

University of  
**Salford**  
MANCHESTER

**Salford  
Professional  
Development**

# Company Handbook

Your guide to working with us

**Contents** – *click on the sections below to automatically be navigated to that section*

1. About Salford Professional Development .....	2
2. Equal Opportunities .....	2
3. Pre-Employment Checks.....	5
4. Probationary Period .....	5
5. Expenses and financial policy .....	5
6. Performance Management .....	6
7. Holidays .....	9
8. Sickness Absence .....	10
9. Maternity .....	12
10. Paternity.....	13
11. Adoption Leave .....	14
12. Shared Parental Leave .....	15
13. Parental Leave.....	20
14. Family Emergencies .....	21
15. Flexible Working .....	21
16. Jury service .....	23
17. Health and Safety at Work .....	23
18. Confidentiality .....	25
19. Security .....	25
20. Mobile Telephones .....	25
21. Internet – Acceptable Use Policy .....	25
22. Training and Education .....	26
23. Dress and appearance .....	26
24. Whistle-Blowing.....	26
25. Bribery .....	26
26. Social Media .....	28
27. Disciplinary .....	30
28. Grievance.....	33
29. Changes to terms and conditions and policy .....	34
30. Leaving the company.....	34

## 1. About Salford Professional Development

Salford professional Development was launched as a standalone training company back in 2012. The company has now expanded into a training and conference business, temporary recruitment business and has an ambitious growth plan for the future.

The company was recognised as one of Greater Manchester's Fastest Growing Companies of the Year in 2017.

In Salford Professional Development, staff are key to our company objectives. We strive to ensure that staff have the information, tools and opportunities in order to progress their career with us.

This handbook is for all Salford Professional Development staff. The handbook outlines policies and procedures that you need to be aware of as an employee of the company.

It is recommended that you read this handbook when you start your employment and refer to it from time to time when required.

Should you have any queries with any of this information, or require any further information, please speak to your Line Manager who will be happy to help.

## 2. Equal Opportunities

The company is committed to providing equal opportunities in employment and to avoiding unlawful discrimination. No job applicant or employee will be treated less favourably on the grounds of:

- Gender (including sex, marriage, gender re-assignment)
- Race (including ethnic origin, colour, nationality and national origin)
- Disability
- Sexual orientation
- Religion or belief
- Pregnancy or maternity
- Gender reassignment
- Marital status
- Age

We aim to promote equal opportunities and eliminate discrimination and harassment through the following:

- Opposing all forms of unlawful and unfair discrimination.
- By treating all staff fairly and with respect
- All vacancies being advertised internally and externally
- Selection for employment, promotion, training or any other benefit will be on the basis of aptitude and ability only. All selection/rejection decisions will be recorded.
- You all have a legal and moral obligation not to discriminate and have a duty to report incidents of discrimination against any individual or group of individuals to your manager as the overall person with responsibility for the policy.

### Discrimination

- Direct discrimination is where a person is treated less favourably than another because of a 'protected characteristic'. An example of direct discrimination would be refusing to employ a woman because she is pregnant.

- Indirect discrimination can occur where there is no intention to discriminate but where a practice is operated which places a person with a protected characteristic at a disadvantage.

We prohibit all such forms of discrimination, victimisation or harassment. This includes both direct and indirect discrimination.

If you have any concerns about discrimination you should speak to your Line Manager in the first instance.

### **Our Commitment**

- To create an environment in which individual differences and the contributions of you all are recognised and valued.
- You all are entitled to be part of an environment that promotes dignity and respect to all. No form of intimidation, bullying or harassment will be tolerated.
- Training, development and progression opportunities are available to all.
- The policy will be monitored and reviewed regularly.

Breaches of our equal opportunities policy will be regarded as misconduct up to and including gross misconduct and could lead to disciplinary proceedings.

### **Harassment and Discrimination**

All employees have a legal and moral right not to be subject to harassment and we intend to ensure that you all can work in an environment free from offence, intimidation, hostility and humiliation. We do not wish for any of our employees to go through this and we encourage you to approach us if this is the case.

We prohibit all forms of harassment on the grounds of:

- Gender (including sex, marriage, gender re-assignment)
- Race (including ethnic origin, colour, nationality and national origin)
- Disability
- Sexual orientation
- Religion or belief (or lack of)
- Marriage/civil partnership
- Pregnancy/maternity
- Age

Harassment and discrimination is unwanted conduct that creates an intimidating, hostile, humiliating or offensive environment. The Company will deal with any such complaints confidentially and sensitively.

### **The Informal Stage**

This stage is appropriate where you simply want the behaviour to stop and do not want to take any further action. You can seek to resolve matters informally by: -

- Approaching the alleged harasser directly, and asking that the behaviour stops. This can be done verbally or in writing
- Approaching the alleged harasser with the support of a supervisor or manager, trade union representative or work colleague

We assure you that:-

- All reported incidents of harassment will be monitored and in the event of any patterns emerging management may wish to initiate its own formal investigation and take action where this proves to be necessary.

- A written record of the action taken will be made to assist with any formal proceedings, which may arise if the behaviour does not stop. Failure to maintain such a record will not prevent proceedings at the formal stage.

### **Making a Formal Complaint**

If the behaviour continues or if it is not appropriate to resolve the problem informally, it should be raised through the formal complaints procedure:-

- Your manager will have overall responsibility for harassment complaints. Individuals may raise complaints with this Manager or if appropriate, another member of the management team.
- You should raise complaints as soon as possible following an act of alleged harassment or discrimination so that the matter can be dealt swiftly.
- While it is preferable that a complaint should be made in writing to the Manager (or any other Manager as appropriate) this will not preclude the investigation of a complaint made verbally.
- The Manager will acknowledge receipt of the complaint and arrange to meet you within 5 working days.

### **Clarifying the Complaint**

The Manager will meet you to:

- Clarify and informally record the nature of the complaint and that it is being handled under the formal procedure
- Ensure that you are aware of the next stage of the procedure.

We may extend the right to be accompanied at this meeting by a trade union representative or work colleague.

Where a case of serious harassment has been alleged, consideration will be given to precautionary suspension of the alleged harasser to enable investigations to proceed. An individual who is going to be suspended will be advised of this at a meeting with the Manager concerned.

In other cases of alleged harassment, the Manager will take appropriate action to avoid unnecessary contact between the Complainant and Alleged Harasser.

### **Investigation**

The Manager will meet with the alleged harasser to: -

- Outline the nature of the complaint.
- Confirm that it is being handled under the formal procedure
- Ensure that the individual is aware of the next stages of the procedure.
- Consider suspension and communicate this if appropriate.
- Take the alleged harasser's version of events at this juncture if it is appropriate in the circumstances.

The Manager will meet again with you and consider both what they have to say and any other related matter. We may extend the right to be represented by his/her trade union representative or work colleague if appropriate.

The Manager will then meet the alleged harasser and hear what he/she has to say about the alleged incident if the Manager has not yet already taken his/her version of events. The alleged harasser may be given the right to be represented by his/her trade union representative or work colleague if appropriate.

The Manager will then meet any other person who may assist with the investigation. Each individual will be asked to outline what happened and if appropriate, provide a statement.

## The Outcome

Having obtained all the information possible, the Manager will consider whether your complaint is sustained.

The Manager will then prepare a written report outlining the facts, indicating his/her findings and whether a case of harassment or discrimination is substantiated. If so, the Manager will consider whether:

- To initiate the Company's agreed disciplinary procedure against any party as appropriate; or
- To take no further action or to take any other appropriate management action e.g. the provision of training or counselling.
- To consider whether mediation would be an appropriate way to attempt to resolve the issue between the parties.

Having made a decision, this will be communicated to you and the person against whom the complaint was made, subject to the duties of confidentiality. Every effort will be made to have completed the procedure without undue delay.

### Action following complaint:

- Should the Alleged Harasser remain in employment with us, consideration may be given to the transfer of one of the employees concerned where it is reasonably practicable to do so. In any event, every effort will be made to avoid unnecessary contact between the parties.
- Counselling will be offered to the person who has been harassed and to the harasser. This will be provided by a trained member of staff or by an external provider.
- The Manager will meet with you on a regular basis to offer support and to ensure that no harassment or victimisation has occurred.
- The Manager of the harasser will be responsible for ensuring that the harasser is made fully aware of the Company's policies on equal opportunities and harassment or discrimination.

## 3. Pre-Employment Checks

Your employment is subject to you providing evidence of your right to work in the UK. If this evidence is not supplied or if the evidence you supply expires (such as a temporary visa), you will be suspended without pay and may be dismissed if you cannot supply the necessary evidence. Your employment offer may be subject to references and qualification checks. It is up to the employee to provide evidence of qualifications where required. Should these not be provided upon request then you will be suspended without pay and may be dismissed if you are unable to supply the necessary evidence.

## 4. Probationary Period

Your probationary period is as detailed in your contract of employment. The probationary period is the initial period of your time with us when we and you assess the suitability of our relationship.

Your Manager will monitor and regularly assess your performance, discussing any assessments with you. This review will cover any training you are receiving, your conduct, attitude and standard of work performance.

If the Manager has any concerns whatsoever, they will be discussed with you and the appropriate corrective action taken which may include further training, retraining, redirection and/or an extension of your probationary period or termination of your employment.

## 5. Expenses and financial policy

The company operates a separate policy for expenses and financial policy. Please refer to this. For any queries with expenses or financial regulations, please speak to your Line Manager

## 6. Performance Management

We try, as an organisation, to ensure that employees achieve an effective standard of performance. Individual employees are expected to meet their key objectives and demonstrate competent all-round performance. To assist employees to achieve their objectives, we will measure an employee's success against clear and realistic targets, and behavioural competencies, that are linked to our corporate goals and are relevant to the employee's job role. We are committed to training and development. We encourage employees to discuss their training needs with their line manager and create a personal development plan if desired. On occasion, however, an employee may need further help or counselling to assist them to perform effectively in the workplace. The aim of the capability procedure is to identify where employees are not performing their work to a reasonable standard and to explore the reasons for this.

When is an employee not performing effectively?

