. Others who rely solely on you for help in an emergency may also qualify. For further detail as to who counts as depending on you and guidance on individual circumstances, please speak to your manager.

Provided the reasons for such a request are genuine and you inform the Company as soon as possible that you need this time off, you will be allowed reasonable unpaid time off work to deal with such emergencies.

The right to time off only covers emergencies. If you know in advance that you are going to need time off, you will not qualify for this type of leave and therefore you should arrange this with the Company by taking another form of leave, such as annual leave, parental leave etc.

If an emergency occurs and it is not possible for you to inform your manager in advance of any absence, you should contact your manager as soon as possible to inform them of the situation. Appropriate arrangements may then be put in place.

1. **FLEXIBLE WORKING AND FAMILY RELATED RLEAVE**

**4.1 Flexible Working**

The Company will try, subject to the needs of the business, to accommodate requests from employees who wish to make changes to their working hours or place of work.

Requests for a change in working arrangements can be made by any employee with at least 26 weeks’ continuous service with the Company at the time the request is made. In exceptional circumstances, the Company may consider requests prior to such continuous service being reached. However, each request would be considered on a case by case basis. Further, only one request per employee may be made in any 12-month period. The request should:

* + be made in writing and state that this is a flexible working request;
	+ set out the change requested; and
	+ describe the impact that the change will have on the operation of the business and how any difficulties caused by the change may be addressed.

When a request is received, the employee will be invited to a meeting to discuss the potential change.

The meeting will normally be conducted by the employee’s line manager.

The employee will be entitled to be accompanied by a fellow employee to assist in making any representations that may be appropriate.

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

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

In refusing any request, the Company will explain the reasons for the refusal in writing and may make an offer of an alternative arrangement. Discussions may then take place to try to agree a way forward. If no agreement is reached, then the employee’s terms and conditions will remain unchanged, subject to the right of the employee to appeal the decision.

Any meetings should take place in a spirit of cooperation with both sides seeking to reach agreement on an appropriate way forward.

Any change in working arrangements which results from this process will be confirmed to you in writing.

* 1. **Maternity Leave**

All employees who give birth are entitled to take maternity leave which lasts for a maximum of 52 weeks. Employees with at least 26 weeks’ continuous service immediately before the 15th week prior to the expected week of childbirth (EWC) will also be entitled to be paid Statutory Maternity pay (SMP) for up to 39 weeks of their absence. Because this is a statutory payment, there are a number of procedural requirements that must be met in order to make sure that an employee qualifies. The most important requirements are set out below, but if you have any doubts about the rules that apply you should speak to a member of the management team who will make sure that you have all the appropriate information.

**Notification**

To qualify for maternity leave you must provide the Company, no later than the end of the 15th week before your EWC (when you are approximately six months pregnant) with the following information:

* + that you are pregnant
	+ the date of the week your baby is due (your EWC)
	+ when you intend your maternity leave to start (this date can be changed later – see below).

You must also provide the Company with the original Maternity Certificate (MATB1) issued by your doctor.

In some circumstances, the Company may be able to accept other medical evidence of when your baby is due, so if there is any difficulty in providing the MATB1 certificate you should discuss this with your manager.

If you intend to take advantage of the right to shared parental leave, you should inform the Company of this fact at the same time as you notify the intended start date of your leave.

**Start of Maternity Leave**

Generally, it is up to you to decide when to start your maternity leave. However, your leave cannot begin any earlier than the beginning of the 11th week before your EWC.

Where it is safe to do so, you may choose to continue working right up to your child’s birth. However, your maternity leave will begin automatically if you are off sick for a pregnancy-related reason at any stage in the four weeks immediately before your EWC.

If your baby is born before the date that you have notified as the start date for your maternity leave, then your maternity leave will begin on the day following the birth.

You may change the date on which you intend to start your maternity leave, but you must notify the Company of your new start date at least 28 days before the original date given (or the new date if that is sooner). If there is a reason why you cannot give this notice, then you should explain the situation to an appropriate manager and the Company will attempt to accommodate your changed circumstances. However, the Company may need to insist on delaying the start of your leave until at least 28 days have passed since your notification of a changed date.

When your baby is born you should inform the Company of this fact as soon as is reasonably practicable.

**Duration of Maternity Leave**

The standard length of maternity leave is 52 weeks. Once you indicate the intended start date of your leave, the Company will send you a written notification of your expected date of return.

