



Employee Handbook

Berry Support Solutions Limited

HQ

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Welcome to Berry Support Solutions

Please read and keep a copy of your employee handbook. An up to date version of this handbook will be available on the company website www.berrysupportsolutions.co.uk. You can access it through the staff portal, using your staff login credentials. Should there be any updates, you will be informed via the email address you have registered. This will normally be the email to which your monthly payslip is delivered, unless you have specified otherwise. It is your responsibility to ensure you are up to date with all policies and procedures on your Berry Support Solutions employee handbook. As an employee / associate of Berry Support Solutions, you are contracted under these policies and procedures, unless your contract specifies otherwise.

Job Description

Every new Employee will be issued a job description including a summary of the job and specific duties. Each employee is obligated to familiarise themselves and follow the job description given for that position.

The company may revise or rewrite job descriptions occasionally to fit with changes within the industry, client requests and service practices. Employees will be given an updated version upon completion.

Timekeeping / Attendance

Every employee must follow the time procedures as set in the contract Job Specification or to the times agreed directly with your Contact Manager. Mistakes made with attendance must be signed, dated by both Employee and the Employees Contract Manager. All sick sickness days must be confirmed 4 hours in advance of scheduled work time and any late instances reported to the direct supervisor immediately. Unexcused absences are subject to disciplinary action including termination. Unexcused is without a Doctor note or permission given by the Direct Supervisor, Contract Manager or Human Resources.

Compensation

The company uses direct deposit for all wages. Funds will be transferred to the Employees account by 12pm on the last working day of each month for all hours worked from the 17th of the previous month, up to the 16th of the current month. All Employees of Berry Support Solutions are paid above the National Living Wage. The Employer is entitled to deduct from the Employee's Compensation, or from any other compensation in whatever form, any applicable deductions and remittances as required by law. The Employee understands and agrees that any additional compensation paid to the Employee in the form of bonuses or other similar incentive compensation will rest in the sole discretion of the Employer and that the Employee will not earn or accrue any right to incentive compensation by reason of the Employee's employment. The Employer will reimburse the Employee for all reasonable expenses, in accordance with the Employer's lawful policies as in effect from time to time, including but not limited to, any travel and entertainment expenses incurred by the Employee in connection with the business of the Employer. Expenses will be paid within a reasonable time after submission of acceptable supporting documentation.



Probationary Period

All new Employees will need to complete a 6-month probationary period. Any extended absences will extend the period equally. This period gives management time to evaluate performance and find the best possible fit for any new Employee. In the event management deems it necessary to extend the period, the company reserves the right for a specific period. If the probation period is passed the associate will be granted a new classification of full time, part time or causal.

Scheduling

Each contract will have its own scheduling system. Please refer to your site contract schedule where the policies and procedures will be outlined.

Mobile Phones / Company Phones

Mobile phones and Company Phones may only be used for work related purposes and emergencies during working shift times. Any personal use is prohibited, unless otherwise agreed with your Contract Manager. Calling, texting or any phone use is strictly prohibited whilst driving or operating any equipment.

Smoking

All smoking, including cigarettes, pipes, e cigarettes and vaping is strictly prohibited during work hours on any customer property, company vehicle or Berry Support Solutions property.

Equipment Use

Employees are prohibited from using company equipment, tools, vehicles for personal use or after work hours for any reason. Written consent must be given by Berry Support Solutions to use company property for personal use.



Employee Files

All employee or personnel files are the property of The Company and restricted to the HR Manager, Direct Supervisor and Owner. This may include application, evaluations, compensation, Disciplinary. Access can only be granted by the HR Manager on a scheduled time and under supervision.

Applications and Resumes

Berry Support Solutions relies on the information provided by all applicants in the form of applications, resumes or references. If information is found to be inaccurate or falsified later, the company reserves the right to enforce disciplinary action which may include termination.

Performance Evaluations

Performance recommendations and evaluations can be given on an informal basis and a formal evaluation process will be given by your Direct Supervisor or Contract Manager every 6 months. During this time, we will discuss performance, training opportunities, goals and any other job-related points of discussion.

Customer Relations

Our Employees and our Clients are our biggest asset . Every Employee / Associate representing Berry Support Solutions needs to be aware of every action they take with our customers and the public at large. People judge us by how they are treated with every contact we make. Our first and most priority is assisting customers and potential customers in any business need we can. This means but is not limited to being friendly, helpful, polite, positive and most importantly on time.

It's important to remember our contact with the public is not only a reflection of ourselves but also our associates and company culture.

Return of Tools Property

Upon termination of employment all tools and or property will be immediately returned to the direct supervisor for final inspection. This includes but not limited to uniforms, phones, tools, vehicles, equipment, training material, any advertising or marketing material.

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Holidays

The Holiday year will commence on 1st day of April and run for one year (the "Holiday Year"). During each Holiday Year, the Employee is entitled to 28 days (Including Public Bank Holidays) of paid annual leave, such entitlement accruing on a pro rata basis.

The Employee must provide a minimum of 4 weeks' notice to the Employer for any holiday requests. Any holidays will be determined by mutual agreement between the Employer and the Employee.

Upon termination of employment, the Employer will pay compensation to the Employee for any accrued and unused holiday days.

Employment

Employment with Berry Support Solutions is 100% voluntary and every Employee is free to resign at any time. The company may also terminate employment at any time in accordance with Employment Law.

Equal Opportunity Employer

All employment, promotions and training opportunities are provided based solely on merit and employee evaluations. The company does not discriminate based on race, colour, religion, sex, national origin, age, or any other characteristic protected by law.

Any questions or concerns should be brought immediately to the Human Resource manager through an appointment or requesting our Report form to be filled out and handed in to Human Resources.

Discrimination will not be tolerated for any reason. An investigation will take place and any associates involved subject to disciplinary action.



Ethics in the Workplace

To serve our customers at the highest level possible, the reputation Berry Support Solutions is of the highest priority. Our reputation for integrity applies to not only the letter of a law but also the spirit.

Our success is dependent on the trust of our fellow associates, vendors and customers. All associates are required to refrain from any illegal and unethical conduct while under the employment of the company.

When questions arise immediately contact your direct supervisor for guidance and if necessary, the owner of the company. In today's social media world even, a small unethical act can have a snowball effect and harm not only the company but also every associate employed.

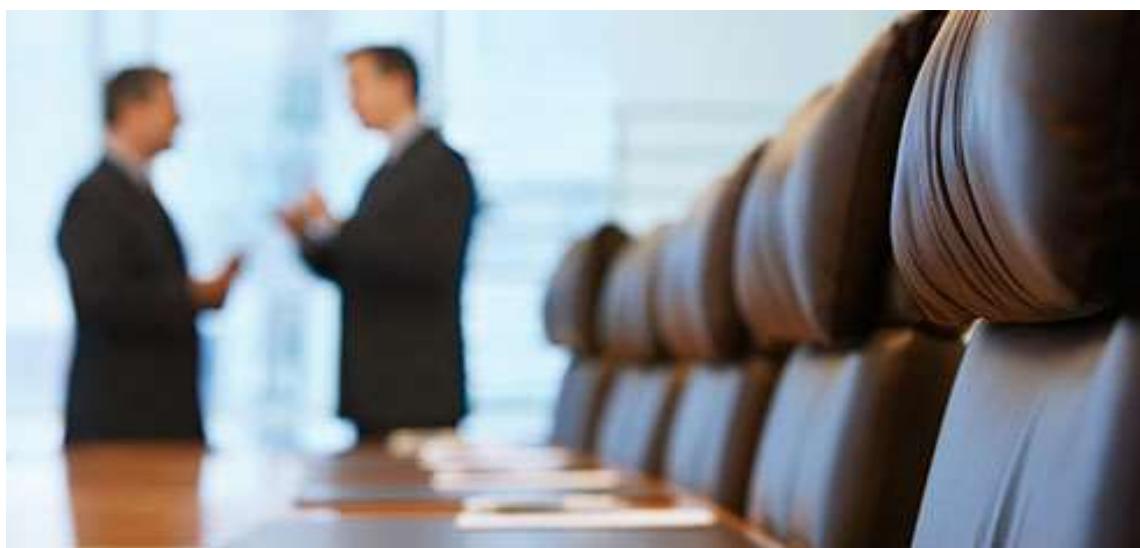
It's critical to always think of the long-term view of our decisions and not just the immediate gratification.

Relationships and The Workplace

We understand sometimes associates engage in personal and/or romantic relationships outside of the company hours. Associates who are involved in a dating relationship must be reported to human resources if they are directly supervising another associate or have any direct or indirect control of compensation, scheduling, training, etc.

Fellow co-workers can feel favouritism is taking place which can hurt a specific team and or moral of the company. In addition, conflicts that occur outside of the workplace can be carried into the day to day working environment hurting customer service and relationships with other team members.

The company does not prohibit personal relationships entirely but needs to monitor each situation where one associate may have power or influence over another.



Business Conflicts

Associates have an obligation to report all transactions with vendors, clients and any outside firms we conduct business with. This includes but not limited to kickbacks, bribes, free work, free product, price breaks, COSHH and RAMS related issues.

Any family members and/or personal relationships with outside firms must be reported to management. This can include ownership stakes, management roles, employment, etc. The existence of a relationship doesn't preclude the company from conducting business with an associates family member but it does need to be reported.

Additional Employment

Employees can hold jobs outside of the company if it does not interfere with your employment at Berry Support Solutions. Every associate is held to the same standard regardless of conditions from outside jobs. If performance is not being met the company reserves the right to request a modification of outside duties or resigning if required.

Employees are not allowed to work for current clients, vendors or any firm we conduct business with without prior authorisation.

NON-Disclosure Agreement

All employees are required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

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|-------------------------------|---------------------------------------|
| * compensation data | * Pending projects and proposals |
| * Computer processes | * Proprietary production processes |
| * Computer programs and codes | * Research and development strategies |
| * Customer lists | * Scientific data |
| * Customer preferences | * Scientific formulae |
| * Financial information | * scientific prototypes |
| * Labour relations strategies | * Technological data |
| * Marketing strategies | * Technological prototypes |

New Job Openings

All new job openings will be posted on the company website and emailed/text to current employees. If current associates feel they are qualified for any new positions, they can apply by following the application process. Only associates with minimum of 6 months current employment with the company are qualified.