An employee is not performing effectively when they:

- fail to meet their key objectives,
- fail to demonstrate a competent all-round performance
- fail to demonstrate the behavioural competencies required for their role
- fail to follow agreed policies or procedures, e.g. finance regulations
- prevent other employees from doing their work adequately due to their performance

### Monthly one to ones

All employees will receive a monthly one to one with their Line Manager in addition to ongoing training, coaching and development. The purpose of the one to one is to discuss objectives and Key Performance Indicators (KPIs). Should any employee fail to meet specified objectives on KPIs and a suitable resolution cannot be reached, then the manager may invoke the performance management. The process is as follows

### Performance Improvement Plan (PIP)

If a satisfactory level of improvement is not reached by the employee, the line manager should have an informal performance meeting with the employee and a short-term performance improvement plan (PIP) will be drawn up and agreed with the aim of improving the employee's performance to enable the employee to perform to their potential and maximise their contribution to the delivery of the Company aims and objectives.

The PIP should detail short-term improvement targets to be met by a set date and outline any training and support that is required. The Manager will write to the employee following this meeting and provide a copy of the PIP and advise that, if there is no improvement in their performance, the formal capability process will be pursued. All targets should then be reviewed on an ongoing basis subject to what is deemed appropriate for the role. At every review the employee will receive a clear indication of progress made and/or further progress required. The process above will have a maximum time frame of 6 months.

### Review of performance against PIP

When the deadline is reached, the employee will be invited to a meeting to review their performance against the PIP. Where an employee has demonstrated that they have achieved their targets, no further action may be required. Where an employee's performance does not improve by the deadline, it may be necessary for the line manager to invoke the capability procedure. In these circumstances, line managers will seek the assistance of a Senior Manager or a Director. Save for serious cases of gross negligence, or in any case involving an employee who has not yet completed their probationary period, the formal capability process will only be implemented where informal performance discussions and the PIP fail to bring about the desired improvement. Where employees have questions or concerns regarding this process they will be encouraged to speak to their line manager.

## **Time Limits**

Time limits are specified for the operation of each stage of the procedure. The Company will endeavour to comply with the specified time limit although this is not always possible. The Company shall ensure that if the time limit is not met that no unreasonable delay is incurred and that the employee is kept updated. In all cases, it is open to management to agree that the time limits should be extended.

## **The Capability Procedure Stage 1 – Formal Capability Meeting**

- Where an employee fails to demonstrate that they are performing effectively, their line manager will invite them by letter to attend a formal meeting to discuss their performance at a specified time and date. The letter will detail specifics of where the employee has under-performed, and remind the employee that they can choose to be accompanied to the hearing by a union representative or work colleague. The meeting will be chaired by the line manager and a witness/administrator will also be present to take minutes.
- The employee will be given at least three working days' notice of any formal capability meeting and will be asked to submit any relevant paperwork, to be referred to at the meeting, at least a day in advance of the hearing. The line manager will provide any relevant paperwork to the employee, at least 2 days in advance of the hearing. Where an employee, or their representative, is unable to attend, the employee can request that the hearing is re-scheduled within a reasonable period of time.
- The aim of the formal capability meeting will be to:
  - a. identify the causes of the poor performance and determine what further actions can be taken, e.g. training, support or reallocation of work
  - b. clearly explain the shortfall between the employee's performance and the required standard with reference to the employee's job description, personal objectives and behavioural competencies
  - c. obtain the employee's commitment to reaching an effective standard through the completion of a performance improvement plan (see below)
  - d. Set a period of time for the employee to reach an effective standard, and agree a monitoring system.
  - e. issue the employee with a first written warning, and warn the employee that their employment may be at risk if their performance does not improve
- The meeting will be formally recorded.

At the end of the review period the employee will be informed if their performance has improved and has reached an effective standard. This will be confirmed in writing by the line manager. If the employee's performance is unsatisfactory, the employee will be given a first written warning, setting out:

- The areas in which they have not met the required performance standards.
- Targets for improvement.
- Any measures, such as additional training or supervision, which will be taken with a view to improving performance.
- A period for review.
- The consequences of failing to improve within the review period, or of further unsatisfactory performance.

If an employee continues to under-perform, as demonstrated by their failure to successfully complete the standards set out within the first written warning and their performance improvement plan, they will enter the second stage of the capability procedure.

## **Stage 2 – Second Formal Capability Meeting**

- Where an employee fails to demonstrate that they are working effectively following the first capability meeting and the period of time agreed for improvement, the line manager will invite them by letter to attend

a formal meeting to discuss their performance at a specified time and date. The letter will illustrate where the employee has under-performed and remind the employee that they can choose to be accompanied to the hearing by a union representative or work colleague.

- The employee will be given at least three working days' notice of the formal capability meeting and will be asked to submit any relevant paperwork to be referred to at the meeting at least a day in advance of the hearing. Where an employee, or their representative is unable to attend, the employee can on one occasion request that the hearing is re-scheduled within a reasonable period.
- The employee will be informed that there has been no improvement in their performance. The meeting will aim to:
  - A. identify the causes of the persistent poor performance and determine what further actions can be taken (training, retraining, support)
  - B. explain the continuing shortfall between the employee's performance and the required standard with reference to the employee's job description, personal objectives and behavioural competencies
  - C. obtain the employees commitment to reaching an effective standard through the completion of a performance improvement plan
  - D. set a period of time (usually one month) for the employee to reach an effective standard, and agree a monitoring system
  - E. issue the employee with a final written warning, and warn the employee in writing that if their performance does not improve their contract of employment may be terminated.
- The meeting will be formally recorded and attended by the manager and an administrator/witness to take minutes.

### **Stage 3 – Dismissal or redeployment**

A Stage 3 capability hearing will be held if there is reason to believe:

- The employee's performance has not improved sufficiently within the review period set out in a final written warning;
- The employee's performance is unsatisfactory while a final written warning is still active; or
- The employee's performance has been grossly negligent such as to warrant dismissal without the need for a final written warning.

The employee will be invited by letter to a final capability meeting, with their line manager and a Director. The employee can choose to be accompanied to this meeting by a union representative or work colleague and this will be outlined in the letter.

- If the employee has demonstrated that their performance has improved, the manager must formally tell the employee that their performance has reached the necessary standards and if they sustain their performance no further action will be taken. This will be confirmed in writing by the line manager
- If no improvement has been made the employee will be asked to give his or her views on the situation and all evidence will be considered before a final decision is taken by the line manager

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

- Dismissing you.
- Redeploying you into another suitable job at the same or a lower grade.
- Extending an active final written warning and setting a further review period (in exceptional cases where we believe a substantial improvement is likely within the review period).

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

Wherever possible, the individual will be given notification of their dismissal both in person (although there may be extenuating circumstances which prevent this) and in writing. The employee has the right to be accompanied to this meeting by a work colleague or union representative. The meeting will be formally recorded, and attended by a Director. It is the responsibility of the employer to meet with and write to the employee, stating the reasons for dismissal and giving the opportunity to appeal the decision. See below for the appeals process.

### **Appeals Process**

After each of the four stages of the capability procedure, the employee will have the right to appeal against the decision.

- An employee who wishes to appeal against a capability decision must formally contact their line manager in writing within five working days of the decision. The Company would request that an employee submits an appeal in writing clearly stating the reasons for the appeal.
- A Senior Manager or Director who was not involved in the original decision will hear the appeal and decide the case.
- The employee will be informed in writing of the decision and this decision will be final.
- Following the appeal hearing we may:
  - confirm the original decision;
  - revoke the original decision; or
  - substitute a different penalty.
- Where the decision is revoked and the dismissal overturned, they can return to their post with no loss of salary, continuity of service or benefits.

## **7. Holidays**

The holiday year runs from the 1st August to the 31st July of each calendar year. You may not carry over holiday entitlement from one year to the next year except where you have agreed this with your manager in advance and this has been confirmed in writing.

We reserve the right to refuse holidays when this is necessary for the business. You should therefore ensure that all holidays are agreed with us before being booked as we can accept no liability for any loss caused by not obtaining prior authorisation. Taking holiday that has been refused may result in disciplinary action which, depending on the circumstances, may amount to gross misconduct. No more than 2 weeks holiday entitlement may be taken at any one time except in exceptional circumstances. The company operates a shutdown over the Christmas period, we expect employees to use three days annual leave during this period. Reasonable notice will be given prior to the shutdown with the exact dates.

Where a recognised public holiday falls on a Saturday or a Sunday, alternative dates will be substituted for these. You will be advised of these as early as possible. If you have an unscheduled absence from work on days either immediately preceding or following a public bank holidays, payment for those public holidays will be entirely subject to the our discretion. If for whatever reason the government moves a statutory holiday resulting in a change to the date a statutory holiday falls or provides for additional bank holidays, we have absolute discretion in respect of those days in terms of increased holiday entitlement or increased pay.

On termination of employment, holiday entitlement will be calculated in accordance with statutory requirements. If you already taken holidays which have not been accrued, any excess holiday paid for will be deducted from your final salary.

## 8. Sickness Absence

There will be times when you are too ill to attend or you are required to care for others and therefore this policy has been designed to safeguard the business in those times whilst giving you a clear path of what to do if the unforeseeable happens. All employees are expected to follow and comply with this procedure when absent for any reason and not just sickness. For example, if there is a flood and you cannot attend work you will still be expected to contact us.

### **Notification of Absence**

If you are unable to attend work for any reason whatsoever you must inform your Manager no later than 2 hours before the start of your shift on the first day of absence as to the reason for absence and, if possible, to notify the date when you hope to return to work. If you are late in notifying of your absence or fail to notify the company at all you may lose all or part of your sick pay (if off for sickness and injury reasons) and in addition this may render you subject to disciplinary action. Unauthorised absence will not be paid in any circumstances. If you are absent for more than one day, you are expected to contact your Manager on each day not later than 1 hour before the start of your shift with further information regarding your absence and the expected date of return.

### **Sickness/Injury/Incapacity to Work**

You may be entitled to Statutory Sick Pay (SSP) during any unavoidable absence through sickness or accident provided you follow the notification and certification procedure for SSP as detailed below. SSP rates and requirement change from time-to-time. Speak to your Manager if you have any questions or concerns on your entitlement to SSP or how it works.

In addition to Statutory sick pay (SSP) the company will pay you full pay for the first 3 days of your first absence in any rolling year period. Once you have utilized this 3 day entitlement there will be no further entitlement on your next period of absence. Your entitlement will be reset after a 52 week rolling period from the date of the first absence.