**Statutory Maternity Pay**

Statutory Maternity Pay (SMP) is paid to employees who have at least 26 weeks’ service immediately before the 15th week before the EWC and whose pay is above the Lower Earnings Limit for paying National Insurance Contributions (this changes each year). Employees who earn below that amount may be entitled to a state benefit called Maternity Allowance. The Company will provide you with an appropriate form to help you claim this, where appropriate.

To pay SMP, the Company needs to be given at least 28 days’ notice that you intend to claim it. This will normally be given when you inform the Company of your intended start date for maternity leave. If it is not possible to give 28 days’ notice, you should give as much notice as is reasonably practicable.

SMP is paid for a maximum total of 39 weeks. The first six weeks are paid at 90 per cent of your normal weekly earnings (this is based on an average of your total earnings in the eight weeks immediately preceding the 14th week before your EWC) and the remaining 33 weeks are paid at a flat rate specified in legislation (this changes each year).

Your entitlement to SMP will be affected if you undertake any paid work (other than ‘Keeping in Touch’ days, described below) or are taken into legal custody at any time during your period of SMP entitlement. You should inform the Company immediately of any such change in your circumstances.

**Returning to Work Early**

Not every employee will want to take the full 52 weeks of maternity leave. Some may simply want to return to work early and others may wish (with their partner) to take advantage of the right to shared parental leave (see below).

In order to make arrangements to accommodate an early return, the Company is entitled to ask for eight weeks’ notice of the new date, and if that is not given it may delay your return until eight weeks have passed since your notification.

In any event, the law requires that you must not be permitted to return to work during the two weeks immediately following the birth.

**Returning to Work Late**

Following your maternity leave, you are required to return to work on the date notified to you as your expected date of return. If you are unwell on that date then you should follow the Sickness Absence Procedure set out in Section 5.2 of this handbook.

**Maternity Suspension (Health and Safety Reasons)**

Depending on the nature of your job, there may be circumstances in which it is unsafe for you to continue working while you are pregnant. In some circumstances the law requires a pregnant employee to be suspended on full pay or transferred to alternative duties. Jobs which may come under this category are identified in the risk assessments that the Company has carried out under its Health and Safety Policy. If you are affected by any health and safety issues connected with your pregnancy, then the Company will discuss any detailed arrangements that need to be made until it is safe for you to return to your original duties.

* 1. **Adoption Leave**

Employees who are matched with a child for adoption may be entitled to take up to 52 weeks’ adoption leave.

Adoption leave is also available to individuals fostering a child under the Fostering for Adoption scheme.

Where two parents are adopting a child, only one of them may take adoption leave, and the other (regardless of gender) is entitled to take paternity leave. If both adoptive parents qualify, they may each take shared parental leave.

The arrangements for taking adoption leave are similar to the arrangements for taking maternity leave, but there are several important differences. The key ones are set out below, but if you believe you are entitled to adoption leave you should discuss the situation with an appropriate manager who will ensure that you have all the necessary information.

**Notification**

If you intend to take adoption leave, you should notify the Company of this within seven days of being notified that you have been matched with a child for adoption (or as soon as is reasonably practicable).

Your notification should set out:

* + the date when the child is expected to be placed with you; and
	+ the date when you want to start your adoption leave.

As with maternity leave, you can change your mind about the start date provided the Company is given at least 28 days – or as much notice as is reasonably practicable.

The Company is entitled to require proof of the adoption, which usually takes the form of a matching certificate provided by the agency placing the child.

Adoption leave is the same in duration as that of maternity leave and will last for 52 weeks unless you choose to return early or take advantage of shared parental leave. You may choose to start the leave from the date when the child is placed with you or at any time in the preceding two weeks.

If, for any reason, the placement is brought to an end – for example because the match turns out to be unsuitable – then adoption leave will continue for eight weeks beyond the end of the placement. After that period you will be expected to return to work as normal.

**Adoption Pay**

The arrangements for Statutory Adoption Pay are similar to those for SMP (set out above).

**Returning to Work Following Adoption Leave**

Your return to work at the end of your adoption leave is on the same basis as for the end of maternity leave (set out above).

* 1. **Paternity Leave**

Employees with 26 weeks’ continuous service as at the 15th week before the EWC will be entitled to take paternity leave if they expect to have parental responsibility for a child and they are either the mother’s partner or one of the adoptive parents. The purpose of the leave must be either to care for the child or to provide support for the child’s mother or adoptive parent.