Employment Categories

REGULAR FULL TIME - this status is designated for associates who have passed the 6-month probationary period and are scheduled 40 hours per week on a regular basis. Full time benefits only apply to associates scheduled to work for 40 hours.

PERMANENT PART TIME - is designated for 30 hours week or less of scheduled hours on a regular basis and have passed the 6-month probation period

PROBATIONARY - the first 6-months of employment during which no benefits apply, and performance will be evaluated to determine long term classification.

CONTRACT - contract basis is for Employees assigned to specific short term or temporary projects. No benefits apply

CASUAL- designated for intermittent scheduling or on call, as needed basis.

Disciplinary Procedure

Berry Support Solutions (the Company) is responsible for observing these Conditions of Employment, maintaining acceptable standards of behaviour, conduct and work performance, and complying with the rules of the Company.

Whilst the Company does not intend to impose unreasonable rules of conduct on its Employees, certain standards of behaviour are necessary to maintain good employment relations and discipline in the interest of all employees. The Company prefers that discipline be voluntary and self-imposed and in the great majority of cases this is how it works. However, from time to time, it may be necessary for the Company to take action towards individuals whose level of behaviour or performance is unacceptable.

Minor faults will be dealt with informally through counselling and training. However, in cases where informal discussions with the employee do not lead to an improvement in conduct or performance, or where the matter is considered to be too serious to be classed as minor, for example, unauthorised absences, persistent poor timekeeping sub-standard work performance, etc the following disciplinary procedure will be used. At all stages of the procedure, an investigation will be carried out.

The Company will notify the Employee in writing of the allegations against him or her and will invite the employee to a disciplinary hearing to discuss the matter. The Company will provide sufficient information about the alleged misconduct or poor performance and its possible consequences to enable the employee to answer the case. This will include the provision of copies of written evidence, including witness statements, where appropriate.

Having given the employee reasonable time to prepare their case, a formal disciplinary hearing will then take place, conducted by a Manager, at which the Employee will be given the chance to state his or her case, accompanied if requested by a trade union official or a fellow employee of his or her choice. The Employee must make every effort to attend the hearing. At the hearing, the Employee will be allowed to set out their case and answer any allegations and will also be given a reasonable opportunity to ask questions, present evidence, call relevant witnesses and raise points about any information provided by witnesses.

Following the hearing, the Company will decide whether or not disciplinary action is justified and, if so, the Employee will be informed in writing of the Company's decision in accordance with the stages set out below and notified of his or her right to appeal against that decision. It should be noted that an Employee's behaviour is not looked at in isolation, but each incident of misconduct is regarded cumulatively with any previous occurrences.

Stage 1: Written warning

The Employee will be given a formal WRITTEN WARNING. He or she will be advised of the reason for the warning, how he or she needs to improve their conduct or performance, the timescale over which the improvement is to be achieved, that the warning is the first stage of the formal disciplinary procedure and the likely consequences if the terms of the warning are not complied with. The written warning will be recorded but nullified after six months, subject to satisfactory conduct and performance.

Stage 2: Final written warning

Failure to improve performance in response to the procedure so far, a repeat of misconduct for which a warning has previously been issued, or a first instance of serious misconduct or serious poor performance, will result in a FINAL WRITTEN WARNING being issued. This will set out the nature of the misconduct or poor performance, how he or she needs to improve their conduct or performance, the timescale over which the improvement is to be achieved and will warn that dismissal will probably result if the terms of the warning are not complied with. This final written warning will be recorded but nullified after twelve months, subject to satisfactory conduct and performance. However, the Company reserves the right to extend the validity of the final written warning to a maximum of three years in cases of very serious misconduct or where the Employee has a history of misconduct issues.

Stage 3: 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 the fullest possible investigation. Dismissal can be authorised only by a senior Manager or a Director. The Employee will be informed of the reasons for dismissal, the appropriate period of notice, the date on which his or her employment will terminate and how the Employee can appeal against the dismissal decision.

Gross misconduct

Offences under this heading are so serious that an Employee who commits them will normally be summarily dismissed. In such cases, the Company reserves the right to dismiss without notice of termination or payment in lieu of notice. Examples of gross misconduct include:

- any breach of the criminal law, such as theft and unauthorised possession of Company property, fraud, deliberate falsification of records or any other form of dishonesty
- wilfully causing harm or injury to another employee, physical violence, bullying or grossly offensive behaviour
- deliberately causing damage to the Company's property
- causing loss, damage or injury through serious carelessness or gross negligence
- wilful refusal to obey a reasonable management instruction or serious Insubordination
- incapacity at work through an excess of alcohol or drugs
- a serious breach of health and safety rules
- harassing, bullying or victimising another Employee on the grounds of race, colour, ethnic origin, nationality, national origin, religion or belief, sex, sexual orientation, gender reassignment, marital or civil partnership status, age and/or disability.
- bringing the reputation of the Company into disrepute

The above is intended as a guide and is NOT an exhaustive list.

Suspension

In the event of serious or gross misconduct, an Employee may be suspended on full basic pay while a full investigation is carried out. Such suspension does not imply guilt or blame and will be for as short a period as possible. Suspension is not considered a disciplinary action.

Appeals

An Employee may appeal against any disciplinary decision, including dismissal, to a Director of the Company within five working days of the decision. Appeals should be made in writing and state the grounds for appeal. The Employee will be invited to attend an appeal hearing chaired by a senior manager or a Director or external HR Advisor.

At the appeal hearing, the Employee will again be given the chance to state his or her case and will have the right to be accompanied by a trade union official or a fellow Employee of his or her choice.

Following the appeal hearing, the Employee will be informed in writing of the appeal decision as soon as possible. The Company's decision on an appeal will be final.



Grievance Procedure

The objective of a grievance procedure is to settle the grievance as quickly and effectively as possible after informal attempts have failed.

Dealing with grievances informally

If you have a grievance or complaint to do with your work or the people you work with you should, wherever possible, start by talking it over with your manager. You may be able to agree a solution informally between you.

Formal grievance

If the matter is serious and/or you wish to raise the matter formally you should set out the grievance in writing to your manager. You should stick to the facts and avoid language that is insulting or abusive. Where your grievance is against your manager and you feel unable to approach him or her you should talk to another manager or senior person.

Grievance hearing

Your manager will call you to a meeting, normally within 5 days, to discuss your grievance. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request. After the meeting the manager will give you a decision in writing, normally within 24 hours.

Appeal

If you are unhappy with your manager's decision and you wish to appeal you should let your manager know. You will be invited to an appeal meeting, normally within 5 days, and your appeal will be heard by a more senior manager or an external HR adviser. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request. After the meeting the manager or external HR adviser will give you a decision, normally within 24 hours. The manager's or external HR adviser's decision is final

Non-Solicitation

The Employee understands and agrees that any attempt on the part of the Employee to induce other employees or contractors to leave the Employer's employ, or any effort by the Employee to interfere with the Employer's relationship with its other employees and contractors would be harmful and damaging to the Employer. The Employee agrees that during the Employee's term of employment with the Employer and for a period of five (5) years after the end of that term, the Employee will not in any way, directly or indirectly:

- a. Induce or attempt to induce any employee or contractor of the Employer to quit employment or retainer with the Employer;
- b. Otherwise interfere with or disrupt the Employer's relationship with its employees and contractors;
- c. Discuss employment opportunities or provide information about competitive employment to any of the Employer's employees or contractors; or
- d. Solicit, entice, or hire away any employee or contractor of the Employer for the purpose of an employment opportunity that is in competition with the Employer.

During the term of the Employee's active employment with the Employer, and for five (5) years thereafter, the Employee will not divert or attempt to divert from the Employer any

business the Employer had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the case may be, of the Employee's employment with the Employer.



Confidential Information

The Employee acknowledges that, in any position the Employee may hold, in and as a result of the Employee's employment by the Employer, the Employee will, or may, be making use of, acquiring or adding to information which is confidential to the Employer (the "Confidential Information") and the Confidential Information is the exclusive property of the Employer.

The Confidential Information will include all data and information relating to the business and management of the Employer, including but not limited to, proprietary and trade secret technology and accounting records to which access is obtained by the Employee, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customer Information.

The Confidential Information will also include any information that has been disclosed by a third party to the Employer and is governed by a non-disclosure agreement entered into between that third party and the Employer.

The Confidential Information will not include information that:

- a. Is generally known in the industry of the Employer;
- b. Is now or subsequently becomes generally available to the public through no wrongful act of the Employee;

- c. Was rightfully in the possession of the Employee prior to the disclosure to the Employee by the Employer;
- d. Is independently created by the Employee without direct or indirect use of the Confidential Information; or
- e. The Employee rightfully obtains from a third party who has the right to transfer or disclose it.

The Confidential Information will also not include anything developed or produced by the Employee during the Employee's term of employment with the Employer, including but not limited to, any intellectual property, process, design, development, creation, research, invention, know-how, trade name, trade-mark or copyright that:

- a. Was developed without the use of equipment, supplies, facility or Confidential Information of the Employer;
- b. Was developed entirely on the Employee's own time;
- c. Does not result from any work performed by the Employee for the Employer; and
- d. Does not relate to any actual or reasonably anticipated business opportunity of the Employer.

Duties and Obligations Concerning Confidential Information

The Employee agrees that a material term of the Employee's contract with the Employer is to keep all Confidential Information absolutely confidential and protect its release from the public. The Employee agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Employee has obtained or which was disclosed to the Employee by the Employer as a result of the Employee's employment by the Employer. The Employee agrees that if there is any question as to such disclosure then the Employee will seek out senior management of the Employer prior to making any disclosure of the Employer's information that may be covered by this Agreement.

The Employee agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages, would cause irreparable injury to Employer, would gravely affect the effective and successful conduct of the Employer's business and goodwill, and would be a material breach of this Agreement.

The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Employee in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for five (5) years from the date of such expiration or termination.

The Employee may disclose any of the Confidential Information:

- a. To a third party where Employer has consented in writing to such disclosure; and
- b. To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.