Doctors' certificates are no longer issued for short-term illness. If you are ill for seven days or less you should on your return report to your Manager and explain in full the reasons for your absence. You will be required to complete a self-certification form.

If sickness absence continues for eight days or more you should obtain a medical certificate from your doctor and forward it without delay to us. Further certificates should be submitted when they are issued.

You are required to make regular telephone contact with your Manager to give up to date information regarding your state of health, treatment plan and anticipated return. This is in addition to the timely submission of medical certificates for sick pay purposes as required above. Upon your return to work you will be required to complete a self-certification form and submit this to your Manager. Failure to comply with this rule will automatically render you ineligible for any sick pay and may result in disciplinary action. We reserve the right to require medical certificates to be submitted at more frequent intervals.

Where you are absent from work because of an injury caused by a third party any sick pay paid to you by way of a loan must be repaid from the damages you recover from the third party where such damages are paid by order of any Court or settlement of the action.

### **Medical Examination**

We may have to ask you to discuss your absence, or absences, with an Occupational Health specialist. This will be provided by us and we expect you to co-operate.

### **Return to Work Meetings**

You will be required to attend a return to work meeting to discuss the absence, the reasons and steps moving forward. Action may be taken under the Absence Management Policy detailed below and you will be notified of any possible action during the return to work meetings should you exceed the acceptable number of absences in any period.

## **Absenteeism**

Absence for any reasons other than authorised holiday leave (with or without pay) or sickness absence will be treated as unauthorised absence by the Company and may result in disciplinary action and non-payment of salary for the period of unauthorised absence except in exceptional circumstances.

### **Absence beyond your or our control**

There may be times that you are unable to attend work as the result of something beyond the control of either you or us e.g. adverse weather conditions, transport strike, car breakdown, terrorist event etc. Although we will support your attendance at work during these incidents, such absences are not authorised and are unpaid. At our discretion the time may be taken as annual leave or unpaid leave and we will work with you to determine a reasonable outcome.

### **Absence Management**

Absence is monitored by the Bradford Factor.

The system works as follows:

- The formula  $S \times S \times D$  is used to calculate the absence points for an employee.
- S equals the number of spells of absence in the last 52 weeks.
- D equals the number of shifts of absence in the last 52 weeks.

If an employee's score is more than 25 points then the employee will be invited to an investigatory meeting to discuss their absence level. Following this meeting it may be decided that the employee is to be invited to a disciplinary meeting for unacceptable absence, or that the employee is given recommendations on how to lower their absence level. Of course, throughout the process the company will do what it can to support the employee in achieving an acceptable level of absence.

### **Disciplinary Action - absence**

Frequent absence is considered by us to be misconduct. Linking this system to the disciplinary procedure, the first stage will always be counselling. Then subsequent instances may be followed by a verbal warning, first written warning, final written warning, and ultimately dismissal. It is possible to enter the disciplinary procedure at any level depending on the extent of absence and whether or not you have other active warnings on file. The procedure will be:

Counselling for first instance of absence.

50 – 124 points	-	verbal warning
125 – 399 points	-	first written warning
400 – 649 points	-	final written warning
650 and over	-	termination of contract

Where you have other active warnings on file, the reaching of one trigger point may result in a greater sanction than listed above. The above demonstrates what may happen where you have a clear disciplinary record.

The company will always carry out a thorough investigation into each case with the employee and some absences, such as pregnancy related sickness, will be treated as mitigating and removed from the calculation.

Disciplinary action will be handled in accordance with our disciplinary policy.

All absences should be counted over a 52 week rolling period from the date of the first absence. The system allows an employee to recover a "clean" record. The points are calculated on a 52 week rolling period, so points accumulated before this, and actions taken regarding these points are wiped from the employee's record.

## **Medical Treatment**

Appointments for visiting the Hospital, Doctor, Dentist or other medical professional should be made outside working hours where this is possible. Where an appointment can only be made within working hours, permission in advance must be obtained from your manager. In respect of appointments which occur during working hours, the time taken to attend such appointments will be unpaid.

## **9. Maternity**

You should notify us as soon as possible after you are aware of your pregnancy, so that our requirements may be considered and you are made fully aware of the procedures you should follow to obtain the benefits provided. We are keen to provide a safe place to work for all our employees and therefore early notification of pregnancy is desirable so we can ensure that you and your unborn child are safe.

### **Antenatal Care**

You are entitled to paid time off to keep appointments for antenatal care on the advice of the midwife. Appointments should be made outside normal working hours whenever possible. You may be asked to provide evidence of your antenatal care appointments.

### **Annual Leave**

You are encouraged to use up your pro-rata leave entitlement (earned up to your maternity leave) prior to going on maternity leave. You will be expected to take outstanding leave in the current leave year when you return to work.

### **Starting Maternity Leave**

You can choose to start your maternity leave and maternity pay period at any time, provided it is not before the 11th week before the EWC (Expected week of childbirth - the week your baby is due). The latest leave can be taken is the day the baby is born.

### **Notification Requirements**

You are required to inform your manager of your intention to take maternity leave at least 14 weeks before the EWC. You can change your mind about the date on which you want your leave to start providing you inform the Company at least 28 days in advance (unless this is not reasonably practicable). Regardless of your length of service, you will be entitled to 26 weeks' Ordinary Maternity Leave (OML) and 26 weeks' Additional Maternity Leave (AML).

**Keeping In Touch Days** Together, we (being you and us) can mutually agree up to 10 'Keeping in Touch' days during a period of maternity or adoption leave. During these days, you may attend work, undertake training or keep in touch with work developments through other means without bringing the period of maternity or adoption leave to an end. Either your manager or you can suggest the use of this option but it must be agreed by the department manager. You will receive contractual pay for any work done during KIT days. However, this will be made up of SMP which will then be increased to the rate of your full contractual pay with an additional 'top-up' payment.

### **Sickness Trigger**

Your maternity leave will start automatically if you are absent from work for a pregnancy-related illness during the four weeks before the start of your EWC.

### **Statutory Maternity Pay**

To qualify for SMP you need to fulfil all four of the following:

- Be employed in the 15th week before the baby is due
- Have 26 weeks' continuous service at the 15th week

- Have average earnings of not less than the lower earnings limit
- Stop work because of pregnancy.

For the first 6 weeks payment will be made at a rate of 90% of average weekly earnings. For the remaining 33 weeks it will be paid at the statutory rate (please refer to your manager for further details) or lower if you earn less than this. We inform you of your specific entitlements.

Pregnant employees who have been continuously employed by the company for a minimum of 26 weeks as at the 15th week before the expected week of childbirth are entitled to Occupational Maternity Pay.

This entitlement amounts to 6 weeks leave on full pay inclusive of Statutory Maternity pay or Maternity Allowance if they are entitled to it. For the remaining 33 weeks it will be paid at the statutory rate.

### **Early Return**

It will be assumed that you will return to work at the end of your maternity leave period. If you want to return to work before this date you must give the Company at least 8 weeks' notice. If you fail to provide this notice the Company can postpone the date of your return until the end of an 8 week notice period or the end of your maternity leave, whichever date is sooner.

You will continue to benefit from all the normal terms and conditions of your contract of employment with the exception of pay during the period of AML including cars, health care, pensions etc. if you are entitled to these.

### **Return to Work**

If you only take OML, you are entitled to return to the same job. If you take OML and AML or AML with a period of parental leave of more than four weeks, and it is not practicable for you to return to the same job, you will be offered a suitable alternative position on no less favourable terms and conditions. If you are unable to return to work for medical reasons, you should submit a medical certificate. You will transfer from maternity leave to sick leave. If you simply fail to return to work, this will be classed as unauthorised absence and may lead to disciplinary action.

## **10. Paternity**

The right to paternity leave is set out in The Children and Families Act 2014. This right applies to certain employees and agency workers who are in a "qualifying relationship" with a pregnant woman. Those in a qualifying relationship have the statutory right to take time off to attend antenatal appointments. This right applies from day one of employment, i.e., no continuous period of employment is required. Employees and agency workers who are considered to be in a qualifying relationship for the purposes of this statutory right includes:

- A pregnant woman's husband, partner or civil partner (if she is in a same-sex relationship)
- The father of the child
- The parent of the child; and
- Intended parents in a surrogacy situation who meet specified conditions.
- in the case of a child who is being adopted: the spouse, civil partner or cohabitant of the adopting mother (or sole male adopter of the child) or the spouse chosen by that couple to be the "relevant parent" in circumstances involving joint adoption by a same-sex married couple

Those who qualify for time off only have the right to attend two antenatal appointments which do not exceed more than 6 ½ hours each. The appointment must have been made on the advice of the registered medical practitioner, midwife or nurse.

During their Ordinary Paternity Leave, most employees will be entitled to Statutory Paternity Pay (SPP) from the company.

SPP is paid at the standard rate (currently £138.18) or 90% of average weekly earnings if this is less than £138.18 for the duration of the paternity leave.

\* Employees who do not qualify for SPP may be entitled to Income Support while on Ordinary Paternity Leave or additional financial support. Further information is available from Jobcentre Plus offices or Social Security offices.

If an employee takes one week's Ordinary Paternity Leave, subject to twelve months' continuous service with the company at the time of birth of the child the employee will receive one week's full pay (inclusive of SPP).

If an employee takes two weeks' Ordinary Paternity Leave, subject to twelve months' continuous service with the company at the time of birth of the child the employee will receive one week's full pay (inclusive of SPP) and one week's SPP only.

### **Notification to employer**

Employees are required to notify their employers in writing of their intention to take Paternity Leave as soon as reasonably practicable but not later than 4 weeks before the expected week of confinement or placement for adoption. Where the date of confinement is early, the employee is required to provide written notification within 7 days of the date of actual confinement. In addition, the Act requires the employee to state the length of leave that s/he intends to take.

At the time of the notification or as soon as reasonably practicable, the employee should provide the following to his/her employer:

1. a statement signed by a registered medical practitioner confirming (a) the pregnancy of the expectant mother concerned and (b) specifying the expected week of confinement of the expectant mother concerned
2. Where the expectant mother is an employee, then the employee only has to supply a copy of the medical certificate (or MAT B1 certificate).

