

EMPLOYEE HANDBOOK



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Absence Policy

Your health and wellbeing are of the utmost importance and whilst we recognise that a certain level of absence is unavoidable for a variety of reasons, including ill health, we are also aware of the damage absence can cause to productivity and morale. To that end, we aim to strike a balance between the genuine need for absence and the pursuit of our business needs.

What Absences Does this Policy Cover?

This policy covers all absences except for:

- Approved holiday
- Family leave periods (e.g. maternity, paternity, adoption leave)
- Approved compassionate or special leave
- Pregnancy related absence
- Absences related to disability (unless it is justifiable to include them)

How Do I Notify You If I Am Absent?

If you are unable to attend work, you should call your manager well in advance of your start time, and in any event by no later than 10am. If your manager is not available, you should leave a message and try again later.

As a two-way dialogue is important to establish the nature and duration of your absence, we cannot accept notification of absence by text or email, or by anyone other than you (unless in exceptional circumstances, such as hospitalisation).

Please remain in regular contact with your manager throughout your absence. If your absence extends beyond the duration originally advised, please update us as soon as possible. We ask that you contact us 24 hours before any medical certificate is due to expire.

Unfortunately, if you fail to notify correctly of your absence, this may result in sickness payments being delayed or withheld and disciplinary action being taken.

What Paperwork Do You Need if I Am Absent?

If you are absent for up to seven calendar days, please obtain a self-certification form from your manager upon your return, complete this and return to your manager within three days.

If you are absent for more than seven calendar days, please ask your GP to provide a medical certificate stating the reason you are not fit for work. Please send this to your manager within three days of notifying us of your absence. If your absence continues, please continue to send additional certificates to cover the whole period of your absence.

Unfortunately, we can only pay Statutory Sick Pay on receipt of the correct certification. If you are unable to provide the appropriate certification, your absence will be classed as unauthorised and you may be subject to disciplinary proceedings.

Fit Notes and Alternative Work

As an alternative to returning to work fully, your GP may recommend you return with adjustments and we will do our best to offer such adjustments where possible. You should

ask your GP for as much detail as possible as to the kind of adjustments that would assist you.

If we are unable to provide you with a suitable return to work for whatever reason, you will continue to receive the correct level of sick pay for any period of certified as absence.

What Happens When I Return to Work?

Upon your return to work and at the earliest opportunity, we will conduct a return to work meeting to obtain further details of your absence, ensure you are fit to return and update you with regards to any work related notices you may have missed.

Will I Be Required to Have a Medical Assessment?

We are not medical professionals and we may therefore require further expert advice on the nature or duration of your illness or health condition to find out how best to support you. In such instances we will inform you of the reasons for our request and details of who we wish to obtain information from, this could be your GP, a Specialist, an Occupational Health Provider, or other Medical professional.

If any subsequent report reveals that you are no longer able to perform your duties, undertake alternative duties and/or there is no indication of when you will be likely to return to work, we may have no choice but to terminate your employment in line with our disciplinary procedure, we will only do this as a last resort.

What Happens to my Holiday if I'm Ill?

If you fall ill during a period of annual leave, you may be able to arrange to take the affected part of that leave later, subject to normal annual leave procedures.

Please provide a medical certificate from the first day of illness and notify your manager as soon as you become ill. If there is a charge associated with obtaining a medical certificate, it is your responsibility to pay this.

If your period of sick leave extends into the next holiday year, or if there isn't enough time in the current holiday year to take your remaining holiday entitlement, it may be carried forward into the following leave year. Alternatively, we may allow you to take a payment in lieu. Any carried forward annual leave not taken within 18 months of the end of the year that it accrues (whether you have returned to work or not) will be lost.

If you are absent due to long term sickness, you may choose to take a period of accrued annual leave during your absence, payable at your normal basic rate.

What Happens if We Believe an Absence Isn't Genuine?