If the Employee loses or makes unauthorised disclosure of any of the Confidential Information, the Employee will immediately notify the Employer and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.



Adverse Weather & Travel Disruption

1. POLICY STATEMENT

1.1 This policy applies where it becomes impossible or dangerous for employees to travel in to work because of:

- (a) extreme adverse weather such as heavy snow;
- (b) industrial action affecting transport networks; or
- (c) major incidents affecting travel or public safety.

1.2 On these occasions we recognise that a flexible approach to working arrangements may be necessary to accommodate the difficulties employees face and to protect health and safety, while still keeping the business running as effectively as possible.

1.3 This policy does not form part of any employee's contract of employment and we may amend it or depart from it at any time.

2. Travelling to work

2.1 Employees should make a genuine effort to report for work at their normal time. This may include leaving extra time for the journey and/or taking an alternative route. Travel on foot or by bicycle should be considered where appropriate and safe.

2.2 Employees who are unable to attend work on time or at all should telephone their Manager a minimum of 2 hours before their normal start time on each affected day.

2.3 Employees who are unable to attend work should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police, transport providers or the internet. If conditions improve sufficiently, employees should report this to their manager and attend work unless told otherwise.

2.4 Employees who do not make reasonable efforts to attend work or who fail to contact their manager without good reason may be subject to disciplinary proceedings for misconduct. We will consider all the circumstances including the distance they have to travel, local conditions in

3. Alternative working arrangements

3.1 Employees may be required to work from home, where possible, or from an alternative place of work, if available. Managers will advise them of any such requirement. Such employees will receive their normal pay.

3.2 Employees who are able to work may sometimes be expected to carry out additional or varied duties during such periods. However, employees should not be required to do anything they cannot do competently or safely.

4. Late start and early finish

4.1 Employees who arrive at work late or who ask to leave early will usually be expected to make up any lost time. Managers have the discretion to waive this requirement in minor cases, or (in the case of lateness) where they are satisfied the Employee has made a genuine attempt to arrive on time.

4.2 Managers have the discretion to allow staff to leave early and should have regard to the needs of the business and the employee's personal circumstances.

4.3 Where half the normal working day or more is lost this will be treated as absence and dealt with as set out below.

5. Absence and pay

5.1 Employees who are absent from work due to extreme weather or other travel disruptions are not entitled to be paid for the time lost.

5.2 Absence can be treated in a variety of ways. Employees should discuss their preference with their manager, who retains overall discretion in the matter. A number of options are set out below:

- (a) Treating the absence as annual leave.
- (b) Treating the absence as flexitime or time off in lieu if applicable.
- (c) Making up the lost hours within a reasonable time.
- (d) Treating the absence as special unpaid leave.

6. School closures and other childcare issues

6.1 Adverse weather sometimes leads to school or nursery closures or the unavailability of a nanny or childminder.

6.2 In cases such as these where childcare arrangements have been disrupted, employees may have a statutory right to reasonable time off without pay.



Social Media

1. POLICY STATEMENT

1.1 We recognise that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, Twitter, Snapchat, blogs and wikis. However, Employees' use of social media can pose risks to our confidential and proprietary information, and reputation, and can jeopardise our compliance with legal obligations.

1.2 To minimise these risks, to avoid loss of productivity and to ensure that our IT resources and communications systems are used only for appropriate business purposes, we expect employees to adhere to this policy.

1.3 This policy does not form part of any employee's contract of employment and it may be amended at any time.

2. WHO IS COVERED BY THE POLICY?

2.1 This policy covers all individuals working at all levels and grades, including cleaners, supervisors, senior managers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees, casual and agency staff, and volunteers (collectively referred to as staff in this policy).

2.2 Third parties who have access to our electronic communication systems and equipment are also required to comply with this policy.

3. SCOPE AND PURPOSE OF THE POLICY

3.1 This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Wikipedia, all other social networking sites, and all other internet postings, including blogs.

3.2 It applies to the use of social media for both business and personal purposes, whether during office hours or otherwise. The policy applies regardless of whether the social media is accessed using our IT facilities and equipment or equipment belonging to members of staff.

3.3 Breach of this policy may result in disciplinary action up to and including dismissal. Disciplinary action may be taken regardless of whether the breach is committed during working hours, and regardless of whether our equipment or facilities are used for the purpose of committing the breach. Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation, which may involve handing over relevant passwords and login details.

3.4 Staff may be required to remove internet postings which are deemed to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

4. PERSONNEL RESPONSIBLE FOR IMPLEMENTING THE POLICY

4.1 All managers have a specific responsibility for operating within the boundaries of this policy, ensuring that all staff understand the standards of behaviour expected of them and taking action when behaviour falls below its requirements.

4.2 All staff are responsible for the success of this policy and should ensure that they take the time to read and understand it. Any misuse of social media should be reported to your manager or a Company Director.

5. COMPLIANCE WITH RELATED POLICIES AND AGREEMENTS

5.1 Social media should never be used in a way that breaches any of our other policies. If an internet post would breach any of our policies in another forum, it will also breach them in an online forum. For example, employees are prohibited from using social media to:

- (a) breach our IT and Communications System policy;

- (b) breach our obligations with respect to the rules of relevant regulatory bodies;

- (c) breach any obligations they may have relating to confidentiality;

- (d) breach our Disciplinary Rules;

- (e) defame or disparage the organisation or its affiliates, customers, clients, business partners, suppliers, vendors or other stakeholders;

- (f) harass or bully other staff in any way;

- (g) unlawfully discriminate against other staff or third parties;

(h) breach our Data protection policy (for example, never disclose personal information about a colleague online);

(i) breach any other laws or ethical standards (for example, never use social media in a false or misleading way, such as by claiming to be someone other than yourself or by making misleading statements).

5.2 Staff should never provide references for other individuals on social or professional networking sites, as such references, positive and negative, can be attributed to the organisation and create legal liability for both the author of the reference and the organisation.

5.3 Employees who breach any of the above policies will be subject to disciplinary action up to and including termination of employment.

6. PERSONAL USE OF SOCIAL MEDIA

We recognise that employees may work long hours and occasionally may desire to use social media for personal activities at the office or by means of our computers, networks and other IT resources and communications systems. We authorise such occasional use so long as it occurs during break times, and does not involve unprofessional or inappropriate content and does not interfere with your employment responsibilities or productivity. While using social media at work, circulating chain letters or other spam is never permitted. Circulating or posting commercial, personal, religious or political solicitations, or promotion of outside organisations unrelated to the organisation's business are also prohibited.

7. MONITORING

7.1 The contents of our IT resources and communications systems are our property. Therefore, staff should have no expectation of privacy in any message, files, data, document, facsimile, telephone conversation, social media post conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on our electronic information and communications systems.

7.2 We reserve the right to monitor, intercept and review, without further notice, staff activities using our IT resources and communications systems, including but not limited to social media postings and activities, to ensure that our rules are being complied with and for legitimate business purposes and you consent to such monitoring by your use of such resources and systems. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, log-ins, recordings and other uses of the systems as well as keystroke capturing and other network monitoring technologies.

7.3 We may store copies of such data or communications for a period of time after they are created, and may delete such copies from time to time without notice.

7.4 Do not use our IT resources and communications systems for any matter that you wish to be kept private or confidential from the organisation.

8. BUSINESS USE OF SOCIAL MEDIA

8.1 If your duties require you to speak on behalf of the organisation in a social media environment, you must still seek approval for such communication from your manager who may require you to undergo training before you do so and impose certain requirements and restrictions with regard to your activities.

8.2 Likewise, if you are contacted for comments about the organisation for publication anywhere, including in any social media outlet, direct the inquiry to your manager and do not respond without written approval.

8.3 The use of social media for business purposes is subject to the remainder of this policy.

9. RESPONSIBLE USE OF SOCIAL MEDIA

9.1 The following sections of the policy provide staff with common-sense guidelines and recommendations for using social media responsibly and safely.

9.2 Protecting our business reputation: (a) Staff must not post disparaging or defamatory statements about: (i) our organisation;

(ii) our clients;

(iii) suppliers and vendors; and

(iv) other affiliates and stakeholders,

but staff should also avoid social media communications that might be misconstrued in a way that could damage our business reputation, even indirectly.

(b) Staff should make it clear in social media postings that they are speaking on their own behalf. Write in the first person and use a personal e-mail address when communicating via social media.

(c) Staff are personally responsible for what they communicate in social media. Remember that what you publish might be available to be read by the masses (including the organisation itself, future employers and social acquaintances) for a long time. Keep this in mind before you post content.

(d) If you disclose your affiliation as an employee of our organisation, you must also state that your views do not represent those of your employer. For example, you could state, "the views in this posting do not represent the views of my employer". You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.

(e) Avoid posting comments about sensitive business-related topics, such as our performance. Even if you make it clear that your views on such topics do not represent those of the organisation, your comments could still damage our reputation.

(f) If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from making the communication until you discuss it with your manager.

(g) If you see content in social media that disparages or reflects poorly on our organisation or our stakeholders, you should contact your manager. All staff are responsible for protecting our business reputation.

9.3 Respecting intellectual property and confidential information: (a) Staff should not do anything to jeopardise our valuable trade secrets and other confidential information and intellectual property through the use of social media.

Stress

1. POLICY STATEMENT

1.1 We are committed to protecting your health, safety and well-being and that of all those who work for us. We will endeavour to maintain a working environment in which everyone treats one another with dignity and respect and is able to co-operate with and trust their colleagues.

1.2 We recognise that, whatever its source, stress is a health and safety issue in the workplace. We acknowledge the importance of a supportive environment and working culture and of identifying and reducing workplace stressors.

1.3 We are committed to a programme of action to make this policy effective and to bring it to everyone's attention. However, this policy can only be effective if everyone co-operates to achieve its aims.

2. WHAT IS STRESS?

2.1 Stress is the adverse reaction experienced in response to excessive pressures or demands. Stress is not an illness but, sustained over a period of time, it can lead to mental and/or physical illness.

2.2 There is an important distinction between working under pressure and experiencing stress. Certain levels of pressure are acceptable and normal in every job. They can improve performance, enable individuals to meet their full potential and provide a sense of achievement and job satisfaction. However, when pressure becomes excessive it produces stress.