## **11. Adoption Leave**

You should notify us as soon as possible after you are aware of your adoption match, so that our requirements may be considered and you are made fully aware of the procedures you should follow to obtain the benefits provided. Adoption leave can begin from the actual date of the child's placement or from a fixed date which can be up to 14 days before the expected date for placement.

### **Notification Requirements**

You are required to inform your manager of your intention to take adoption leave no later than 7 days after being notified of having been matched with the child. You can change your mind about the date on which you want your leave to start providing you inform the Company at least 28 days in advance (unless this is not reasonably practicable). Failure to follow procedures may affect your right to adoption pay and leave.

In order to be entitled to adoption leave, you must have been continuously employed with the Company for at least 26 weeks ending with the week in which they are notified of being matched with a child. Confirmation of the placement should also be made to the agency by us, confirming the expected date of placement.

### **Keeping in Touch Days**

Together, we (being you and us) can mutually agree up to 10 'Keeping in Touch' days during a period of adoption leave. During these days, you may attend work, undertake training or keep in touch with work developments through other means without bringing the period of adoption leave to an end. Either your manager or you can suggest the use of this option but it must be agreed by the head of the department. You will receive contractual pay for any work done during KIT days. However, this will be made up of SMP which will then be increased to the rate of your full contractual pay with an additional 'top-up' payment.

Statutory Adoption Pay (SAP) to qualify for SAP you need to:

- Be continuously employed for at least 26 weeks ending with the week in which they are notified of being matched with a child
- Notified the agency that you agree to the child being placed with them on the expected date of placement
- Have average earning of not less than the lower earnings limit

Statutory Adoption Pay (SAP) runs for a maximum of 39 weeks. For the first 6 weeks it will be paid at a rate of 90% of average weekly earnings. For the remaining 33 weeks it will be paid at the statutory minimum rate (please refer to your manager for further details) or lower if you earn less than this – we inform you of your specific entitlements.

### **Early Return**

It will be assumed that you will return to work at the end of your adoption leave (52 weeks). If you want to return to work before this date, then you must give the Company 8 weeks' notice. If you fail to provide this notice the Company can postpone the date of your return until the end of an 8 weeks period or the end of your adoption leave, whichever date is sooner.

### **Terms and Conditions during Leave**

During adoption leave your contract of employment remains in force. All terms and conditions continue with the exceptions of wages, salary and other remuneration. You will continue to benefit from all the normal terms and conditions of your contract of employment with the exception of pay during additional adoption leave including pensions, health-care and car, if applicable.

### **Rights to Return to Work**

You are entitled to return to work following ordinary adoption leave to the same position you held before commencing leave. You are entitled to return to work following additional adoption leave to the same position you held before commencing leave unless this is not reasonably practical, in which case it will be a return to the most suitable employment. Eight weeks' notice of your intention to return is required unless you intend to take the full 52 weeks or ordinary and additional leave, in which case no notice is required and you will be expected to return when the leave ends.

## **12. Shared Parental Leave**

Shared Parental Leave enables eligible parents to choose how to share the care of their child during the first year of birth or adoption. Its purpose is to give parents more flexibility in considering how to best care for, and bond with, their child. All eligible employees have a statutory right to take Shared Parental Leave. There may also be an entitlement to some Shared Parental Pay. This policy sets out the statutory rights and responsibilities of employees who wish to take statutory Shared Parental Leave (SPL) and statutory Shared Parental Pay (ShPP) SPL can only be used by two people:

- The mother/adopter and
- a) the father of the child (in the case of birth) or the spouse, civil partner or partner of the child's mother/adopter.

Both parents must share the main responsibility for the care of the child at the time of the birth/placement for adoption. Additionally an employee seeking to take SPL must satisfy each of the following criteria:

- the mother/adopter of the child must be/have been entitled to statutory maternity/adoption leave or if not to statutory maternity/adoption leave they must be/have been entitled to statutory

Maternity/adoption pay or maternity allowance and must have ended or given notice to reduce any maternity/adoption entitlements;

- The employee must still be working for the organisation at the start of each period of SPL;

- the employee must pass the 'continuity test' requiring them to have a minimum of 26 weeks' service at the end of the 15th week before the child's expected due date/matching date;
- the employee's partner must meet the 'employment and earnings test' requiring them in the 66 weeks leading up to the child's expected due date/matching date have worked for at least 26 weeks and earned an average of at least £30 (this is correct as of 2015 but may change annually) a week in any 13 of those weeks;
- The employee must correctly notify the organisation of their entitlement and provide evidence as required.

Eligible employees may be entitled to take up to 50 weeks SPL during the child's first year in their family. The number of weeks available is calculated using the mother's/adopter's entitlement to maternity/adoption leave, which allows them to take up to 52 weeks' leave. If they reduce their maternity/adoption leave entitlement then they and/or their partner may opt-in to the SPL system and take any remaining weeks as SPL. A mother/adopter may reduce their entitlement to maternity/adoption leave by returning to work before the full entitlement of 52 weeks has been taken, or they may give notice to curtail their leave at a specified future date. If the mother/adopter is not entitled to maternity/adoption leave but is entitled to Statutory Maternity Pay (SMP), Statutory Adoption Pay (SAP) or Maternity Allowance (MA), they must reduce their entitlement to less than the 39 weeks. If they do this, their partner may be entitled to up to 50 weeks of SPL. This is calculated by deducting from 52 the number of weeks of SMP, SAP or MA taken by the mother/adopter. SPL can commence as follows:

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

Where a mother/adopter gives notice to curtail their maternity/adoption entitlement then the mother/adopter's partner can take leave while the mother/adopter is still using their maternity/adoption entitlements. SPL will generally commence on the employee's chosen start date specified in their leave booking notice, or in any subsequent variation notice (see "Booking Shared Parental Leave" and "Variations to arranged Shared Parental Leave" below). If the employee is eligible to receive it, Shared Parental Pay (ShPP) may be paid for some, or all, of the SPL period (see "Shared Parental Pay" below). SPL must end no later than one year after the birth/placement of the child. Any SPL not taken by the first birthday or first anniversary of placement for adoption is lost. An employee entitled and intending to take SPL must give their line manager notification of their entitlement and intention to take to SPL, at least eight weeks before they can take any period of SPL.

Part of the eligibility criteria requires the employee to provide the organisation with correct notification. Notification must be in writing and requires each of the following:

- The name of the employee;
- The name of the other parent;
- The start and end dates of any maternity/adoption leave or pay, or maternity allowance, taken in of the child and the total amount of SPL available;
- the date on which the child is expected to be born and the actual date of birth or, in the case of an adopted child, the date on which the employee was notified of having been matched with the child and the date of placement for adoption;
- The amount of SPL the employee and their partner each intend to take
- A non-binding indication of when the employee expects to take the leave The employee must provide the organisation with a signed declaration stating:
- That they meet, or will meet, the eligibility conditions and are entitled to take SPL;

- That the information they have given is accurate;
- If they are not the mother/adopter they must confirm that they are either the father of the child or the spouse, civil partner or partner of the mother/adopter;
- That should they cease to be eligible they will immediately inform the organisation.

The employee must provide the organisation with a signed declaration from their partner confirming:

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

The organisation may, within 14 days of the SPL entitlement notification being given, request:

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

In order to be entitled to SPL, the employee must produce this information within 14 days of the employer's request.

### **Booking Shared Parental Leave**

In addition to notifying the employer of entitlement to SPL/ShPP, an employee must also give notice to take the leave. In many cases, notice to take leave will be given at the same time as the notice of entitlement to SPL. The employee has the right to submit three notifications specifying leave periods they are intending to take. Each notification may contain either (a) a single period of weeks of leave; or (b) two or more weeks of discontinuous leave, where the employee intends to return to work between periods of leave. SPL can only be taken in complete weeks but may begin on any day of the week. For example if a week of SPL began on a Tuesday it would finish on a Monday. Where an employee returns to work between periods of SPL, the next period of SPL can start on any day of the week. The employee must book SPL by giving the correct notification at least eight weeks before the date on which they wish to start the leave and (if applicable) receive ShPP. A notification can be for a period of continuous leave, which means a notification of a number of weeks taken in a single unbroken period of leave (for example, six weeks in a row).

An employee has the right to take a continuous block of leave notified in a single notification, so long as it does not exceed the total number of weeks of SPL available to them (specified in the notice of entitlement) and the employer has been given at least eight weeks' notice. An employee may submit up to three separate notifications for continuous periods of leave.

A single notification may also contain a request for two or more periods of discontinuous leave, which means asking for a set number of weeks of leave over a period of time, with breaks between the leave where the employee returns

to work (for example, an arrangement where an employee will take six weeks of SPL and work every other week for a period of three months). Where there is concern over accommodating the notification, the organisation or the employee may seek to arrange a meeting to discuss the notification with a view to agreeing an arrangement that meets both the needs of the employee and the organisation (see "Discussions regarding Shared Parental Leave" above). The organisation will consider a discontinuous leave notification but has the right to refuse it. If the leave pattern is refused, the employee can either withdraw it within 15 days of giving it, or can take the leave in a single continuous block.

Once we receive the leave booking notice, it will be dealt with as soon as possible, but a response will be provided no later than the 14th day after the leave request was made. All notices for continuous leave will be confirmed in writing. All requests for discontinuous leave will be carefully considered, weighing up the potential benefits to the employee and to the organisation against any adverse impact to the business.

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

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

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

The employee is permitted to vary or cancel an agreed and booked period of SPL, provided that they advise the organisation in writing at least eight weeks before the date of any variation. Any new start date cannot be sooner than eight weeks from the date of the variation request.

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

### **Statutory Shared Parental Pay (ShPP)**

Eligible employees may be entitled to take up to 37 weeks ShPP while taking SPL. The amount of weeks available will depend on the amount by which the mother/adoption reduces their maternity/adoption pay period or maternity allowance period. ShPP may be payable during some or all of SPL, depending on the length and timing of the leave. In addition to meeting the eligibility requirements for SPL, an employee seeking to claim ShPP must further satisfy each of the following criteria:

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

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

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

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

It must be accompanied by a signed declaration from the employee's partner confirming:

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

Any ShPP due will be paid at a rate set by the Government for the relevant tax year. Terms and conditions during Shared Parental Leave

During the period of SPL, the employee's contract of employment continues in force and they are entitled to receive all their contractual benefits, except for salary. In particular, any benefits in kind (such as use of a company car, laptop, mobile phone and gym membership) will continue and contractual annual leave entitlement will continue to accrue. Pension contributions will continue to be made during any period when the employee is receiving ShPP but not during any period of unpaid SPL. Employee contributions will be based on actual pay, while the organisation's contributions will be based on the salary that the employee would have received had they not been taking SPL.