There are a number of administrative requirements that must be met in relation to taking paternity leave and employees should discuss their plans with their line manager at as early a stage as possible. The following paragraphs set out the basic requirements, but there are additional requirements that must be met when adopting a child from overseas and employees in this position should talk to their manager who will make sure that full information is provided.

Employees entitled to take paternity leave are entitled to take either one or two weeks of leave. If two weeks are taken, they must be consecutive and no individual days can be taken except with the agreement of the Company.

Paternity leave cannot start before a child is born and must be taken at some stage within the first eight weeks following birth (except when the child is born prematurely, in which case the leave must be taken within the eight weeks following the EWC).

Most new parents choose to begin paternity leave on the date their child is born, but you may, if you wish, begin the leave at any time you choose provided that the whole of the leave is taken by the end of those eight weeks.

In order to qualify for paternity leave, you must notify the Company at least 15 weeks before the expected week of your child’s birth or within seven days of having been notified that a child will be placed for adoption. Your notification should specify how much leave you intend to take and when you intend the leave to begin. Should your plans change, you will need to give the Company 28 days’ notice of any revision.

Paternity leave is payable at the statutory rate, which is subject to change every year. You can check the most up-to-date figure with your line manager.

* 1. **Parental Leave**

Parental leave is a flexible form of unpaid leave designed to help employees spend time caring for their children. Parental leave can be taken up until the child’s 18th birthday and is available to employees who have at least one year’s service and who have formal parental responsibility for a child.

The basic entitlement is to 18 weeks of unpaid leave in respect of each child.

Parental leave must usually be taken in blocks of one week or more and no more than four weeks’ leave will be granted in a single year. However, more flexibility is available in respect of disabled children and you should discuss your requirements with your line manager if this applies to you.

A request to take parental leave should be submitted 21 days in advance. While the Company will always try to accommodate requests for parental leave, it has the right to postpone any leave for up to six months in order to accommodate business need.

No postponement will be required if you choose to take your first instalment of leave immediately after the birth or adoption of your child. In such circumstances you need only inform the Company of your intention 21 days before the expected date of birth or placement. The leave will then begin automatically when your child is born or placed with you.

Parental leave is an entitlement that can be transferred from one employment to another. You may therefore join the Company with some outstanding parental leave attaching to a particular child. In such circumstances you should be aware that the qualifying period for taking parental leave still applies and you will need to have been employed for at least one year before you can resume taking parental leave.

* 1. **Shared Parental Leave**

Shared parental leave is a flexible form of leave available to both parents designed to encourage shared parenting in the first year of a child’s life. It allows a more flexible pattern of leave than the traditional arrangement under which the mother takes extensive maternity leave and the father takes a short period of paternity leave.

Employees who give birth or adopt remain entitled to take the full 52 weeks of leave if they choose to do so, and the arrangements described above for maternity and adoption leave continue to apply. However, an employee may choose to share part of that leave with their partner provided that certain qualifying conditions are met. When leave is shared in this way, there is no need for the ‘primary’ leave taker to have returned to work. Both parents can be on leave at the same time provided that the combined amount of leave taken by the parents does not exceed 52 weeks and that all of the leave is taken before the end of 52 weeks following the birth of the child or its placement for adoption.

Generally, parents will qualify for shared parental leave provided that both are working and that each has at least 26 weeks’ service with their respective employers. To exercise the right, both parents must inform their employer that they intend to take shared parental leave – usually at the same time as the employer is notified that an employee is pregnant or plans to adopt. They must also give an indication of the pattern of leave that they propose to take.

A parent proposing to take a period of shared parental leave must give the Company eight weeks’ notice of any such leave. Depending on the circumstances, it may be possible for the Shared Parental Leave to be taken in intermittent blocks, with one parent returning to work for a time before taking another period of shared parental leave. Such an arrangement can only be made with the agreement of the Company. While every effort will be made to accommodate the needs of individual employees, the Company may insist on shared parental leave being taken in a single instalment. Any decision as to whether to permit intermittent periods of leave is entirely at the Company’s discretion.

An employee absent on shared parental leave will be entitled to a weekly payment equivalent to the lower fixed rate of SMP. The number of weeks for which payment will be made will vary depending on the amount of SMP paid to the mother while on maternity leave. Essentially, if the mother ends (or proposes to end) her leave with ten weeks of SMP entitlement remaining, the parent taking shared parental leave will be entitled to be paid for the first ten weeks of leave.