2.3 Pressures outside the workplace, whether the result of unexpected or traumatic events such as accidents, illness, bereavement, family breakdown or financial worries, can result in stress. They can also compound normal workplace pressures.

2.4 We recognise that what triggers stress and the capacity to deal with stress varies from person to person. Individuals react to similar situations in different ways.

3. LEGAL OBLIGATIONS

3.1 We have a legal duty to take reasonable care to ensure that your health is not put at risk by excessive pressures or demands arising from the way work is organised.

3.2 This policy takes account of our obligations under the Health and Safety at Work etc Act 1974, Management of Health and Safety at Work Regulations 1999, Employment Rights Act 1996, Protection from Harassment Act 1997, Working Time Regulations 1998 and Equality Act 2010.

4. WHO IS COVERED BY THE POLICY?

4.1 This policy covers all individuals working at all levels and grades, including senior managers, officers, directors, employees, cleaners, contractors, trainees, homeworkers, part-time and fixed-term employees, casual and agency staff and volunteers (collectively referred to as staff in this policy).

4.2 Third parties who enter the workplace (including customers and visitors) are also required to comply with this policy.

4.3 This policy does not form part of any employee's contract of employment and it may be amended at any time.

5. SCOPE AND PURPOSE OF THE POLICY

5.1 We are committed to identifying, tackling and preventing the causes of work-related stress and to providing appropriate support and consideration to staff suffering from stress, on a confidential basis where appropriate.

5.2 We are committed to: (a) Promoting a culture of open communication, participation and encouragement. Through training, effective planning and allocation of workloads and ensuring feedback is provided on performance, we want staff to develop their skills and confidence and to feel able to raise any concerns they have about their work or working environment.

(b) Using staff development, staff support systems and policies reflecting current good practice to help staff understand and recognise the causes of stress and to address work-related stress and the impact of external stressors at work.

(c) Providing a workplace free from harassment, bullying and victimisation.

(d) Addressing violence, aggression and other forms of inappropriate behaviour through disciplinary action.

(e) Ensuring risk assessments include or specifically address workplace stress.

(f) Maintaining an appraisal process to ensure the suitability of workloads, supported by a capability procedure.

(g) Facilitating requests for flexible working where reasonably practicable [in accordance with our flexible working policy].

(h) Following comprehensive change management procedures.

(i) Providing support [services, such as occupational health,] for staff affected by or absent by reason of stress.

6. PERSONNEL RESPONSIBLE FOR IMPLEMENTATION OF THE POLICY

6.1 The Company Directors and managers have overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework.

6.2 Recognition of stress as a genuine problem requires management support and action. Those working at management and supervisory level have a specific responsibility to: (a) Participate in the culture of open communication and encouragement, ensure that staff they manage receive training, effectively plan and allocate workloads and provide feedback on performance.

(b) Monitor workloads and reallocate work where necessary.

(c) Ensure that staff they manage understand the standards of behaviour expected of them and others and act on behaviour that falls below those standards.

6.3 However, all members of staff are responsible for the success of this policy and must ensure that they: (a) Familiarise themselves with the policy and act in accordance with its aims and objectives.

(b) Plan and organise their work to meet personal and organisational objectives.

(c) Speak to their manager if they experience or are aware of a situation that may lead to a stress problem.

(d) Co-operate with support, advice and guidance they may be offered by their manager.

7. RESOLVING CASES OF STRESS AT WORK

7.1 If you believe you are suffering from stress you should discuss this with your manager or supervisor in the first instance. If you feel unable to do so you should contact another senior member of staff and advise them of your concerns.

7.2 Once an issue affecting your health comes to the attention of your manager, supervisor steps will be taken to address that issue. Those steps may include any of the following: (a) A workload review, reallocation of work, monitoring of future workload or possible redeployment. Our Capability Procedure may be applied.

(b) Where appropriate, investigation under our Disciplinary and/or Grievance Procedures.

(c) Referral for medical advice to be provided by our medical advisers or the GP (and any medical specialist) treating the member of staff concerned.

(d) If you are on sickness absence, discussion of an appropriate return to work programme. Our Sickness Absence Policy may be applied.

8. ABSENCE DUE TO STRESS

8.1 If you are absent due to stress you should follow the sickness absence reporting procedure contained in our Sickness Absence Policy.

8.2 Our Sickness Absence Policy or Capability Procedure will apply.

9. CONFIDENTIALITY

9.1 Confidentiality is an important part of this policy. Every member of staff is responsible for observing the high level of confidentiality that is required, whether they are suffering from stress, supporting a colleague who is suffering from stress or because they are otherwise involved in the operation of a policy or procedure dealing with stress.

9.2 Breach of confidentiality may give rise to disciplinary action.

9.3 However, there are occasions when matters reported by a member of staff suffering from stress may have to be put to third parties. For example, where duties need to be reallocated within a team or where, as the result of reported bullying or misconduct, a disciplinary investigation and/or proceedings take place. If this is the case, matters will be discussed with the member of staff concerned before any action is taken.

10. PROTECTION FOR THOSE REPORTING STRESS OR ASSISTING WITH AN INVESTIGATION

10.1 Staff who report that they are suffering from stress, who support a colleague in making such a report or who participate in any investigation connected with this policy in good faith will be protected from any form of intimidation or victimisation.

10.2 Any member of staff who considers that they have been subjected to any such intimidation or victimisation should seek support from their manager. They may alternatively or additionally raise a complaint in accordance with our Grievance Procedure.

10.3 Any member of staff who is, after investigation, found to have acted in bad faith or to have provided false information will be subject to action under our Disciplinary Procedure.

11. MONITORING AND REVIEW OF THIS POLICY

We will monitor the development and dissemination of good practice, the recognition of the symptoms of stress, awareness of and effectiveness of this policy to ensure it is achieving its stated objectives.

Sickness Absence

1. Policy statement

- 1.1 This Sickness Absence Policy sets out our procedures for reporting sickness absence and for the management of sickness absence in a fair and consistent way.
- 1.2 Sickness absence can vary from short intermittent periods of ill-health to a continuous period of long-term absence and have a number of different causes (for example, injuries, recurring conditions, or a serious illness requiring lengthy treatment).
- 1.3 We wish to ensure that the reasons for sickness absence are understood in each case and investigated where necessary. In addition, where needed and reasonably practicable, measures will be taken to assist those who have been absent by reason of sickness to return to work.
- 1.4 This policy does not form part of any employee's contract of employment and it may be amended at any time. We may also vary the procedures set out in this policy, including any time limits, as appropriate in any case.

2. Who is covered by the policy?

- 2.1 This policy covers all employees at all levels and grades, including senior managers, officers, directors, employees, trainees, homeworkers, part-time and fixed-term employees.

3. Disabilities

- 3.1 We are aware that sickness absence may result from a disability. At each stage of the sickness absence meetings procedure (set out in paragraph 12 of this policy), particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work.
- 3.2 If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform your manager.

4. Sickness absence reporting procedure

- 4.1 You should refer to your contract/Job Sheet for details of our sickness absence reporting procedure. If you are taken ill or injured while at work, you should report or be taken to your manager to notify them that you need to leave. Managers should make the necessary arrangements. If you cannot attend work because you are ill or injured, you should normally telephone your manager as early as possible and no later than the time when you are normally expected to start work.

The following details should be provided:

- (a) The nature of your illness or injury.
 - (b) The expected length of your absence from work.
 - (c) Contact details.
 - (d) Any outstanding or urgent work that requires attention.
- 4.2 Managers should ensure that:
- (a) Any sickness absence that is notified to them is recorded.

(b) Arrangements are made, where necessary, to cover work and to inform colleagues and clients (while maintaining confidentiality).

4.3 You should expect to be contacted during your absence by your manager who will want to enquire after your health and be advised, if possible, as to your expected return date.

4.4 If you are ill or injured during a period of pre-arranged annual leave you may elect to treat the days of incapacity as sickness absence instead of annual leave. You must however follow the normal notification requirements and inform your manager of your incapacity and its likely duration even if you are abroad. The usual requirements for self-certification and medical certificates in this policy will apply.

5. Evidence of incapacity

5.1 For sickness absence of up to seven calendar days you must complete a self-certification form which is available from your manager.

5.2 For absence of more than a week, you must obtain a certificate from your doctor ("Statement of Fitness for Work") stating that you are not fit for work and the reason(s) why. This should be forwarded to your manager as soon as possible. If your absence continues, further medical certificates must be provided to cover the whole period of absence.

5.3 If your doctor provides a certificate stating that you "may be fit for work" you should inform your manager immediately. We will discuss with you any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date to review the situation.

5.4 Where we are concerned about the reason for absence, or frequent short-term absence, we may require a medical certificate for each absence regardless of duration. In such circumstances, we will cover any costs incurred in obtaining such medical certificates, for absences of a week or less, on production of a doctor's invoice.

6. Unauthorised absence

6.1 Cases of unauthorised absence will be dealt with under our Disciplinary Procedure.

6.2 Absence that has not been notified according to the sickness absence reporting procedure will be treated as unauthorised absence.

7. Sick pay

7.1 You should refer to your contract for details of the sick pay to which you are entitled.

7.2 If a period of sickness absence is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party, in respect of which damages are or may be recoverable, you must immediately notify your manager of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that we may reasonably require. If we require you to do so, you must cooperate in any related legal proceedings and refund to us that part of any damages or compensation you recover that relates to lost earnings for the period of sickness absence as we may reasonably determine, less any costs you incurred in connection with the recovery of such damages or compensation, provided that the amount to be refunded to us shall not exceed the total amount we paid to you in respect of the period of sickness absence.

8. Keeping in contact during sickness absence

8.1 If you are absent on sick leave you should expect to be contacted from time to time by your manager in order to discuss your wellbeing, expected length of continued absence from work and any of your work that requires attention. Such contact is intended to provide

reassurance and will be kept to a reasonable minimum.

8.2 If you have any concerns while absent on sick leave, whether about the reason for your absence or your ability to return to work, you should feel free to contact your manager at any time.