### **Shared Parental Leave in Touch days**

An employee can agree to work for the organisation (or attend training) for up to 20 days during SPL without bringing their period of SPL to an end or impacting on their right to claim ShPP for that week. These are known as "Shared Parental Leave in Touch" or "SPLIT" days. Any work carried out on a day or part of a day shall constitute a day's work for these purposes. The organisation has no right to require the employee to carry out any work, and is under no obligation to offer the employee any work, during the employee's SPL. Any work undertaken is a matter for agreement between the organisation and the employee. An employee taking a SPLIT day will receive full pay for any day worked. If a SPLIT day occurs during a week when the employee is receiving ShPP, this will be effectively 'topped up' so that the individual receives full pay for the day in question. Any SPLIT days worked do not extend the period of SPL. An employee, with the agreement of the organisation, may use SPLIT days to work part of a week during SPL. The organisation and the employee may use SPLIT days to effect a gradual return to work by the employee towards the end of a long period of SPL or to trial a possible flexible working pattern.

### **Returning to work after Shared Parental Leave**

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

If the employee wishes to return to work earlier than the expected return date, they may provide a written notice to vary the leave and must give the organisation at least eight weeks' notice of their date of early return. This will count as one of the employee's notifications. If they have already used their three notifications to book and/or vary leave then the organisation does not have to accept the notice to return early but may do if it is considered to be reasonably practicable to do so. On returning to work after SPL, the employee is entitled to return to the same job if the employee's aggregate total statutory maternity/paternity/adoption leave and SPL amounts to 26 weeks or less, he or she will return to the same job. The same job is the one they occupied immediately before commencing maternity/paternity/adoption leave and the most recent period of SPL, on the same terms and conditions of employment as if they had not been absent. If their maternity/paternity/adoption leave and SPL amounts to 26 weeks or more in aggregate, the employee is entitled to return to the same job they held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is both suitable and appropriate and on terms and conditions no less favourable. If the employee also takes a period of unpaid parental leave of 4 weeks or less this will have no effect on the employee's right to return and the employee will still be entitled to return to the same job as they occupied before taking the last period of leave if the aggregate weeks of maternity/paternity/adoption and SPL do not exceed 26 weeks.

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

### 13. Parental Leave

We understand the need to strike a work-life balance during the early stages of your child's life. We understand that you wish to spend as much time as possible with your children during their young years and therefore this policy is designed to ensure that you are aware of your full legal rights to strike this work-life balance. Once you have been employed for one year you will be eligible to qualify for parental leave.

The criteria are as follows:

1. You have a child under 18;
2. You have a disabled child under 18; or
3. You have an adopted child under 18

Additionally, you must either be a registered father or have parental responsibility for the child. If you meet one or more of the above criteria you will be eligible to take up to 18 weeks parental leave per child. The most amount of leave you can take in any one year is 4 weeks per child. Leave must be taken in blocks of whole weeks unless the child is disabled. In some circumstances, we may ask you to postpone leave for up to 6 months but we will not do so where the leave relates to the birth of a child or placement of an adoptive child. If we were to postpone your leave and the postponement takes the leave past the child's 18th birthday or past the 18th anniversary of the adoptive child's placement, you will still be able to take your leave at the end of the postponement period.

The leave must be intended to be used for the caring of the child; for example:

- Viewing schools
- Spending more time with them
- Accompanying children in hospital
- Arranging childcare

Should you fail to use the leave for these purposes, you may face disciplinary action which, depending on the circumstances, may amount to gross misconduct.

You are obliged to give us 21 days' notice of your intention to take parental leave either orally or in writing and you must specify when the leave is to begin and when the leave is to end. When the leave relates to the birth of a child

or placement of an adoptive child, notice must be given at least 21 days before the beginning of the week the baby or placement is due. When it is not possible to give 21 days' notice you must give as much notice as possible. However, this will be very rare as it usually possible to give notice. Where we wish to postpone your taking of leave, we will give you notice of this within 7 days of your notice being received.

The leave is unpaid. There is no entitlement to be paid during this leave. We can, if we choose to do so, request that you supply us with evidence of your entitlement. You may be asked to supply any of the following:

1. Child's birth certificate
2. Child's medical evidence of disability
3. Evidence of the date of placement
4. Evidence of your parental responsibility
5. Evidence of you being a registered father

Should you fail to comply with our evidence request or supply false evidence, you may face disciplinary action which, depending on the circumstances, may amount to gross misconduct.

Where you take 1-3 weeks leave, you can expect to return to your previous role. Where you take 4 or more weeks, or should the leave be less than that but immediately followed a period of additional maternity leave or additional adoption leave, you have the right to return to your previous job unless it is not reasonably practicable but you will be offered a new role. Should you fail to return to work on the expiry of your parental leave, the leave will be unauthorised and unpaid and you may face disciplinary action which, depending on the circumstances, may amount to gross misconduct.

## 14. Family Emergencies

There will be times that you are need to leave work or not attend due to family emergencies where you need to provide urgent care or in consequence of the death of a family member. We will ensure that you receive reasonable time off in these circumstances to arrange for the appropriate care, provide the appropriate care or arrange matters. Where such an emergency situation arises, you should contact your manager as soon as possible. Any leave based on emergency circumstances should be for as short a time as possible to ensure that you qualify for the exercise of this right. The leave is unpaid and if the reasons are not to provide urgent care or in consequence of the death of a family member or should you take too long in the circumstances, you may face disciplinary action which, depending on the circumstances, may amount to gross misconduct.

## 15. Flexible Working

We understand the need to strike a work-life balance due to responsibilities you may have at home. We understand that often it is extremely stressful trying to juggle all of these commitments and therefore this policy is designed to ensure you are aware of your full legal rights to help you find this work life balance.

Employees have the statutory right to make a request to adopt flexible working arrangements subject to the qualification criteria below.

What Is Flexible Working?

A flexible working request is a request by an employee to change one or more of the following:

- Different start times
- Different end times
- Different breaks
- Flexi-time
- Different days to what they currently do

- Any combination of the above

### **Criteria**

To be eligible for such a request you must have been continuously employed for at least 26 weeks at the date of making the request and have not made another application to work flexibly in the past 12 months. If you do not fulfil both of these requirements, you are not eligible to make an application or request flexible working.

To make a flexible working application you must do so in writing stating:

- That the application is being made under the statutory right to request a flexible working pattern;
- The flexible working pattern you are applying for and the date upon which you would like it to be effective from;
- What effect, if any, you think the proposed change will have on us and how, in your opinion, any such effect may be dealt with
- Whether a previous application has been made to us and, if so when it was made.

### **Consideration of the Application**

We have a legal obligation to consider any flexible working request. On receiving your application we will hold a meeting with you to discuss the application. You will be offered the right to be accompanied at this meeting by either a trade union representative or work colleague. We will ensure that you have advance notice of the meeting so that you can properly prepare the details of your request. Usually, 48 hours advance notice will be given.

After the meeting we will investigate your application to see if it can be accommodated. Investigation will usually include some of the following:

1. Checking over timetables, diaries and appointment books
2. Speaking with other employees to see if they are willing or happy to take on any additional hours
3. Checking the Job Description and Lists of Duties
4. Conducting an analysis of peaks and troughs in the workload

### **Outcome**

Once the meeting has been held we will then notify you of the outcome in writing within 14 days. If we accept the application, both parties will need to discuss what arrangements will need to be made for when the working pattern is changed. Any agreement is permanent.

Should we decline the request we will ensure that it is only refused on the grounds of a clear business reason:

- Burden of additional costs
- Detrimental effect on ability to meet customer demand
- Inability to re-organise work among existing staff
- Inability to recruit additional staff
- Detrimental impact on quality
- Detrimental impact on performance
- Insufficiency of work during the work period proposed
- Planned structural changes

We will provide a full written explanation of the reason why we have refused your application. We will try, wherever possible and available, to offer you alternative hours than those requested or alternative roles in case these would be of interest to you and help strike the work-life balance.

### **Appeal**

You will also have the right of appeal against a rejected application. You have 14 days to exercise their right of appeal in writing after the date of notification of our decision. If an appeal is made, we will arrange an appeal meeting. Again a trade union representative or work colleague may accompany you at the appeal meeting. Following the appeal meeting we will inform you in writing of the outcome of the appeal within 14 days.

## **16. Jury service**

Members of staff who are called for jury service will receive a 'Certificate of Loss of Earnings' from the court prior to the start date and this should be given to the HR Manager or the Head of Finance. The employee will be sent a 'Jury Service Salary Deduction' form for completion, which must be returned to the Payroll Section promptly. Upon receipt of this form, the Payroll Section will return the completed Certificate of Loss of Earnings to the employee and this should be taken to the court on the first day of jury service.

Following completion of the jury service, the court will pay the employee for his/her 'loss of earnings' (and any subsistence/travelling expenses) either by BACS or cheque and will forward a remittance advice to the employee. Once payment has been received by the employee, he/she should forward the remittance advice to the Payroll Section and the amount paid for 'loss of earnings' only (i.e. not subsistence/travelling expenses) will be deducted from the employee's next salary payment.

The Payroll Section maintains a record of staff attending jury service, and, if necessary, will contact the employee if the remittance advice is not submitted within one month of the completion of the jury service.

## **17. Health and Safety at Work**

You are required to comply with our health and safety rules. Failure to comply with such rules may lead to dismissal. We place paramount importance on health and safety and welfare of all our employees at work. You are further required to take such steps as are reasonably practicable to ensure the health and safety of yourself and those affected by your work. Wilful breaches of the Health and Safety Policy will be dealt with through the disciplinary procedure and depending on the circumstances may amount to gross misconduct.

### **Accidents**

We are required to maintain a register of accidents whether major or minor. In the event of an accident on the premises you should report the accident to your Manager and it will be noted in the accident book. You should also acquaint yourself with the locations and contents of the nearest first aid box.