* 1. **Keeping in Touch Days**

During a period of maternity, adoption or shared parental leave, Employees are entitled to ten Keeping in Touch days (KIT days). These allow the employee to attend work to catch up on the latest developments, undergo training or some other development activity, or to take part in important meetings without losing their right to subsequent pay entitlements. Employees on shared parental leave are entitled to a further 20 KIT days.

These KIT days are entirely voluntary and employees will not be required to take part, nor is the Company under any obligation to arrange for KIT days.

1. **HOW WE RESOLVE ISSUES**

**5.1 Performance Improvement Procedure**

It is in everybody’s interest for employees to perform well at their jobs and the Company aims to ensure that all employees are given the support needed to ensure that they do so. Where there are issues with performance, then the employee should receive feedback from their manager setting out any concerns. Discussions should take place about how that performance can be improved. This procedure is designed to be used when such informal discussions do not lead to the employee’s performance improving to an acceptable level.

**The Right to be Accompanied**

Employees are entitled to be accompanied at any formal meeting held under this procedure by a fellow employee or trade union official of their choice. The Company will provide any chosen companions with appropriate paid time off to allow them to attend the meeting. It is, however, up to the employee in question to arrange for a companion to attend the meeting.

**Stage One**

The employee’s manager will inform them of the nature of the problem and confirm this in writing. The employee will be invited to a formal performance management hearing to discuss the issues raised by the manager’s concerns. The invitation will set out the respects in which the line manager believes that the employee’s performance still falls short of an acceptable standard. The hearing will be conducted by the employee’s line manager and will consider any representations the employee may make about their performance, whether it needs to be improved and, if so, what steps can be taken to help the employee reach the appropriate level.

Following discussion of the problem, the line manager may choose to take no further action; to refer the matter for investigation under the Disciplinary Procedure (if it appears the issues are linked to conduct rather than performance); or to issue a **written warning** and Performance Improvement Plan, which will remain current for a period of 12 months.

**Performance Improvement Plan**

A Performance Improvement Plan (PIP) is a series of measures designed to help improve the employee’s performance.

Each PIP will be tailored to the particular situation.

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

**Review**

At the end of the PIP the employee’s performance will be reviewed. If satisfactory progress has been made, the employee will be notified of this fact in writing. If the manager feels that progress has been insufficient, then they may decide to extend and/or amend the PIP to such extent as seems appropriate. Alternatively, the manager may refer the matter to a meeting under Stage Two of this procedure.

Following the successful completion of a PIP the employee’s performance will continue to be monitored. If at any stage during the lifetime of the first written warning the employee’s performance again starts to fall short of an acceptable standard, their line manager may decide to institute stage two of this procedure.

**Stage Two**

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

The hearing will be conducted by an appropriate manager.

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

If the hearing concludes that reasonable steps have been taken which should have allowed the employee to perform to an acceptable standard but that these measures have not worked, then a formal final warning may be issued. Where it is appropriate, the warning may be accompanied by an extended or revised PIP.

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

**Stage Three**

If an employee has been issued with a warning under Stage Two which remains current and the appropriate manager believes that the employee’s performance is still not acceptable, then the matter may be referred to a further performance management hearing.

The hearing will be conducted by an appropriate manager.

The manager conducting the meeting may take such action as is judged appropriate, up to and including a decision to dismiss the employee.

Any dismissal under this procedure will be with notice or payment in lieu of notice and the decision to dismiss together with the reasons for dismissal will be set out in writing and sent to the employee.

**Appeals**

An employee may appeal against any decision taken under this procedure. The appeal should be submitted in writing, stating your full grounds of appeal, within one week of the decision being communicated. An appeal hearing will then be convened to consider the matter. Any PIP that is in force, together with any measures or objectives included within it, will continue in place during the appeal process.

The outcome of the appeal will be confirmed to the employee in writing, explaining the grounds on which the decision was reached. The outcome of the appeal will be final.

* 1. **Sickness Absence Procedure**

**Short-term Absence**

An employee who is absent on more occasions than is considered to be reasonable will be invited to a meeting to discuss their attendance.

The meeting will usually be conducted by the employee’s line manager and the employee will have a right to be accompanied by a fellow employee or a trade union official on the same basis as set out in the performance management procedure.

At the meeting the employee will be asked to explain the level of their absence. Where there is any indication that the absences are caused by an underlying medical condition, then the matter may be dealt with under the procedure for long-term absence set out below. The Company may also seek medical evidence from either the employee’s doctor or an occupational health specialist, in which case the meeting will be adjourned for a report to be obtained

Subject to any medical evidence, the manager conducting this first-stage meeting may decide to issue a warning to the employee setting out the Company’s expectations regarding attendance and indicating the level of improvement needed. A review period will normally be set which may range from one month to 12 months depending on the circumstances.