9. Medical examinations

9.1 We may, at any time in operating this policy, ask you to consent to a medical examination by a doctor or medical advisor nominated by us (at our expense).

9.2 You will be asked to agree that any report produced in connection with any such examination may be disclosed to us and that we may discuss the contents of the report with our advisers and the relevant doctor.

9.3 If you are absent for a period of 4 weeks, you can also be referred for an occupational health assessment under the 'FitforWork' scheme, this referral could come from your GP, the Company or you can refer yourself. Prior to us making such a referral we will seek your consent. The company Sickness Absence is committed to reviewing the Occupational Health advice given and will endeavour to make any adjustments that are reasonable and within our remit.

9.4 Where an employee does not consent to a referral then we will continue with any appropriate procedures based on the information available to us at the time.

10. Return-to-work interviews

10.1 If you have been absent on sick leave, we may arrange for you to have a return-to-work interview with your line manager.

10.2 A return-to-work interview enables us to confirm the details of your absence. It also gives you the opportunity to raise any concerns or questions you may have, and to bring any relevant matters to our attention.

10.3 Where your doctor has provided a certificate stating that you "may be fit for work" we will usually hold a return-to-work interview to discuss any additional measures that may be needed to facilitate your return to work, taking account of your doctor's advice.

11. Returning to work from long-term sickness absence

11.1 We are committed to helping employees return to work from long-term sickness absence. As part of our sickness absence meetings procedure (see paragraph 12), we will, where appropriate and possible, support returns to work by:

- (a) Obtaining medical advice;
- (b) Making reasonable adjustments to the workplace, working practices and working hours;
- (c) Considering redeployment; and/or
- (d) Agreeing a return to work programme with everyone affected.

12. Sickness absence meetings procedure

12.1 We may apply this procedure whenever we consider it necessary, including, for example, if you:

- (a) Have been absent due to illness on a number of occasions;
- (b) Have discussed matters at a return to work interview that require investigation; and/or
- (c) Have been absent for more than three weeks consecutively.

12.2 Unless it is impractical to do so, we will give you two days written notice of the date, time and place of a sickness absence meeting. We will put any concerns about your sickness absence and the basis for those concerns in writing or otherwise advise why the meeting is being called.

12.3 The meeting will be conducted by your manager and will normally be attended by another member of staff to take notes. You may bring a companion with you to the meeting (see paragraph 13).

12.4 You must take all reasonable steps to attend a meeting. Failure to do so without good reason may be treated as misconduct. If you or your companion are unable to attend at the time specified you should immediately inform your manager who will seek to agree an alternative time.

12.5 A meeting may be adjourned if your manager is awaiting receipt of information, needs to gather any further information or give consideration to matters discussed at a previous meeting. You will be given a reasonable opportunity to consider any new information obtained before the meeting is reconvened.

12.6 Confirmation of any decision made at a meeting, the reasons for it, and of the right of appeal will be given to you in writing, normally within five days of a sickness absence meeting (unless this time scale is not practicable, in which case it will be provided as soon as is practicable).

12.7 If, at any time, your manager considers that you have taken or are taking sickness absence when you are not unwell, they may refer matters to be dealt with under our Disciplinary Procedure.

13. Confidentiality

13.1 Our aim is to deal with sick absence sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with a colleague's absence from work.

13.2 You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or meetings conducted under this procedure, without the express prior permission of all parties present at the time.

13.3 In general, recordings will only ever be permitted if a note taker is not present. If, after agreement, electronic recordings are made then copies should be supplied to both employer and employee.

14. Right to be accompanied at meetings

14.1 You may bring a companion to any meeting or appeal meeting under this procedure.

14.2 Your companion may be either a trade union representative or a fellow employee. Their identity must be confirmed to the manager conducting the meeting, in good time before it takes place.

14.3 Employees are allowed reasonable time off from duties without loss of pay to act as a companion. However, they are not obliged to act as a companion and may decline a request if they so wish.

14.4 Some companions may not be allowed: for example, anyone who may have a conflict of interest, or whose presence may prejudice a meeting. Companions should not normally work at another site, unless no-one reasonably suitable is available at the site at which you work.

14.5 We may at our discretion, permit a companion who is not an employee or union representative (for example, a family member) where this will help overcome particular difficulties caused by a disability, or difficulty understanding English.

14.6 A companion may make representations, ask questions, and sum up your position, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during a meeting.

15. Stage 1: first sickness absence meeting

15.1 This will follow the procedure set out in paragraphs 12 and 13 on the arrangements for and right to be accompanied at sickness absence meetings.

15.2 The purposes of a first sickness absence meeting may include:

(a) Discussing the reasons for absence.

(b) Where you are on long-term sickness absence, determining how long the absence is likely to last.

(c) Where you have been absent on a number of occasions, determining the likelihood and business impact of further absences.

(d) Considering whether medical advice is required.

(e) Considering what, if any, measures might improve your health and/or attendance.

(f) Agreeing a way forward, action that will be taken and a time-scale for review and/or a further meeting under the sickness absence procedure. This may include a formal warning that failure to improve attendance could place ongoing employment at risk.

16. Stage 2: further sickness absence meeting(s)

16.1 Depending on the matters discussed at the first stage of the sickness absence procedure, a further meeting or meetings may be necessary. Arrangements for meetings under the second stage of the sickness absence procedure will follow the procedure set out in paragraphs 12 and 13 on the arrangements for and right to be accompanied at sickness absence meetings.

16.2 The purposes of further meeting(s) may include:

(a) Discussing the reasons for and impact of your ongoing absence(s).

(b) Where you are on long-term sickness absence, discussing how long your absence is likely to last.

(c) Where you have been absent on a number of occasions, discussing the likelihood business impact of further absences.

(d) If it has not been obtained, considering whether medical advice is required. If it has been obtained, considering the advice that has been given and whether further advice is required.

(e) Considering your ability to return to/remain in your job in view both of your capabilities and our business needs and any adjustments that can reasonably be made to your job to enable you to do so.

(f) Considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist in redeploying you.

(g) Where you are able to return from long-term sick leave, whether to your job or a redeployed job, agreeing a return to work programme.

(h) If it is considered that you are unlikely to be able to return to work from long-term absence, whether there are any benefits for which you should be considered.

(i) Agreeing a way forward, action that will be taken and a time-scale for review and/or a further meeting(s). This may, depending on steps we have already taken, include warning you that you are at risk of dismissal.

17. Stage 3: final sickness absence meeting

17.1 Where you have been warned that you are at risk of dismissal, we may invite you to a meeting under the third stage of the sickness absence procedure. Arrangements for this meeting will follow the procedure set out in paragraphs 12 and 13 on the arrangements for and right to be accompanied at sickness absence meetings.

17.2 The purposes of the meeting will be:

(a) To review the meetings that have taken place and matters discussed with you.

(b) Where you remain on long-term sickness absence, to consider whether there have been any changes since the last meeting under stage two of the procedure, either as

regards your possible return to work or opportunities for return or redeployment.

(c) To consider any further matters that you wish to raise.

(d) To consider whether there is a reasonable likelihood of you returning to work or achieving the desired level of attendance in a reasonable time.

(e) To consider the possible termination of your employment.

17.3 Termination will normally be with full notice or payment in lieu of notice.

18. Appeals

18.1 You may appeal against the outcome of any stage of this procedure and you may bring a companion to an appeal meeting (see paragraph 13).

18.2 An appeal should be made in writing within five working days, stating the full grounds of appeal, and you will be advised in the outcome letter who the appeal should be addressed to.

18.3 Unless it is not practicable, you will be given written notice of an appeal meeting within one week of receipt of your appeal. In cases of dismissal the appeal will be held as soon as possible. Any new matters raised in an appeal may delay an appeal meeting if further investigation is required.

18.4 You will be provided with written details of any new information which comes to light before an appeal meeting. You will also be given a reasonable opportunity to consider this information before the meeting.

18.5 Where practicable, an appeal meeting will be conducted by a manager to the individual who conducted the sickness absence meeting; in a small organisation such as ours this may not always be possible.

18.6 Depending on the grounds of appeal, an appeal meeting may be a complete rehearing of the matter or a review of the original decision.

18.7 Following an appeal the original decision may be confirmed, revoked or replaced with a different decision. The final decision will be confirmed in writing, if possible, within five days of the appeal meeting. There will be no further right of appeal.

18.8 The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

19. Monitoring and review of the policy

19.1 We will monitor the development and dissemination of good practice to ensure that this policy and the sickness absence meetings procedure are achieving their stated objectives.



Equal opportunities

1. POLICY STATEMENT

- 1.1 The Company is committed to promoting equality of opportunity for all staff and job applicants. We aim to create a working environment in which all individuals are able to make best use of their skills, free from discrimination or harassment, and in which all decisions are based on merit.
- 1.2 We do not discriminate against staff on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (protected characteristics).
- 1.3 The principles of non-discrimination and equality of opportunity also apply to the way in which staff treat visitors, clients, customers, suppliers and former staff members.
- 1.4 All staff have a duty to act in accordance with this policy and treat colleagues with dignity at all times, and not to discriminate against or harass other members of staff, regardless of their status. Your attention is drawn to our separate Anti-harassment and bullying policy.
- 1.5 This policy does not form part of any employee's contract of employment and may be amended at any time.

2. WHO IS COVERED BY THE POLICY?

- 2.1 This policy covers all individuals working at all levels and grades, including senior managers, officers, directors, employees, consultants, contractors, trainees, homeworkers, part-time and fixed-term employees, volunteers, casual workers and agency staff (collectively referred to as staff in this policy).

3. WHO IS RESPONSIBLE FOR THIS POLICY?

- 3.1 The Company Directors have overall responsibility for the effective operation of this policy and for ensuring compliance with discrimination law. Day-to-day operational responsibility has been delegated to the managers.
- 3.2 All managers must set an appropriate standard of behaviour, lead by example and ensure that those they manage adhere to the policy and promote our aims and objectives with regard to equal opportunities. Managers will be given appropriate training on equal opportunities awareness and equal opportunities recruitment and selection best practice

4. SCOPE AND PURPOSE OF THE POLICY

- 4.1 This policy applies to all aspects of our relationship with staff and to relations between staff members at all levels. This includes job advertisements, recruitment and selection, training and development, opportunities for promotion, conditions of service, pay and benefits, conduct at work, disciplinary and grievance procedures, and termination of employment.
- 4.2 We will take appropriate steps to accommodate the requirements of different religions, cultures, and domestic responsibilities.