Staff should also acquaint themselves with the name and telephone numbers of the qualified first-aiders and ask to be seen for an initial first aid assessment if required.

### **Fire Precautions**

We would like to draw your attention to the fire regulations posted around our premises and you should acquaint yourself with these and with our fire precautions and procedures, a copy of which is available from your Manager.

### **Smoking**

All enclosed public places and work places are smoke free including our buildings. No smoking signs are displayed and must strictly be adhered to. Employees who use e-cigarettes are free to do so in their own time and outside of the premises on breaks as per our policy on smoking. In the interests of health and safety and buildings insurance, smoking (including e-cigarettes) is only allowed in designated areas of the premises. Any employee found smoking (including e-cigarettes) on our premises or outside of designated areas will be subject to disciplinary action which may result in your employment being terminated without notice or payment in lieu. If

you are excluded from any of the University sites for smoking (including e-cigarettes), such an act will be considered to have taken place on our premises and you will be subject to disciplinary action as if the smoking had taken place at our premises.

### **Alcohol, Drugs and Solvents Abuse**

Drugs and Alcohol can have a severe impact on you and your colleagues and therefore this policy has been designed to ensure that you are working in a healthy and safe environment, free from the risks caused by Drugs and Alcohol as we feel this is a fundamental right of your employment. Drugs and Alcohol impact on awareness, cohesion, reaction times and decision making. Being under the influence is dangerous and can cause serious injury to yourself, colleagues and third parties if you conduct your tasks with Alcohol or Drugs in your system even where you may feel that you are unaffected. This policy has been designed to ensure that you are aware of your rights and duties regarding Drugs and Alcohol when you are at work and this policy is designed to protect you, your colleagues and third parties.

Drug misuse is defined as any controlled drug under the Misuse of Drugs Act 1971 that is not possessed or used under the terms of a prescription and under advice from a Doctor, and the misuse of any drug obtained over the counter at a pharmacy, general retail medication or the use of any intoxicating substance that includes 'legal highs' and novel psychoactive substances.

If you misuse drugs during working hours or on our premises, or on the premises of our clients, you will be committing an act of gross misconduct and will thus render you likely to be summarily dismissed. The same will apply to you if it is believed you are in possession of, or buying or selling of any illegal drugs, during working hours or on our premises, in our vehicles or on the premises of our clients.

Where you are taking medication, whether prescribed or 'over-the-counter,' you must ensure that you read the instructions and notify your manager if there are any potential side-effects. You must also exercise your own judgment in the way you are feeling and if you believe that the medication will, or is, having any effect on your work or fitness for work in any way whatsoever.

We reserve the right to alter your tasks, role or duties whilst taking such medications. We also reserve the right to deny you access to company machines, equipment and vehicles or require you to carry your prescription at all times whilst using such medications.

### **Intoxicated Employees**

If alcohol or drugs intoxicate an employee during working hours or on our premises, or on the premises of our clients except where authorised, arrangements will be made for the employee to be escorted from the premises immediately and they may be requested to undertake a test (administered by our Employment Law partners, ELAS) for drugs, alcohol or both at the request of a manager.

By "intoxicate" we mean that any drug is found in your urine that is above the European Workplace Drug Testing Guidelines, that you have alcohol in your breath above 22 micrograms, that you have alcohol in your blood above 50 micrograms or that you have levels reported as positive from any UKAS accredited laboratory in any sample test. For absolute clarity, by "intoxicate" we mean the levels in your sample and in no way does this relate to your mental state or the influence alcohol or drugs are having on you. Disciplinary action will take place when the employee has had time to become sober or recover from the effects of drugs. Where you are found to be intoxicated as per the definition above, you will be immediately suspended from work. You will be escorted from the premises and your emergency contacts will be notified so that they can arrange for you to return home. This kind of behaviour will normally be treated as gross misconduct and likely to result in dismissal.

You are encouraged not to cover up for employees with a drink or drug problem but to recognise that collusion represents a false sense of loyalty and will in the longer term damage those employees.

If you recognise that you have a drink or drug problem, or that you are at risk of developing one, you are encouraged to come forward for confidential help. You should speak in confidence with their manager, or secure the help of a colleague in this respect.

All reasonable steps will be taken to assist where we can. In addition, staff are able to contact the University Employee Assistance Programme. There access to a free, confidential telephone support helpline.

If you wish to contact the Support Helpline, call 0800 716 017.

You can also contact the Talk to Frank helpline, who can support employees with issues concerning drugs or addiction. They can be contacted on 0300 123 6600

## 18. Confidentiality

There will be times during your employment that you come into contact with information that is confidential and sensitive to us, our clients and our suppliers.

We do not permit you disclosing this information to any person or use confidential information for your personal gain either during your employment or after the termination of your employment (whether by dismissal or resignation).

Confidential information can include information on products and services provided by the company, technical data, names and contact details of clients or other employees and financial information. Email addresses are monitored for attachments and any staff member found to be emailing databases or confidential information to external parties or personal email addresses may face disciplinary action.

## 19. Security

Whilst working on site we request that employees remain vigilant to prevent any breaches of security. The main entrance to the site must be closed at all times, unless a receptionist is present. All windows should be closed at the end of the day.

From time to time, the company may need to contact you outside of working hours in an emergency. In light of this we request that you ensure all contact details are up to date. Additionally, the company and the University may send emergency messages to staff where required using the 'Call My' service. If you have an Android or IOS system, you can download the app. You then need to 'follow' UoS1241, which is the alert group for the University and the company.

The building is generally unlocked at 6.30am and locked at 8pm, Monday to Friday. Should you wish to enter the building outside of these hours then you will be required to inform the University Security team on 0161 295 5000.

Please ensure that when you are offsite (for example at a conference in London) that you remain vigilant at all times for your own safety. Ensure that either a friend or family member, as well as your Line Manager, is aware of your whereabouts.

## 20. Mobile Telephones

Mobile phones are permitted into the office but may not be used whilst working except in emergencies. It is illegal to be driving and using a hand-held mobile phone at the same time. From 1st March 2017 drivers will face a £200 fine plus 6 points on their licence. New drivers could face a total ban. The law now states that employers can be liable for accidents where employees are found to be using a hand-held mobile phone at the time. As a consequence, any individual found to be answering the hand-held telephone whilst their vehicle is in motion will be subject to the Company's disciplinary procedure, which may lead to severe disciplinary sanctions.

If you are issued with a company mobile phone, then the phone will remain your responsibility whilst it is in your possession. Phones must be handed back immediately upon leaving the company. The company reserves the right to deduct monies from outstanding salaries if phones or other hardware is not returned.

## 21. Internet – Acceptable Use Policy

Please refer to the University IT Acceptable use policy for more information. This can be found at [http://www.salford.ac.uk/data/assets/pdf\\_file/0009/664209/ICT-AUP.pdf](http://www.salford.ac.uk/data/assets/pdf_file/0009/664209/ICT-AUP.pdf)

## 22. Training and Education

As part of your duties we may agree to fund additional training for you. There will be times that we offer to pay for the training for you. However, should the following occur, you agree to us deducting full the cost of the course from your salary:-

- You cease to attend course classes or lectures;
- You fail to attend at least 75% of the course classes or lectures without prior authorization from your line manager;
- You fail to use your best efforts to successfully complete the course (including any examinations)

## 23. Dress and appearance

The company expects all staff to have a professional and business like appearance at all times.

Prohibited items of dress include, but not limited to, training shoes, Working boots, shorts, track suits, torn or damaged items, revealing items, items containing offensive slogans or illustrations, jewellery beyond basic items such as rings and religious items.

On certain occasions the management team may allow staff to come to work in 'dress down'. In this instance it is still expected that staff have a professional appearance.

## 24. Whistle-Blowing

### Reporting Wrongdoing

In the first instance you may wish to raise the matter with your manager on an informal basis and discuss what steps should be taken to report the matter to a Director. You may at any time raise the matter formally with your manager or Director, whether orally or in writing. If your concern is about your manager or someone at a higher level of management then you should feel free to raise the matter with whoever you consider to be the appropriate level of management or external body.

At all stages, all statements that you make will remain confidential unless you give us permission or it becomes necessary to disclose these during the course of an investigation.

### Investigations

A complaint about wrongdoing may lead to us carrying out an investigation into the allegations of wrongdoing. You will be kept informed and you will be protected by us to ensure that your work environment is not affected due to your complaint. We will keep you informed of the outcome of any investigation action taken where this is appropriate in the circumstances.

If you have any concern or complaint about how you feel you are being treated due to the complaint you have raised, whether by the alleged wrongdoer or any other employee, you should raise this immediately with whatever level of management you consider to be appropriate so that steps can be taken to protect you.

If you are unhappy with the handling of the complaint or you do not believe it was properly investigated then you should raise this immediately with whatever level of management you consider appropriate.

At all times our intention is to resolve the allegations and take action against substantiated allegations. However, we will report wrongdoing to appropriate regulatory and enforcement bodies if we consider that this necessary.

## 25. Bribery

We recognise that the vast majority of staff meet or exceed the demands of their roles and responsibilities. We are liable if you commit an act of bribery and you can be held personally liable too. The purpose of this policy is to provide support to you where your position or role/responsibility could mean you fall foul of Bribery legislation. It

may mean that the role requires that you procure/ purchase or tender for contracts or sell, negotiate deals that are beneficial to one party over and above another.

There are 4 possible offences:

- Bribing another person.
- Being bribed.
- Bribing a foreign Public Official.
- Failing to prevent bribery.

We have undergone risk assessments and the outcome has indicated that the company may benefit from having a dedicated policy in place.

You are forbidden to accept gratuities, gifts, loans or other benefits from our customers or suppliers without the express written permission of a Director. In addition you are not permitted to make use of any services or be supplied with goods on a personal basis from any customer or supplier of goods and services or employee of any customer or supplier of goods and services to the company because of the possible conflict of interest unless full disclosure has been made and prior written permission obtained from your manager. Should any such conduct come to our attention we reserve the right to treat this as gross misconduct for which employment may be terminated without notice or payment in lieu.