If the employee’s attendance does not improve to the extent required, they may at any stage in the review period be invited to attend a second-stage meeting to discuss the matter. The meeting will again be conducted by the line manager and the employee will be entitled to be accompanied by a fellow employee or trade union official. This meeting may result in an extension of the review period or the issuing of a final written warning requiring the employee’s attendance to improve and setting out the level of improvement required over a specified period of up to one year.

If the employee does not meet this standard and there is no underlying condition where reasonable adjustments would assist the employee to attend, then they may be dismissed. A final meeting will be convened which shall be conducted by a manager with the appropriate authority to dismiss and who will consider any representations made by or on behalf of the employee, who will once again have the right to be accompanied by a fellow employee or trade union official.

Any dismissal arising out of this meeting will be with notice.

There is a right of appeal against a decision to dismiss which must be exercised within one week of the decision being communicated.

**Long-term Sickness Absence**

Where an employee is absent for an extended period – or it is clear that their absence is likely to continue for some time – then the Company will want to investigate the prospects for their return and consider what actions can be taken to facilitate this. The extent to which the Company can continue to accommodate an employee’s absence will depend on a range of factors, including the role of the employee and the prevailing circumstances of the business.

The Company may seek medical advice as to the employee’s condition either from the appropriate professionals caring for the employee or from a specialist occupational health practitioner. The focus will be on ascertaining when the employee will be able to return to work and what steps the Company can take to facilitate this.

One or more meetings will be arranged with the employee to discuss their condition, the prospects for any return to work and whether anything more can be done by the Company to help. The employee will be entitled to be accompanied at the meeting by a fellow employee or trade union official.

Where it appears that the employee will be unable to return to work within a reasonable time frame then the Company may need to consider dismissal. Any dismissal will be with notice.

There is a right of appeal against a decision to dismiss which must be exercised within one week of the decision being communicated. You should submit your appeal in writing, stating your full grounds of appeal.

* 1. **Disciplinary Procedure**

The Company always tries to deal with disciplinary issues fairly and promptly. This procedure sets out the framework under which allegations of misconduct will be investigated and considered. While the procedure set out in this policy will be appropriate in most cases, there may be situations in which it is not practicable to comply with a particular requirement of it. When this happens, the Company will do its best to deal with the matter fairly and will pay particular attention to the need to give the employee every opportunity to explain their version of events.

**Definition of Misconduct**

Behaviour which is disruptive, disrespectful to colleagues or which falls short of the requirements set out in this handbook will be treated as misconduct under the Disciplinary Procedure. While employees will not usually be dismissed for a first offence, a failure to remedy the behaviour or to adhere to required standards may ultimately lead to dismissal once appropriate warnings have been given.

**Definition of Gross Misconduct**

Gross misconduct is behaviour which is fundamentally at odds with the employee’s duty to the Company and their colleagues. In accordance with the Disciplinary Procedure, gross misconduct will usually result in dismissal without notice or payment in lieu of notice, even in cases of a first offence.

It is not possible to list every example of gross misconduct which may arise, but the following provides an illustration of the sort of conduct that will fall into this category – some of which are then explained in more detail below:

* + Theft;
	+ Fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets;
	+ Deliberate acts of discrimination, harassment or victimisation;
	+ Refusal to carry out reasonable instructions;
	+ Violent or intimidating behaviour;
	+ Wilful damage to property;
	+ Causing loss, damage or injury through serious negligence;
	+ Serious misuse of our property or name;
	+ Serious insubordination;
	+ Reckless behaviour posing a risk to health and safety;
	+ Any act or omission constituting serious or gross negligence/or dereliction of duty;
	+ Sleeping on duty;
	+ Bringing the organisation into serious disrepute;
	+ Unauthorised use or disclosure of confidential information, or failure to ensure that confidential information in your possession is kept secure;
	+ Recording audio and/or video of any meeting, conversation or discussion with another person or people without the express prior consent of the person or people being recorded;
	+ Making untrue allegations in bad faith against a colleague;
	+ Making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;
	+ Any illegal act during working time or on Company premises; and
	+ Any act described as gross misconduct elsewhere in this handbook.

**Informal Action**

Most minor acts of misconduct can be dealt with informally through discussions between an employee and their line manager. This may consist of management guidance or an informal warning given orally or in writing. These steps are an everyday part of the management process and no formal procedure needs to be followed in respect of them.