5. FORMS OF DISCRIMINATION

- 5.1 Discrimination by or against an employee is generally prohibited unless there is a specific legal exemption. Discrimination may be direct or indirect and it may occur intentionally or unintentionally.

5.2 Direct discrimination occurs where someone is treated less favourably because of one or more of the protected characteristics set out above. For example, rejecting an applicant on the grounds of their race because they would not “fit in” would be direct discrimination.

5.3 Indirect discrimination occurs where someone is disadvantaged by an unjustified provision, criterion or practice that also puts other people with the same protected characteristic at a particular disadvantage. For example, a requirement to work full time puts women at a particular disadvantage because they generally have greater childcare commitments than men. Such a requirement will need to be objectively justified.

5.4 Harassment related to any of the protected characteristics is prohibited. Harassment is unwanted conduct that has the purpose or effect of violating someone’s dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them.

Harassment is dealt with further in our Anti-harassment and Bullying Policy.

5.5 Victimisation is also prohibited. This is less favourable treatment of someone who has complained or given information about discrimination or harassment, or supported someone else’s complaint.

6. RECRUITMENT AND SELECTION

6.1 We aim to ensure that no job applicant suffers discrimination because of any of the protected characteristics above. Our recruitment procedures are reviewed regularly to ensure that individuals are treated on the basis of their relevant merits and abilities. Job selection criteria are regularly reviewed to ensure that they are relevant to the job and are not disproportionate. Shortlisting of applicants should be done by more than one person wherever possible.

6.2 Job advertisements should avoid stereotyping or using wording that may discourage groups with a particular protected characteristic from applying. Where possible, they should include an appropriate short policy statement on equal opportunities and a copy of this policy can be sent on request to those who enquire about vacancies.

6.3 We take steps to ensure that our vacancies are advertised to a diverse labour market. Where appropriate, the Company may approve the use of lawful exemptions to recruit someone with a particular protected characteristic - for example, where the job can only be done by a woman. The advertisement should specify the exemption that applies.

(b) Questions to establish if an applicant is fit to attend an assessment or any reasonable adjustments that may be needed at interview or assessment.

(c) Positive action to recruit disabled persons.

(d) Equal opportunities monitoring (which will not form part of the decision-making process).

6.5 Applicants should not be asked about past or current pregnancy or future intentions related to pregnancy. Applicants should not be asked about matters concerning age, race, religion or belief, sexual orientation, or gender reassignment.

6.6 We are required by law to ensure that all employees are entitled to work in the UK. Assumptions about immigration status should not be made based on appearance or apparent nationality. All prospective employees, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation. The list of acceptable documents is available from the UK Border Agency.

6.7 To ensure that this policy is operating effectively, and to identify groups that may be underrepresented or disadvantaged in our organisation, we monitor applicants' ethnic group, gender, disability, sexual orientation, religion and age as part of the recruitment procedure. Provision of this information is voluntary and it will not adversely affect an individual's chances of recruitment or any other decision related to their employment. The information is removed from applications before shortlisting, and kept in an anonymised format solely for the purposes stated in this policy. Analysing this data helps us take appropriate steps to avoid discrimination and improve equality and diversity.

7. STAFF TRAINING AND PROMOTION AND CONDITIONS OF SERVICE

7.1 Staff training needs will be identified through regular staff appraisals. All staff will be given appropriate access to training to enable them to progress within the organisation and all promotion decisions will be made on the basis of merit.

7.2 Our conditions of service, benefits and facilities are reviewed regularly to ensure that they are available to all staff who should have access to them and that there are no unlawful obstacles to accessing them.

MATERNITY POLICY

1. POLICY STATEMENT

1.1 This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for antenatal care, pregnancy-related sickness, health and safety, and maternity leave. It does not apply to agency workers or the self-employed.

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

2. DEFINITIONS

The definitions in this paragraph apply in this policy.

Expected Week of Childbirth: the week, starting on a Sunday, in which your doctor or midwife expects you to give birth.

Qualifying Week: the fifteenth week before the Expected Week of Childbirth.

3. PERSONNEL RESPONSIBLE FOR IMPLEMENTING THE POLICY

3.1 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

4. NOTIFICATION

4.1 You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations (see paragraph 7, Health and safety).

4.2 Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell us: (a) that you are pregnant;
(b) the Expected Week of Childbirth; and
(c) the date on which you would like to start your maternity leave (Intended Start Date) (see paragraph 9, Starting maternity leave).

4.3 You must provide a certificate from a doctor or midwife (usually on a MAT B1 form) confirming your Expected Week of Childbirth.

5. TIME OFF FOR ANTENATAL CARE

- 5.1 If you are pregnant you may take reasonable paid time off during working hours for antenatal care. You should try to give us as much notice as possible of the appointment.
- 5.2 We may ask you to provide the following, unless it is the first appointment: (a) a certificate from the doctor, midwife or health visitor stating that you are pregnant; and (b) an appointment card.

6. SICKNESS

- 6.1 Periods of pregnancy-related sickness absence shall be paid in accordance with your contract of employment in the same manner as any other sickness absence.
- 6.2 Periods of pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be recorded separately from other sickness records and will be disregarded in any future employment-related decisions.
- 6.3 If you are absent for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth, your maternity leave will usually start automatically (see paragraph 9, Starting maternity leave).

7. HEALTH AND SAFETY

- 7.1 We have a general duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have given birth within the last six months or are still breastfeeding.
- 7.2 We will provide you with information as to any risks identified in the risk assessment, and any preventive and protective measures that have been or will be taken. If we consider that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal work we will take such steps as are necessary (for as long as they are necessary) to avoid those risks. This may involve: (a) changing your working conditions or hours of work;
- (b) offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or
- (c) suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

8. ENTITLEMENT TO MATERNITY LEAVE

All employees are entitled to up to 52 weeks' maternity leave which is divided into:

- (a) Ordinary maternity leave of 26 weeks (OML).
- (b) Additional maternity leave of a further 26 weeks immediately following OML (AML).

9. STARTING MATERNITY LEAVE

- 9.1 The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).
- 9.2 You must notify us of your Intended Start Date in accordance with paragraph 4. We will then write to you within 28 days to inform you of the date we will expect you to return to work if you take your full entitlement to maternity leave (Expected Return Date).
- 9.3 You can postpone or bring forward your Intended Start Date by informing us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable.
- 9.4 Maternity leave shall start on the earlier of: (a) your Intended Start Date (if notified to us in accordance with this policy); or
- (b) the day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth; or
- (c) the day after you give birth.

- 9.5 If you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth, you must let us know as soon as possible in writing. Maternity leave will be triggered under paragraph 9.4(b) unless we agree to delay it.
- 9.6 If you give birth before your maternity leave was due to start, you must let us know the date of the birth in writing as soon as possible.
- 9.7 The law prohibits you from working during the two weeks following childbirth.
- 9.8 Shortly before your maternity leave starts, we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.

10. STATUTORY MATERNITY PAY

- 10.1 Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with paragraph 15). You are entitled to SMP if:
- (a) you have been continuously employed for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;
 - (b) your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the Government;
 - (c) you provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;
 - (d) you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of your intention to take maternity leave; and
 - (e) you are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

- 10.2 SMP is calculated as follows:
- (a) First six weeks: SMP is paid at the Earnings-Related Rate of 90% of your average weekly earnings calculated over the Relevant Period;
 - (b) Remaining 33 weeks: SMP is paid at the Prescribed Rate which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.

10.3 SMP accrues from the day on which you commence your OML and thereafter at the end of each complete week of absence. SMP payments shall be made on the next normal payroll date and income tax, National Insurance and pension contributions shall be deducted as appropriate.

10.4 You shall still be eligible for SMP if you leave employment for any reason after the start of the Qualifying Week (for example, if you resign or are made redundant). In such cases, if your maternity leave has not already begun, SMP shall start to accrue in whichever is the later of:

- (a) the week following the week in which employment ends; or
- (b) the eleventh week before the Expected Week of Childbirth.

10.5 If you become eligible for a pay rise before the end of your maternity leave, you will be treated for SMP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SMP will be recalculated and increased retrospectively, or that you may qualify for SMP if you did not previously qualify. We shall pay you a lump sum to make up the difference between any SMP already paid and the amount payable by virtue of the pay rise. Any future SMP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

11. TERMS AND CONDITIONS DURING OML AND AML

11.1 All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay. In particular: (a) benefits in kind shall continue; (b) annual leave entitlement under your contract shall continue to accrue (see paragraph 12, Annual leave); and (c) pension benefits shall continue (see paragraph 13, Pensions).

12. ANNUAL LEAVE

12.1 During OML and AML, annual leave will accrue at the rate provided under your contract.

12.2 Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your maternity leave, you should try to ensure that you have taken the full year's entitlement before starting your maternity leave. Any holiday entitlement that cannot reasonably be taken can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carryover of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.

13. PENSIONS

13.1 During OML and any further period of paid maternity leave we shall continue to make any employer contributions that we usually make into the relevant pension scheme applicable to your employment provided that you continue to make contributions based on the maternity pay you are receiving. During unpaid AML we shall not make any payments into the relevant pension scheme applicable to your employment. You do not have to make any contributions but you may do so if you wish, or you may make up for missed contributions at a later date.

14. REDUNDANCIES DURING MATERNITY LEAVE

14.1 In the event that your post is affected by a redundancy situation occurring during your maternity leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached regarding your continued employment. Employees on maternity leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

15. KEEPING IN TOUCH

15.1 We may make reasonable contact with you from time to time during your maternity leave.

15.2 You may work (including attending training) for up to ten days during maternity leave without bringing your maternity leave or SMP to an end. The arrangements, including pay, would be set by agreement with your manager. You are not obliged to undertake any such work during maternity leave. In any case, you must not work in the two weeks following birth.