Managers have a responsibility to address any allegation or issue as quickly as possible and take the appropriate action. Management will, make assessments of risk, deal with decisions where potential for bribery exists and receive and investigate reports of bribery. Managers also have a responsibility to keep accurate records of discussions and agreed actions during tender or purchase procedures or where gratuities have been offered.

You therefore have a responsibility for your own actions in regard to gifts and performance and continued development to meet new challenges at work. You are also responsible for bringing any problem to the attention of your Manager that may have an effect on you personally or us. You are also expected to co- operate with your manager in investigating and tackling concerns.

### **Hospitality**

In relation to occasions on which hospitality is offered or accepted by you, issues may arise as to the line between a proper public relations exercise and intention to induce improper performance of a relevant function. It is not unlawful to promote or market us to improve our image or to establish cordial and professional relationships or to maintain them so long as it is reasonable and proportional.

In order to make an assessment of any particular hospitality event, which is to be offered to a client or prospective client, your manager will have to be supplied with information. This will include the cost and nature of the hospitality, the name and details of the person to be entertained and the purpose of the event. Your manager will be required to approve the event or make suggestions for modifying it.

The following is a list of examples of unacceptable behaviour:

- Taking a customer or supplier for a working lunch at a restaurant whose prices would be considered extravagant under normal circumstances.
- Providing alcohol with the meal that is excessive or extravagant.
- Running special offers or promotions that involve benefits that are not for use by a customer or their employees in their business.
- Paying for a customer to go to an event that is not work-related or without the permission of their employer.

Similar examples apply where the hospitality is being extended to you.

## Tendering

In relation to awarding of contracts for services we have provisions for competitive tendering in place. However, as an additional requirement and as a requirement in awarding contracts, which are not required to go out to tender, an issue of bribery might arise. **Charitable Donations**

In relation to charitable and political donations care should be exercised to avoid the suggestion of soliciting favours. All Charity donations made by the company must have the prior written approval from a Director.

**Expenses** Expense claims should be submitted to accounts in the normal way however must clearly detail the customers' name and company name for any business entertaining. The receipt must be the original receipt detailing what has been purchased and not the debit/credit card receipt. Expenses will not be paid if this information is missing.

Please refer to the Company Expenses policy for more information. In order to prevent behaviour which might unwittingly give rise to the suspicion of bribery and to prevent any associated person purporting to act on its behalf in a manner that brings suspicion us or its employees, the following measures have been adopted as appropriate and proportionate to the risks it faces

It is important that everyone address concerns and report any attempt at bribery that comes to their attention, whether it consists of a direct approach to him or herself or an act done by an associated third party. In the first instance report this directly to your manager immediately. The aim of this approach is to try to resolve any problems quickly and informally with a view to resolving the matter before it becomes a serious issue.

Under no circumstances will a person who reports a suspicion of bribery be subject to victimisation for making a bon fide report, whether or not the suspicion turns out to be justified.

### What are the penalties for committing an offence?

The offences of bribing another person, being bribed and bribing a foreign public official are punishable by an unlimited fine, imprisonment of up to ten years or both. Both we and you could be subject to criminal penalties. Failure to prevent bribery is punishable on indictment by an unlimited fine.

Businesses that have been convicted of corruption could find themselves permanently debarred from tendering for public-sector contracts. We may also be damaged by adverse publicity if we are prosecuted for an offence.

## 26. Social Media

The growth in social media, particularly social networking sites has created increased opportunity for media communications that have an impact upon the business.

The term "social media" is used to describe dynamic and socially interactive network information and communication technologies, for example Web 2.0 sites, SMS text message and social networking sites such as Facebook, Instagram, Snapchat, LinkedIn, Twitter, blogs, other online journals and diaries, bulletin boards, chatrooms, micro blogging and the posting of videos on You Tube and similar media. Social networking also includes permitting or not removing postings by others where an employee can control the content of postings such as on a personal profile or blog.

This policy applies to staff whether in work or out of work

All current policies concerning staff apply to the use of social media these include, but are not limited to:

- Human resources: policies, procedures and codes of practice where applicable.
- Guidelines for the use of IT facilities.
- Data protection policies.
- Managing electronic mail and using e-mail wisely.
- Electronic information security policy and best practice in electronic information security.

Staff should take effective precautions when utilising social networking sites to ensure their own personal safety and to protect against identity theft.

Staff who engage in social networking should be mindful that their postings, even if done off premises and while off duty, could have an adverse effect on the business's legitimate business interests, for example the information posted could be the business's confidential business information. In addition some people who view this information may consider you as a spokesperson for the business. To reduce the likelihood that your networking will have an adverse effect on the business, staff should observe the following guidelines when social networking.

Staff should not engage in social networking by using any of the business's electronic resources or when they are supposed to be working.

Any member of staff may reject a "friend" request from any other member of staff without repercussion.

All requests for references or recommendations, even those that are received through social networking should be handled strictly in accordance with the business's standard policy for responding to such requests.

If the social networking of any member of staff includes any information relating to the business, the following must be adhered to:

It should be made clear to contacts and those who view social media that the views expressed are those of the member of staff alone and do not reflect the views of the business, by stating for example "the views expressed in this post are my own. They have not been reviewed or approved by the business".

The business's performance, products or services or the products or services of its sponsors, vendors or other businesses must not be discredited or defamed in any way. Customers, clients, business partners and suppliers must not be mentioned without the prior approval of the business's management team.

Inaccurate, distasteful or defamatory comments are prohibited. In addition, the use of, or the accessing of or the sending of offensive, obscene or indecent material is strictly prohibited. Staff must ensure that they portray their accurate job title on all Social Media platforms, in particular LinkedIn. No staff member will be permitted to state that they are an employee of the University of Salford. The company reserves the right to enforce this rule during and after employment.

The business's logo, trademark or proprietary graphics or any photographs of the business premises or products or those of any other team must not be used at any time.

Personal or contact information or photographs of any other member of staff or any Director or manager must not be posted or used at any time without permission.

The business has spent substantial time and resources building its reputation and goodwill. These are valuable and important corporate assets, which need to be enhanced and preserved. Before any member of staff engages in any social networking activity which identifies that member of staff as an employee of the business, or that identifies the business in any way, it should be considered whether the social networking activity is damaging the business's reputation or potentially could damage the business's reputation. If there is any doubt or any uncertainty, the member of staff should refrain from posting any information. Remember, a post lives forever! Staff must think before they type.

Any complaints about work should be resolved by speaking directly to your respective managers, rather than by posting complaints on the Internet through any method of social media. If any complaints or criticism of the business or other members of staff is posted on any method of social media, any comment that may be defamatory or damaging to the business or any other employees should be avoided. Disciplinary action can be taken for this activity.

Social networking sites are prime targets for malware distribution, and third-party applications should never be downloaded.

Any incidences of inappropriate behaviour, information posting, phishing or suspected malware should be reported immediately to the business' Management team.

The business reserves the right at all times to continually review the use of social media and may modify its policies should the status of particular social media sites change, for example of charges are introduced or changes made to the way content is used or the terms of use of sites are changed or if a site closes down.

The business will in its sole discretion review the social networking activities of any member of its staff. This policy applies even if the social networking activity of any member of staff is anonymous or under a pseudonym. If such networking activity is engaged in, members of staff should be aware that in appropriate circumstances the business will take steps to determine the identity of the individual concerned.

The business may request in its sole and absolute discretion that any member of staff should temporarily confine their respective social networking activities to matters unrelated to the business if the business determines that it is necessary or advisable to ensure compliance with regulations or other laws.

Post termination, staff must ensure that they portray their accurate job title for which they held at the company on all Social Media platforms, in particular LinkedIn. No staff member will be permitted to state that they are an employee of the University of Salford. The company reserves the right to enforce this rule post termination. If clarification is required on any aspect of this policy, members of staff should contact the business's management team. All members of staff should note that failure to comply with any aspect of this policy may lead to disciplinary up to and including termination, and if appropriate the business will pursue all available legal remedies to protect its reputation, produces, logo, trademark or proprietary graphics. The business reserves the right in addition to report any suspected unlawful conduct to the appropriate law enforcement authority.

## 27. Disciplinary

The purpose of this policy is to maintain high standards of conduct within our working, and in doing so, to ensure that all employees are treated fairly and consistently. It is designed to help and encourage you to achieve and maintain satisfactory standards of conduct.

There may be times when we feel that disciplinary action towards you may be necessary and in such cases we operate a procedure to ensure that formal notification and discussion takes place.

There may be other times when your contract of employment may be terminated on non-disciplinary grounds, e.g. ill health, individual redundancy or short service. In such cases, we operate separate procedures to deal with this that are not covered by this policy.

The focus of both procedures is to follow a three-stage process:

1. To communicate in writing to you the reasons for the disciplinary action or dismissal
2. To meet and discuss the matter and inform you in writing our decision and also advise of the appeal process
3. To hold an appeal hearing if requested, the outcome of which will be confirmed in writing

At all times, we will conduct a thorough investigation and will ensure that all of the facts are considered before a decision is made.

Where applicable, witnesses will be interviewed and statements taken. An investigation hearing may also be required with the employee concerned as a fact-finding exercise. There is no right to be accompanied at an investigation meeting.

Minutes will be taken at all meeting copies of which, including any statements obtained will be sent to you prior to any disciplinary hearing so you can properly prepare any responses you may have.

### **Short Service Employees**

We retain discretion in respect of the disciplinary procedure to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service (currently where you have been employed for less than 2 years) you may not receive any formal disciplinary warnings before dismissal but you will retain the right to a probation/employment review meeting and the right to be accompanied and the right of appeal to any decision at our discretion.

We do not intend to impose unreasonable rules of conduct on you but certain standards of behaviour are necessary to maintain order and discipline in the interests of all our employees.

We prefer good discipline to be voluntary and self-imposed and in the great majority of cases this is how it works. From time to time, however, it may be necessary to take action against you if your behaviour or performance is unacceptable.

This procedure has been established to ensure you are treated fairly and consistently if you have failed to meet the expected standards with regard to conduct, attendance and job performance. The ACAS Code of Practice will also be taken into consideration in conjunction with this Policy.