Whilst we are sure that most absences are genuine, where we have reasonable grounds to believe an absence is not genuine, the sickness or injury is attributable to misconduct at work, or that you are not doing all you can to assist yourself back to work, we may take action against you in line with our disciplinary procedure regardless of whether or not medical proof is provided.

What About Accidents at Work?

If you have an accident at work, you should report it immediately to your manager, and to the customer if your accident takes place on their premises.

If your accident results in an injury that may mean you are absent, we may offer you light or restricted duties, if appropriate, until you have sufficiently recovered to resume your normal duties. We will discuss this with you and may ask for input from your GP or our Occupational Health provider. We will try to ensure any light duties effectively utilise your knowledge and skills. If we offer you suitable light duties, you are expected to take them.

Periods of industrial injury absence will be counted as normal sickness absence for the purposes of any sick pay.

What Are the Company's Absence Triggers?

Short term periods of sickness absence can cause operational disruption and long-term periods of absence can have a negative effect on business performance, so we monitor levels of sickness absence and manage this in line with our disciplinary procedure where appropriate.

For cases that may be related to pregnancy or disability we will involve HR.

As a guide to when we may take formal action and to ensure fairness and consistency, we have set out the following triggers, which are monitored over a twelve-month rolling period:

2 occurrences	written warning live for 12 months from date of issue
4 occurrences	final written warning live for 12 months from date of issue
6 occurrences	dismissal

These occurrences are cumulative, where you have a further 3 occurrence of absence in a rolling twelve-month period, you will reach the next formal stage of the process.



How Does Long Term Sickness Differ?

We know you may have a specific medical condition or injury that prevents you from working normally and results in a period of long-term absence, or frequent short-term absences. Our aim is to assist you to overcome the problems preventing you from working normally and we may utilise several methods to help us do this.

As these steps are designed to help you back to work, we do expect you to cooperate fully. These steps are:

1. Continuous review of absence rates
2. Maintain frequent contact
3. Obtain medical reports as necessary
4. Identify and consider reasonable measures to assist, where appropriate
5. Regular review of measures in place
6. Utilise our disciplinary procedure as appropriate

This list is non-exhaustive.

If you are unwilling to cooperate with the above, or any other actions deemed reasonable and appropriate to help you return to work, this may reduce your prospects of continued employment.

Regrettably, there are times when we must consider termination of employment as an appropriate step. We will only do so after following our disciplinary process and after every attempt has been made to meet formally with you.

Before we decide, we will consider all alternatives, review your health situation, your past record, future prognosis and likely pattern of attendance and we may also seek medical advice. Any decision to terminate will be a last resort and you will have the right to appeal.



Holiday Policy

Due to the nature of your work all holidays must be taken outside of UK school term time.

What If I Have Just Joined the Company and Have Holiday Plans?

Please let us know as soon as possible if you are already committed to holiday plans when you join us, we will discuss with you whether you can take this time from your annual leave allowance, or if you may need to take unpaid leave.

What If I Need Time Off

In special circumstances we may authorise additional leave, but this will normally be unpaid. Please speak to your manager.

What Happens If My Employment Ends?

In the holiday year that your employment ends, we will calculate your entitlement on a pro-rata basis for each complete month worked.

If you resign or are dismissed (except in cases of summary dismissal) and you have not taken all your accrued holiday entitlement, you will be paid for your accrued entitlement up to the date of termination of your employment.

If you have taken more annual leave than you are entitled to, we will deduct any overpayment from your wage in line with the Deductions from Wages clause in your contract of employment.

Any holiday paid or deducted will be payable at your salary rate as at 31st December of the year to which the entitlement relates.

If I Am Absent, What Happens to my Holidays?

Where you are absent due to illness, or through family leave, you will continue to accrue your holiday leave as normal.

Holiday entitlement will not accrue during any period of study leave or sabbatical leave, unless we agree this with you beforehand.

Can I Carry Forward Holiday into Next Year?