15.3 Shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return. This may cover: (a) updating you on any changes that have occurred during your absence; (b) any training needs you might have; and (c) any changes to working arrangements (for example if you have made a request to work part-time; see paragraph 21, Returning to work part-time).

16. EXPECTED RETURN DATE

16.1 Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date has been changed (either because you gave us notice to change it, or because maternity leave started early due to illness or premature childbirth) we shall write to you within 28 days of the start of maternity leave with a revised Expected Return Date.

16.2 We will expect you back at work on your Expected Return Date unless you tell us otherwise. It will help us if, during your maternity leave, you are able to confirm that you will be returning to work as expected.

17. SHARED PARENTAL LEAVE

17.1 If you wish to return to work and transfer part of your maternity leave to the baby's father or your partner, then this should be done using Shared Parental Leave (SPL) which is a form of leave available to working parents following the birth or adoption of a child. It applies in respect of children who are expected to be born or adopted on or after 5 April 2015. To use SPL you will need to end your Maternity Leave, please refer to the separate Shared Parental Leave Policy for details.

18. RETURNING EARLY

18.1 If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice. It is helpful if you give this notice in writing.

18.2 If not enough notice is given, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

19. RETURNING LATE

19.1 If you wish to return later than the Expected Return Date, you should either: (a) request unpaid parental leave in accordance with our Parental Leave Policy, giving us as much notice as possible but not less than 21 days; or
(b) request paid annual leave in accordance with your contract, which will be at our discretion.

19.2 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.

19.3 In any other case, late return will be treated as unauthorised absence.

20. DECIDING NOT TO RETURN

20.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period.

20.2 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.

20.3 This does not affect your right to receive SMP.

21. YOUR RIGHTS WHEN YOU RETURN

21.1 You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been had you not been absent.

21.2 However, if you have taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same

position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

22. RETURNING TO WORK PART-TIME

We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute right to insist on working part-time, but you do have a statutory right to request flexible working and we will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if requests are made as early as possible. The procedure for dealing with such requests is set out in our Flexible Working Policy.

23. MONITORING AND REVIEW OF THE POLICY

23.1 We will continue to review the effectiveness of this policy to ensure it is achieving its stated objectives.

PATERNITY POLICY

1. POLICY STATEMENT

1.1 This policy outlines employees' entitlement to paternity leave and sets out the arrangements for taking it. The policy does not apply to agency workers or the self-employed.

1.2 No-one will be discriminated against or subjected to a detriment for taking leave in accordance with this policy.

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

2. DEFINITIONS

The definitions in this paragraph apply in this policy.

Partner: someone (whether of a different sex or the same sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.

Expected Week of Childbirth: the week, beginning on a Sunday, in which their doctor or midwife expects your spouse, civil partner or Partner to give birth.

Expected Placement Date: the date on which an adoption agency expects that it will place a child into your care with a view to adoption.

3. PERSONNEL RESPONSIBLE FOR IMPLEMENTING THE POLICY

3.1 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

4. TIME OFF FOR ANTENATAL CARE

4.1 As

(a) an expectant father or partner of a pregnant woman, or

(b) a potential applicant for a parental order in relation to a child who is expected to be born to a surrogate mother, or

(c) one of a same sex couple who is to be treated as a child's parent following assisted reproduction

you are entitled to unpaid time off to accompany the pregnant woman to up to two antenatal appointments. Each appointment can be up to a maximum of 6.5 hours.

4.2 We may require you to confirm in writing that

(a) you are entitled to take such time off;

(b) the purpose of the time off is to accompany the pregnant woman to the antenatal appointment;

(c) the appointment has been made on the advice of a doctor, midwife or nurse and

(d) the date and time of the appointment.

4.3 We may refuse a request to take off to accompany a pregnant woman to an antenatal appointment when it would be reasonable to do so.

5. ENTITLEMENT TO PATERNITY LEAVE

5.1 Certain employees can take paternity leave in relation to the birth or adoption of a child. However, in adoption cases paternity leave is not available to an employee who decides to take adoption leave. Further details of adoption leave are set out in our Adoption Policy.

5.2 You are entitled to ordinary paternity leave (OPL) if you meet all the following conditions:

(a) You have been continuously employed by us for at least 26 weeks ending with:

(i) in birth cases, the 15th week before the Expected Week of Childbirth.

(ii) in adoption cases, the week in which you or your Partner are notified by an adoption agency that you/they have been matched with a child.

(b) You:

(i) are the biological father of the child;

(ii) have been matched with a child by an adoption agency;

(iii) are the spouse, civil partner or Partner of the child's mother; or

(iv) are the spouse, civil partner or Partner of someone who has been matched with a child by an adoption agency.

(c) You:

(i) expect to have main responsibility (with the child's mother, co-adopter or adopter) for the child's upbringing; or

(ii) are the child's biological father and you expect to have some responsibility for the child's upbringing.

(d) Your intended leave is for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child.

Additional Paternity Leave has now been replaced by Shared Parental Leave full details of our policy are set out in our Shared Parental Leave Policy.

6. TIMING AND LENGTH OF PATERNITY LEAVE

6.1 OPL must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.

6.2 OPL can be taken from the date of the child's birth or adoption placement, but must end:

(a) In birth cases, within 56 days of the child's birth, or if they were born before the first day of the Expected week of Childbirth, within 56 days of the first day of the Expected Week of Childbirth.

(b) In adoption cases, within 56 days of the child's placement.

7. NOTIFICATION (BIRTH)

7.1 If you wish to take OPL in relation to a child's birth, you must give us notice in writing of your intention to do so and confirm:

- (a) The Expected Week of Childbirth;
- (b) Whether you intend to take one week's leave or two consecutive weeks' leave; and
- (c) When you would like to start your leave. You can state that your leave will start on:
 - (i) the day of the child's birth;
 - (ii) a day which is a specified number of days after the child's birth; or
 - (iii) a specific date later than the first date of the Expected Week of Childbirth.

7.2 You must give notice under paragraph 6.1 by the end of the 15th week before the Expected Week of Childbirth (or, if this is not possible, as soon as you can).

7.3 We may require a signed declaration from you that you are taking OPL for a purpose for which it is intended; namely, to care for the child or to support the child's mother in caring for the child.

7.4 If you wish to take APL in relation to a child's birth, you must provide us with the following at least eight weeks before the date on which you would like to start your leave:

- (a) A written "leave notice" stating:
 - (i) the Expected Week of Childbirth;
 - (ii) the child's date of birth; and
 - (iii) the dates on which you would like your APL to start and finish.
- (b) A signed "employee declaration" confirming that:
 - (i) you are either the child's father or that you are the spouse, Partner or civil partner of the child's mother;
 - (ii) apart from the child's mother, you have or expect to have the main responsibility for the upbringing of the child; and
 - (iii) you wish to take APL in order to care for the child.
- (c) A written "mother declaration" from the child's mother stating:
 - (i) her name, address and National Insurance number;
 - (ii) the date she intends to return to work;
 - (iii) your relationship with the child;
 - (iv) that, to her knowledge, you are the only person exercising an entitlement to APL in respect of the child; and
 - (v) that she consents to us processing the information she has provided.

7.5 We will write to you to confirm the start and finish dates of your APL within 28 days of receiving your leave notice, your employee declaration and the mother's declaration.

7.6 We may require you to provide a copy of the child's birth certificate and the name and address of the mother's employer or, if she is self-employed, her business address.

8. NOTIFICATION (ADOPTION)

8.1 If you wish to take OPL in relation to the adoption of a child, you must give us notice in writing of your intention to do so and confirm:

- (a) The date on which you and/or your spouse, civil partner or Partner were notified of having been matched with the child, together with the Expected Placement Date;
- (b) Whether you intend to take one week's leave or two consecutive weeks' leave; and
- (c) When you would like to start your leave. You can state that your leave will start on:
 - (i) the day on which the child is placed with you or the adopter;
 - (ii) a day which is a specified number of days after the child's placement; or
 - (iii) a specific date later than the Expected Placement Date.

8.2 You must give notice under paragraph 7.1 no more than seven days after you and/or your spouse, civil partner or Partner were notified of having been matched with the child (or, if this is not possible, as soon as you can).

8.3 We may require a signed declaration from you that you are taking OPL for a purpose for which it is intended; namely, to care for the child or to support your spouse, civil partner or Partner in caring for the child.

8.4 If you wish to take APL following a child's adoption, you must provide us with the following at least eight weeks before the date on which you would like to start your leave:

(a) A written "leave notice" stating:

- (i) the date on which you were notified that you had been matched with the child;
- (ii) the date on which the child was placed with you; and
- (iii) the dates on which you would like your APL to start and finish.

(b) A signed "employee declaration" confirming that:

- (i) you have been matched for adoption with the child;
- (ii) you are either the spouse, Partner or civil partner of the child's co-adopter; and
- (iii) you wish to take APL in order to care for the child.

(c) A written "adopter declaration" from the child's adopter stating:

- (i) their name, address and National Insurance number;
- (ii) the date they intend to return to work;
- (iii) that you are their spouse, Partner or civil partner; and
- (iv) that they consent to us processing the information they have provided.

8.5 We will write to you to confirm the start and finish dates of your APL within 28 days of receiving your leave notice, your employee declaration and the adopter's declaration.

8.6 We may require you to provide the following:

- (a) The name and address of the adopter's employer or, if they are self-employed, their business address.
- (b) Documentary evidence issued by the adoption agency that matched you with the child which confirms:
 - (i) the name and address of the adoption agency;
 - (ii) the date on which you were notified that you had been matched with the child; and
 - (iii) the date on which the agency expected to place the child with you.

9. CHANGING THE DATES OF OPL OR APL

9.1 Where you are to take OPL in respect of a child's birth, you can give us written notice to vary the start date of your leave from that which you originally specified in the notice given under paragraph 6.1. This notice should be given:

- (a) Where you wish to vary your leave to start on the day of the child's birth, at least 28 days before the first day of the Expected Week of Childbirth.
- (b) Where you wish to vary your leave to start a specified number of days after the child's birth, at least 28 days (minus the specified number of days) before the first day of the Expected Week of Childbirth.
- (c) Where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.