Where informal action of this kind fails to resolve an issue, or where the misconduct alleged is considered too serious, then the matter will be dealt with formally under this procedure.

**Investigation**

If it is alleged that you have committed misconduct, an appropriate investigation will be carried out aimed at gathering all of the relevant evidence. You may be interviewed as part of this investigation and will have the opportunity to point the investigator towards any evidence that you feel is relevant. The right to be accompanied (see below) does not apply to any investigatory interview.

**Suspension**

If an allegation of misconduct is made against you, then you may be suspended from your duties on full pay while the matter is being dealt with. The Company will make every effort to ensure that any period of suspension is kept as short as possible.

**Hearing**

Once the investigation has been carried out, the investigating officer will make a decision about whether there is sufficient evidence to warrant a disciplinary hearing. If there is, you will be informed of this and an appropriate date for the hearing will be arranged.

You will be given sufficient notice of any hearing to allow you to prepare for it. While this will vary from case to case, the Company will generally try to give at least two days’ notice of any hearing and in complicated cases a longer period of notice may be given.

The purpose of the hearing will be to consider the evidence gathered during the investigation and to consider any representations made by you or on your behalf. The hearing will be conducted by an appropriate manager who, wherever possible, has not previously been involved in the case and who was not responsible for carrying out the investigation.

**The Right to be Accompanied**

Employees are entitled to be accompanied at any disciplinary hearing by a fellow employee or trade union official of their choice. The Company will provide any chosen companion with appropriate paid time off to allow them to attend the hearing. It is, however, up to the employee in question to arrange for a companion to attend the hearing.

**Disciplinary Action**

After considering all of the evidence, including any submissions made by you or on your behalf, the manager conducting the hearing will decide on the outcome. If misconduct is found to have taken place then the usual outcome will be a **written warning** which will be placed on your personnel file.

A warning will stay active for a period of one year, after which it will not be taken into account in any future disciplinary action.

If, however, a further instance of misconduct is found to have occurred (in accordance with this procedure) during the currency of a warning – or if any misconduct is considered to be serious enough to warrant it – then, subject to the formal process above being followed, you will be issued with a **final written warning**.

A **final written warning** will usually remain active for one year, but a longer period may be specified if the manager conducting the hearing feels that the circumstances warrant it.

An employee who is found to have committed further misconduct during a period covered by a final written warning will, following a hearing conducted in accordance with this procedure, generally be dismissed.

**Dismissal**

An employee will not normally be dismissed under this procedure for a single instance of misconduct unless a final written warning is already in place. However, where gross misconduct is found to have occurred, then dismissal without notice or payment in lieu will be the usual outcome.

Gross misconduct is misconduct that is so serious that it fundamentally undermines the relationship between employer and employee. If you are accused of gross misconduct, this will be made clear when you are invited to a disciplinary hearing. A wide range of behaviours can amount to gross misconduct but the most common involve dishonesty, violent or aggressive behaviour, the wilful destruction of Company property or a deliberate refusal to obey a reasonable instruction.

**Appeal**

An employee may appeal against the outcome of a disciplinary hearing by doing so in writing, stating their full grounds of appeal, within one week of being notified of the outcome. The person to whom an appeal should be directed will be detailed in the disciplinary outcome letter. An appeal hearing will be convened and conducted by an appropriate member of the senior management team.

The appeal will consider any grounds the employee chooses to put forward and they will have the same right to be accompanied as at a disciplinary hearing. The result of the appeal hearing will be final.

* 1. **Grievance Procedure**

The Company aims to be responsive to concerns raised by employees and if you are unhappy with something affecting you at work you are encouraged to raise this with your line manager. If that is not possible then you should speak to a member of the management team who will try to assist you in resolving any issue you may have. The following procedure is designed to be used when these informal attempts to resolve any dispute have not been successful.

**Raising a Grievance**

If you feel that the matter needs to be raised formally you should raise a grievance by making a written complaint, stating that it is being made under this procedure. You should give as much information about your grievance, including any relevant dates and times, as you can, so as to allow for any investigation into your concerns to take place.

**Grievance Hearing**

A grievance hearing will then be arranged so that you can explain the issue and suggest how it can be resolved. There may be some cases where your grievance can be dealt with in writing, subject to your agreement. You will have the right to be accompanied by a fellow employee or trade union official to any grievance hearing. The manager conducting the hearing will consider what you have said and may either deal with the matter immediately or decide to carry out further investigations. In that case the hearing will be adjourned until the investigation has been completed.