Minor faults will be dealt with informally. In cases where informal discussion does not lead to improvement or where the matter is more serious, this process must be followed:

1. You will be invited to a disciplinary hearing to have a formal discussion. At least 48 hours' notice will be given and the time, date and location of the hearing and the question of disciplinary action will be confirmed in writing. You will be given the opportunity to be accompanied at the meeting by another colleague or Trade Union representative/official.
2. You must take all reasonable steps to attend the hearing and should confirm your attendance.
3. As soon as possible in the circumstances, our decision will be confirmed in writing with the right of appeal. You will also receive a copy of the minutes of the hearing if you request it.
4. If you wish to appeal the decision, then any such appeal should be made in writing to the Director and an appeal hearing will be scheduled. Depending on the availability of the Director, all efforts will be made to ensure the appeal hearing takes place within 5 working days of your appeal request. You will be given the opportunity to be accompanied at the meeting by another colleague or Trade Union representative/official.
5. The decision of the Director will be final and will be confirmed in writing within 5-10 working days of the appeal hearing. You will receive a copy of the minutes of the hearing if you request it.

It should be noted that your behaviour is not looked at in isolation but each incident of misconduct is regarded cumulatively, with previous occurrences. Taking this into consideration, the following stages will be followed:

### **Stage 1 – Verbal Warning**

A formal oral warning will be issued in cases of minor breaches of discipline such as misconduct, performance and poor timekeeping. You will be notified for the reasons for the oral warning, and that it is the first stage of the disciplinary procedure. A note of the oral warning will be noted on your personal record but will be nullified after 6 months subject to satisfactory conduct and only if there are no further instances of disciplinary action for whatever reason.

### **Stage 2 – Written Warning**

If conduct or work performance does not improve, or if you commit an act which is a more serious breach of company discipline, a first written warning may be given. This will give details of the complaint and the likely consequences, (that is a final written warning), if the terms of the warning are not complied with. This warning will also be noted on your personal record but again will be nullified after a maximum of one year, subject to satisfactory conduct and only if there are no further instances, which invoke this procedure for whatever reason.

### **Stage 3 – Final Warning**

Failure to improve in response to the procedure so far, or a repeat of action or misconduct for which a warning or warnings have been previously issued, or a first instance of further misconduct, may result in a final written warning. This will give details of the complaint, the length of any probationary period and notification that dismissal may result if the terms of the warning are not complied with. This warning will be noted on your personal record and will only be nullified at the Director's discretion.

## **Stage 4 - Dismissal**

Failure to meet the requirements set out in the final written warning will normally lead to dismissal with appropriate notice. A decision of this kind will only be made after a thorough investigation.

### **Gross Misconduct**

Offences under this heading are so serious that an employee who commits them will normally be summarily dismissed. In such cases, we reserves the right to dismiss without notice of termination or payment in lieu of notice. In such cases, we will confirm our decision in writing and you will be given the opportunity to appeal the decision in accordance with the procedure.

Examples of gross misconduct are:

- a) Theft and unauthorised possession of our property. Deliberate falsification of records or any other form of dishonesty.
- b) Wilfully causing harm or injury to another member of staff or other person on the premises.
- c) Performing an action that is likely to cause injury to other people or damage to company property.
- d) Breach of the confidentiality, competition and non-solicitation policies.
- e) Gross insubordination e.g. wilful refusal to obey a reasonable instruction.
- f) Incapacity due to alcohol or drug abuse. Possession or administration of drugs or alcohol on the company's premises.
- g) Discrimination or harassment of any kind.
- h) Driving a company vehicle whilst using a hand-held mobile telephone or a hand-held device whilst the car is in motion or stationary with the engine running.
- i) Unacceptable, abusive or violent behaviour to members of staff, customers, clients or other persons who have cause to have contact with us.
- j) Any act, conduct or omission, which we consider being in breach of our contract with you or which brings our name into disrepute.
- k) Breach of our health & safety rules or breach of the University Acceptable ICT use policy

This list is intended only as a guide and is not exhaustive. Depending upon the severity of the offence, this procedure may be used at any stage considered appropriate to deal with the offence in question.

### **Suspension**

In the event of misconduct, which cannot be immediately investigated and considered, you may be suspended on full basic pay, whilst an investigation is carried out. Such suspension, which does not imply guilt or blame, will be for as short a period as possible. Directors have the power to suspend an employee. Where the employee is Director Level, then the next tier senior level employee will suspend.

### **Contractual Disciplinary Sanctions**

In addition to any disciplinary sanctions specified in the Statutory Codes of Practice, as issued from time to time, we may also apply the following sanctions and we believe that the merits of the case and the seriousness of the offence render them appropriate either as an alternative or in addition to those included in the Statutory Codes.

- Demotion
- Transfer to another department or job
- A period of suspension without pay
- Loss of seniority

- Reduction in pay
- Loss of any future pay increment or bonus
- Loss of overtime

## 28. Grievance

We aim to ensure that any grievance you may have relating to your employment is dealt with efficiently through effective communication and consultation.

It is our intention you should be encouraged to have direct contact with management to resolve your problems. If you have an individual problem or complaint about your work or concerning another employee or employees, the following procedure shall be applied.

Please note that we require any employee who has any concerns regarding his or her employment, to use this grievance procedure. In the event that you choose to take your complaint to an Employment Tribunal, a failure to follow this grievance procedure may result in penalties against the employee.

### Procedure

- The employee should refer any grievance in the first instance to his or her immediate line Manager, or to a more Senior Manager, if the grievance relates to the Manager. Everything possible will be done to resolve the problem.
- If an acceptable solution cannot be found through informal discussions, then the employee must refer the matter in writing to their immediate Manager or to a more Senior Manager if the grievance relates to the Manager. The employee must detail the nature of the complaint and submit the grievance within 5 working days of any such grievance arising.
- The grievance will be acknowledged in writing within 5 working days of receipt and will confirm the date, time and location of a meeting, which will be held to discuss the grievance. At this meeting, the employee will be given the opportunity to be accompanied by a fellow member of staff or Trade Union representative/official. The employee must confirm his or her attendance at the meeting, together with details of the representative, if any.
- The meeting will give the Manager/Senior Manager an opportunity to identify whether any investigation is necessary. For example, discussions with other employees. If the Manager/Senior Manager feels that an investigation is appropriate, the employee will be informed of this at the meeting.
- Within 5-10 working days of the grievance meeting or, as soon as is reasonably practicable, depending upon any necessary investigation, the employee will receive a written decision from the Manager/Senior Manager who held the investigation.
- If the employee wishes to appeal the decision, any such appeal should be made in writing to the Director (the name of the Director of whom the appeal must be made to will be made clear to the employee) within 5 working days of receiving the written decision.
- The appeal will be acknowledged in writing and an appeal hearing will be scheduled. Depending on the availability of the Director, all efforts will be made to ensure, that the appeal hearing takes place within 5 working days of receiving the employee's appeal request. At this hearing, the employee will be given the opportunity to be accompanied by a fellow member of staff or a Trade Union representative/official. The employee must confirm his or her attendance at the hearing, together with details of the representative, if any.
- Within 5-10 working days of the appeal hearing, or as soon as is reasonably practicable, the employee will receive a written decision from the Director who conducted the appeal, which will be our final decision on the matter. Minutes of the hearing will be available on request.

## **Investigation**

In many grievance cases, investigations are essential. Any necessary investigations will take place in accordance with paragraph d. above. In such cases, witnesses will be interviewed and statements obtained. Witnesses do not have the right to be accompanied at investigation meetings

Minutes will be taken at all meetings, copies of which, including any statements taken will be sent to the employee making the complaint for consideration where this is necessary and appropriate in the circumstances. A further meeting may be arranged to discuss with the employee the statements obtained. In such cases the complainant will have the right to be accompanied by a work colleague or Trade Union representative/official.

## **29. Changes to terms and conditions and policy**

Should there be any changes in your contract with us you will be notified by personal consultation and written notification. Changes to the Handbook, Policies and Procedures will be notified to you in an appropriate way depending on the circumstances.

## **30. Leaving the company**

When you come to leave us, you are required to return to us all paper and electronic documents, keys, mobile phones, computers, cars and all property properly belonging to us. You may be required to sign an undertaking that all such property has been duly returned.

The relationship you have with our clients is one of our important and most valuable assets and you will appreciate that this needs to be protected by us to prevent exploitation for the benefit of others.

By entering into your contract with us, you agree that you will not during your employment, or for a period of three months following the termination of your employment, whether for yourself or in the course of subsequent employment, solicit or attempt to solicit custom, sales, delivery or work of any kind done by us from our customers or clients who are customers or clients at the time of the termination of your contract or prospective customers or clients that you have had any contact with in the three months preceding the termination of your contract.

In the three months following the termination of your contract, should you be employed by one of our competitors in common employment with any other former employee of ours who is also subject to the same or similar restraints with us to those contained in this section, you agree that you will not solicit or attempt to solicit custom, sales, delivery or work of any kind from our customers or clients who are customers or clients at the time of the termination of your contract or prospective customers or clients that you have had any contact with in the three months preceding the termination of your contract for that other employee for the duration that the restrictions apply for that other employee.

You agree that these restrictions are reasonable and agree that if any one or more of these restrictions are judged to be void as going beyond what is reasonable in all the circumstances but would be valid if words were deleted from them or the period thereof reduced, or the range of activities or area covered thereby reduced in scope, the restriction will apply with such modifications. A ruling on the validity of one restriction will not affect the validity of any other restriction.

### **Notice**

If we do not wish you to work your notice, we reserve the right to waive notice periods and to make a payment in lieu of notice. This will bring your contract to an immediate end but we will compensate you for your loss of notice by paying you notice pay in your final wages.

If you terminate your employment without giving us the notice detailed in your contract, we reserve the right to make a deduction from your final pay equal to the amount of additional cost which has been incurred to cover your work. This includes any amount due from accrued holiday pay not yet taken.

During any procedure in which you are under notice whether you have resigned or been dismissed, we may hold that you need not perform your duties or attend our premises. We will therefore place you on garden leave. You

will still be required to comply with any conditions we set or that are contained in your contract or this handbook e.g. not working elsewhere without our permission.

**I hereby confirm that I have received a copy of the Company Handbook and accept that it forms part of my Contract of Employment**

.....Employee's Name

.....Employee's Signature

.....Date

**I hereby confirm that I have received a copy of the Company Handbook and accept that it forms part of my Contract of Employment**

.....Employee's Name

.....Employee's Signature

.....Date