9.2 Where you are to take OPL in respect of a child's adoption, you can give us written notice to vary the start date of your leave from that which you originally specified in the notice given under paragraph 7.1. This notice should be given:

- (a) Where you wish to vary your leave to start on the day that the child is placed with you or the adopter, at least 28 days before the Expected Placement Date.
- (b) Where you wish to vary your leave to start a specified number of days after the child's placement, at least 28 days (minus the specified number of days) before the Expected Placement Date.
- (c) Where you wish to vary your leave to start on a specific date (or a different date from that you originally specified), at least 28 days before that date.

9.3 If you are unable to give us 28 days' written notice of the wish to vary the start of your leave as set out above, you should give us written notice of the change as soon as you can.

9.4 Where you are to take APL, following either the birth or adoption of a child, you are entitled to give us written notice to cancel or vary the start and/or finish dates that you previously notified to us in accordance with paragraph 6.4 or paragraph 7.4. You need to do this:

(a) At least six weeks before the date you originally told us was the date on which you wanted to start your APL; or

(b) If you want to start your APL earlier than that original start date, at least six weeks before the date on which you now wish your APL to start.

9.5 If you are unable to give six weeks' notice you should give us written notice of your wishes as soon as possible. However, in these circumstances, if we are unable to accommodate your request, we may require you to take a period of APL of up to six weeks starting on either your original or revised start date.

10. STATUTORY PATERNITY PAY

10.1 In this paragraph, Relevant Period means:

(a) In birth cases, the eight-week period ending with the 15th week before the Expected Week of Childbirth.

(b) In adoption cases, the eight-week period ending with the week in which you or your spouse, civil partner or Partner were notified of being matched with the child.

10.2 If you take OPL in accordance with this policy, you will be entitled to ordinary statutory paternity pay (OSPP) if, during the Relevant Period, your average weekly earnings are not less than the lower earnings limit set by the government.

10.3 OSPP is paid at a prescribed rate which is set by the government for the relevant tax year, or at 90% of your average weekly earnings calculated over the Relevant Period if this is lower. For details of the current prescribed rate, please contact your manager.

11. TERMS AND CONDITIONS DURING OPL

All the terms and conditions of your employment remain in force during OPL, except for the terms relating to pay. In particular:

(a) Benefits in kind shall continue;

(b) Annual leave entitlement under your contract shall continue to accrue; and

(c) Pension benefits shall continue (see paragraph 12).

12. ANNUAL LEAVE

12.1 During OPL, annual leave will accrue at the rate provided under your contract.

13. PENSIONS

13.1 During OPL we shall continue to make any employer contributions that we usually make into the relevant pension scheme applicable to your employment provided that you continue to make contributions based on the paternity pay you are receiving.

14. REDUNDANCIES DURING PATERNITY LEAVE

In the event that your post is affected by a redundancy situation occurring during paternity leave, we shall write to inform you of any proposals and shall invite you to a meeting before any final decision is reached regarding your continued employment.

15. RETURNING TO WORK

15.1 You are normally entitled to return to work following either OPL to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.

16. MONITORING AND REVIEW OF THE POLICY

16.1 We will continue to review the effectiveness of this policy to ensure it is achieving its stated objectives.

UNPAID PARENTAL LEAVE POLICY

1. POLICY STATEMENT

1.1 The law recognises, and we respect that there will be occasions when working parents wish to take time off work to care for or spend time with their child or children.

1.2 This policy reflects the statutory right of employees with at least one year's continuous service to take up to 18 weeks' unpaid parental leave in respect of each child.

1.3 No-one will be subjected to a detriment for taking or seeking to take parental leave in accordance with this policy.

1.4 This policy does not cover Shared Parental Leave, which is a separate right for new parents and adopters which can be taken during the first year after the birth or placement (in cases of adoption). Please refer to the Shared Parental Leave Policy for full details.

1.5 This policy does not form part of any employee's contract of employment and it may be amended at any time.

1.6 This policy does not apply to agency workers, consultants or self-employed contractors.

2. PERSONNEL RESPONSIBLE FOR IMPLEMENTING THE POLICY

2.1 Managers have a specific responsibility to ensure the fair application of this policy and all members of staff are responsible for supporting colleagues and ensuring its success.

3. ENTITLEMENT TO PARENTAL LEAVE

3.1 Employees who fulfil the criteria set out in paragraph 3.3 and paragraph 3.4 are entitled to take up to 18 weeks' parental leave in relation to each child for whom they are responsible. The rules on how and when parental leave can be taken are set out in paragraph 4 to paragraph 7.

3.2 Any parental leave that employees take in relation to a child while working for another employer counts towards their 18-week entitlement. If you have taken parental leave in relation to a child during previous or concurrent employment, you should provide details to your manager.

3.3 To take a period of parental leave in relation to a child, you must:

- (a) have at least one year's continuous employment;
- (b) have or expect to have responsibility for the child; and
- (c) be taking the leave to spend time with or otherwise care for the child.

3.4 You have responsibility for a child for the purposes of paragraph 3.3 if you:

- (a) are the child's biological mother or father (whether or not you are living with the child);
- (b) are the child's adoptive parent; or
- (c) otherwise have legal parental responsibility for the child. For example, if you are the child's guardian.

4. TIMING OF PARENTAL LEAVE

4.1 You can only take parental leave before the child's 18th birthday.

- 4.2 Unless the leave is to be taken in respect of a child entitled to a disability living allowance, you:
- (a) can only take parental leave in blocks of a week's leave or a multiple of a week's leave; and
 - (b) are only entitled to take four weeks' parental leave each year in relation to each child. A year for this purpose begins on the date when you became entitled to take parental leave in relation to the child in question.

5. NOTIFICATION REQUIREMENTS

- 5.1 You must give your manager notice of your intention to take parental leave. It would be helpful if you can give this notice in writing. The notice requirements are as follows:
- (a) If you wish to take parental leave commencing immediately on the birth of a child, you must give notice of this intention at least 21 days before the start of the expected week of childbirth (EWC). The notice must specify the EWC and the duration of the period of leave required.
 - (b) If you wish to take parental leave commencing immediately on the adoption of a child, you should give notice of this intention at least 21 days before the start of the expected week of placement (EWP). If this is not possible, you must give as much notice as you can. The notice must specify the EWP and the duration of the period of leave required.
 - (c) In all other circumstances, you must give notice of your intention to take parental leave at least 21 days before you intend the leave to start. The notice must specify the dates on which the period of leave is to begin and end.
- 5.2 If you wish to take a period of parental leave immediately after a period of ordinary paternity leave, it would be helpful if you could give your manager notice of that intention at least 21 days before the start of the EWC (or EWP, if applicable). If this is not possible, you should give as much notice as you can. If you do not give notice at least seven days before your period of ordinary paternity leave starts, we might not allow you to take the period of parental leave requested. However, we shall consider each case on its merits.

6. EVIDENTIAL REQUIREMENTS

- 6.1 Before you take a period of parental leave under this policy, you must provide us with evidence of:
- (a) your responsibility or expected responsibility for the child;
 - (b) the child's date of birth or date of adoption placement; and
 - (c) if applicable, the child's entitlement to a disability living allowance.
- 6.2 For details of what evidence is required in your particular circumstances, or if you have difficulties obtaining the evidence, please contact your manager.

7. OUR RIGHT TO POSTPONE PARENTAL LEAVE

- 7.1 Where you give notice in accordance with paragraph 5.1 of your intention to take parental leave on the birth or adoption of a child, we shall not postpone that leave.
- 7.2 We shall not postpone parental leave if, in the case of an adopted or disabled child, the postponement would result in the leave being taken after the child's 18th birthday.
- 7.3 However, in any other circumstances we might postpone a proposed period of parental leave for up to six months where the leave as planned would unduly disrupt our business. We might do so, for example, where:
- (a) you wish to take parental leave during a peak period;
 - (b) a number of employees wish to take parental leave at the same time;
 - (c) your work is of importance to a time-critical project; or
 - (d) cover for your work cannot be found before the date on which your parental leave is due to start.

7.4 If we decide to postpone your parental leave, we shall:

- (a) consult with you about the date to which the leave might be postponed; and
- (b) no more than seven days after you gave notice of your intention to take the leave, give you written notice stating the reason for the postponement and the new beginning and end dates of the leave which we will allow you to take.

7.5 You will not lose your parental leave entitlement if, because of our postponement of such leave, the leave remains untaken on your child's 18th birthday.

8. TERMS AND CONDITIONS DURING PARENTAL LEAVE

8.1 Parental leave under this policy is unpaid. Your contractual provisions relating to pay and benefits are suspended during parental leave.

8.2 However, during parental leave you are entitled to benefit from any contractual terms you have in relation to being given notice, redundancy compensation and disciplinary and grievance procedures.

8.3 During parental leave you will remain bound by your obligation of good faith towards us, as well as any contractual terms relating to the giving of notice, the disclosure of confidential information, the acceptance of gifts and benefits, and your freedom to participate in another business (for example, by working for a third party).

9. PENSIONS

9.1 If you are a member of a defined benefit (final salary) pension scheme, a period of parental leave under this policy will count towards your pensionable service.

9.2 If you are a member of a defined contribution (money purchase) pension scheme, we shall not make contributions during a period of unpaid parental leave.

10. RETURNING TO WORK

10.1 You are normally entitled to return to work following parental leave to the same position you held before commencing leave. Your terms of employment will be the same as they would have been had you not been absent.

10.2 However, it might not be possible for us to allow you to return to the same job where your period of parental leave has been longer than four weeks, or has been combined with a period of additional maternity, paternity or adoption leave. In such circumstances, we will offer you a suitable and appropriate alternative position.

10.3 We will deal with any requests by employees to change their working patterns (such as working part-time) after parental leave on a case-by-case basis, in accordance with our Flexible Working Policy. We will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of our business. It is helpful if flexible working requests are made as early as possible.

11. ABUSE OF THIS POLICY

Where an employee takes a period of parental leave under this policy for purposes other than spending time with or otherwise caring for their child, this will be dealt with as a disciplinary issue [under our Disciplinary Procedure].

12. MONITORING AND REVIEW OF POLICY

12.1 We will continue to review the effectiveness of this policy to ensure it is achieving the stated objectives.

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