Once the investigations are concluded, if new information comes to light and if it is considered appropriate, you may be invited to a reconvened meeting to have the opportunity to consider and respond to the findings of the investigation. Following this, a decision on the outcome of your grievance will be made.

**Appeals**

If you are dissatisfied with the outcome of a grievance then you may appeal. You should submit your appeal in writing, stating your full grounds of appeal, within one week of being informed of the outcome of your grievance. Your appeal should be directed to the person named in the grievance outcome letter. An appeal hearing will then be convened and conducted by an appropriate member of the senior management team. You will have the right to be accompanied at the appeal by a fellow employee or trade union official. The outcome of any appeal will be final.

1. **EQUAL OPPORTUNITIES, DIVERSITY & INCLUSION**

* 1. **Equal Opportunities Statement**

We are committed to encouraging equality, diversity and inclusion among our workforce. The aim is for our workforce to be truly representative of all sections of society and our customers, and for each employee to feel respected and able to give their best.

We are fully committed to:

* + Treating all of our employees and job applicants equally in all aspects of employment including recruitment and selection, promotion, transfer, opportunities for training, pay and benefits, other terms of employment, discipline, selection for redundancy and dismissal.
	+ Creating a working environment that is free of bullying, harassment, victimisation and unlawful discrimination, promoting dignity and respect for all, and where individual differences and the contributions of all staff are recognised and valued.
	+ Employing, training and promoting employees on the basis of their experience, abilities and qualifications without regard to race, religion or belief, sex, sexual orientation, pregnancy or maternity, gender reassignment, age, marriage and civil partnership or disability. In this policy these are known as the ‘Protected Characteristics’.
	+ Making opportunities for training, development and progress available to all employees, who will be helped and encouraged to develop their full potential, so their talents and resources can be fully utilised to maximise the efficiency of the Company.

We will not condone any form of bullying, harassment or unlawful discrimination whether engaged in by employees or by outside third parties who do business with us, such as clients, customers, contractors and suppliers.

Employees have a duty to co-operate with us to ensure that this policy is effective in ensuring equal opportunities and in preventing discrimination, harassment or bullying. Action will be taken under our Disciplinary Procedure against any employee who is found to have committed an act of improper or unlawful discrimination, harassment, bullying or intimidation. Serious breaches of this policy will be treated as potential gross misconduct and could render the employee liable to summary dismissal.

All employees should understand that they, as well as the Company, can be held liable for acts of bullying, harassment, victimisation and unlawful discrimination in the course of their employment, against fellow employees, customers, suppliers and the public.

You should draw to the attention of your line manager any suspected discriminatory acts or practices or suspected cases of harassment. You must not victimise or retaliate against an employee who has made allegations or complaints of discrimination or harassment, or who has provided information about such discrimination or harassment. Such behaviour will be treated as potential gross misconduct. Employees should support colleagues who suffer such treatment and are making a complaint.

**Discrimination**

You must not unlawfully discriminate against or harass other people, including current and former employees, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts, or when wearing a work uniform), and on work-related trips or events including social events.

The following forms of discrimination are prohibited under this policy and are unlawful:

* + Direct discrimination – when someone is treated less favourably than another person because of a Protected Characteristic.
	+ Indirect discrimination – occurs where an individual’s employment is subject to an unjustified provision criterion or practice which, for example, one sex or race or nationality or age group finds more difficult to meet, although on the face of it the provision, criterion or practice is ‘neutral’.
	+ Associative discrimination or discrimination by association – direct discrimination against someone because they associate with another person who possesses a Protected Characteristic.
	+ Discrimination by perception – direct discrimination against someone because it is thought that they possess a particular Protected Characteristic even if they do not actually possess it.
	+ Harassment – unwanted conduct related to a relevant Protected Characteristic which has the purpose or effect of violating an individual’s dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual. You may complain of such offensive behaviour even if it is not directed towards you personally.
	+ Victimisation – when an employee is treated less favourably because they have made or supported a complaint or raised a grievance about unlawful discrimination or are suspected of doing so.
	+ Disability discrimination – this includes direct and indirect discrimination, any unjustified unfavourable treatment because of something arising in consequence of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

**Our Commitment**

**Recruitment**

The recruitment process will be conducted in such a way as to result in the selection of the most suitable person for the job in terms of relevant abilities and qualifications. We are committed to applying our Equal Opportunities Policy statement at all stages of recruitment and selection.

Recruitment publicity will aim to positively encourage applications from all suitably qualified people when advertising job vacancies in order to attract applications from all sections of the community.

Where vacancies may be filled by promotion or transfer, they will be published to all eligible employees in such a way that they do not restrict applications from employees with a particular Protected Characteristic. However, where, having regard to the nature and context of the work, having a particular Protected Characteristic is an occupational requirement and that occupational requirement is a proportionate means of achieving a legitimate aim, we will apply that requirement to the job role and this may therefore be specified in the advertisement.

The selection process will be carried out consistently for all jobs at all levels. We will ensure that this Equal Opportunities Policy is available to all staff and, in particular, is given to all staff with responsibility for recruitment, selection and promotion.

The selection of new staff will be based on job requirements and the individual's suitability and ability to do, or to train for, the job in question. Person specification and job descriptions will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment, promotion or transfer will be assessed objectively against the requirements of the job.

With disabled job applicants, we will have regard to our duty to make reasonable adjustments to work provisions, criteria and practices or to physical features of work premises, or to provide auxiliary aids or services in order to ensure that the disabled person is not placed at a substantial disadvantage in comparison with persons who are not disabled.

All applications will be processed consistently. The staff responsible for short listing, interviewing and selecting candidates will be clearly informed of the selection criteria and of the need for their consistent application. All questions that are put to the applicants will relate to the requirements of the job.

**Training, Transfer and Promotion**

We will take such measures as may be necessary to ensure the proper training, supervision and instruction for all line managers in order to familiarise them with our policy on equal opportunities, and in order to help them identify discriminatory acts or practices and to ensure that they promote equal opportunity within the departments for which they are responsible. The training will also enable line managers to deal more effectively with complaints of bullying and harassment.

All persons responsible for selecting new employees, employees for training, or employees for transfer or promotion to other jobs will be instructed not to discriminate because of one or more of the Protected Characteristics. Where a promotional system is in operation, the assessment criteria will be examined to ensure that they are not discriminatory. The promotional system will be checked from time to time in order to assess how it is working in practice.

When a group of workers who predominantly have a particular Protected Characteristic appear to be excluded from access to promotion, transfer and training and to other benefits, our systems and procedures will be reviewed to ensure there is no unlawful discrimination.

**Equal Pay and Equality of Terms**

We are committed to equal pay in employment. We believe our male and female employees should receive equal pay for like work, work rated as equivalent or work of equal value. In order to achieve this, we will endeavour to maintain a pay system that is transparent, free from bias and based on objective criteria.

**Disabilities**

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

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

We will monitor the physical features of our premises to consider whether they might place anyone with a disability at a substantial disadvantage. Where necessary, we will take reasonable steps to improve access.

* 1. **Bullying and Harassment**

We are committed to providing a working environment free from harassment and bullying and ensuring that all staff are treated, and treat others, with dignity and respect. This includes harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions.

Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment. It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to a Protected Characteristic. Harassment is unacceptable even if it does not fall within any of these categories.

Harassment may include (this is a non-exhaustive list), for example:

* 1. unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
	2. unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
	3. offensive emails, text messages or social media content;
	4. mocking, mimicking or belittling a person's disability.

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

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

Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include (this is a non-exhaustive list), by way of example:

* 1. physical or psychological threats
	2. overbearing and intimidating levels of supervision
	3. inappropriate derogatory remarks about someone's performance.

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

**If you are being harassed or bullied**

If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager, who can provide confidential advice and assistance in resolving the issue formally or informally. If informal steps are not appropriate or have not been successful, you should raise the matter formally under our Grievance Procedure.

We will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a ‘need to know’ basis. We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.

Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by an employee, the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

Staff who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

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

* 1. **Monitoring Equal Opportunities and Dignity at Work**

We will regularly monitor the effects of selection decisions and personnel and pay practices and procedures in order to assess whether equal opportunity and dignity at work are being achieved. This will also involve considering any possible indirectly discriminatory effects of its working practices. If changes are required, we will implement them. We will also make reasonable adjustments to its standard working practices to overcome barriers caused by disability.

**Breaches of this Policy**

We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.

If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or Bullying & Harassment Procedure. Complaints will be treated in confidence and investigated as appropriate.

You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately will be treated as misconduct and dealt with under our Disciplinary Procedure.

I acknowledge that I have read and understood the policies and procedures contained within this handbook

Received by ………………………………………………… (Employee)

Signed ……………………………………………………….

Date ………………………………………………………….