Not usually, we normally require you to take all of your holiday entitlement in the relevant holiday year so that you can rest and recuperate.

However, in certain circumstances this isn't possible – for example where you have been absent due to long term sickness or maternity leave. In this case you will be allowed to carry forward any statutory holiday entitlement into the next holiday year. Any holiday booked will be allocated using carried over holidays first.

If you do carry forward holiday, you must use this holiday entitlement in the next holiday year, otherwise it will be forfeited. We may, at our discretion, allow you to take a payment in lieu of any holidays unused as a result of absence due to long term sickness or maternity.



Equality Policy

We are committed to providing equal opportunities in employment, and to avoiding unlawful discrimination in employment or to our customers. We pledge to promote the continued development of all policies, procedures and practices which do not discriminate unfairly on the grounds of gender, marital status, age, disability, race, colour, religious belief, ethnic origin or sexual orientation.

We will continue to implement positive action programmes that remove barriers to equality and promote concepts of diversity and equality of opportunity in all activities.

We will work to eliminate unfair discrimination, redress imbalances, and foster an ethos of equality. We will continue to develop guidelines and codes of practice which will enhance our commitment to the principle of equality.

You are expected to accept your personal responsibility for the practical application of this policy through your equal treatment of colleagues. This will ensure that the policy is applied throughout every aspect of the business.

What Does the Law Say About Discrimination?

We take equal opportunities in the workplace extremely seriously and recognise that the law also protects individuals against acts of discrimination.

It is unlawful to discriminate directly or indirectly, in either recruitment or employment, on the grounds of gender, marital status, family status, race, religion, sexual orientation, disability, age, gender reassignment, or pregnancy.



It is unlawful to treat somebody less favorably on the grounds of disability, unless such treatment can be justified. You must also make all reasonable adjustments to overcome barriers to employment caused by disability.

It is unlawful to discriminate unjustifiably on the grounds of age in relation to employment. Discrimination after employment may be unlawful, e.g. in refusing to give a reference or in the form of reference given.

It is unlawful to discriminate directly or indirectly in the provision of goods, facilities or services to customers on the grounds of gender (which may include gender reassignment), race, colour, nationality, religion, marital status, family status, sexual orientation, disability, age or membership of the Traveller community.

It is unlawful to discriminate, without justification, on grounds of disability or to fail to make reasonable adjustments to overcome barriers to using services caused by disability. The duty to make reasonable adjustments includes the removal, adaption or alteration of physical features, if the physical features make it impossible or unreasonably difficult for disabled people to make use of services.

Some types of harassment or bullying can also be unlawful discrimination.

It is unlawful to victimize someone because he or she has alleged unlawful discrimination, supported somebody to make a complaint, or given evidence in relation to a complaint. The Company will avoid unlawful discrimination in all aspects of employment including recruitment, promotion, opportunities for training, pay and benefits, discipline and selection for redundancy.

We are committed to the equal opportunity of employment; thus, all employment decisions will be based on merit, qualifications, and abilities. No employment related decisions will be influenced or affected by an employee's race, colour, nationality, religion, sex, marital status, family status, sexual orientation, disability, or age. Implied in all the company's contracts of employment is a commitment to equal pay for like work. We fully endorse a working environment free from discrimination, harassment and sexual harassment.

We will strive for recruitment, employment, training and promotion practices and policies that are free of barriers, be they systemic or deliberate, which directly or indirectly discriminate against people.

Training, experience and promotional opportunities are open to all employees. All decisions made will be based on employees' existing skills, knowledge and the attitude required to perform the job effectively and efficiently, to the standards required by the Company both now and for the future.

All employees with similar job descriptions or performing similar functions/roles within this company will be treated equally in all aspects of their terms of employment, i.e. working conditions, selection for short term working, transfers, procedures for disciplinary measures and termination of employment.

It is the responsibility of every Manager in this company to support and communicate the Equal Opportunities Policy. Managers must encourage open discussion with their employees to identify and resolve problem areas. You hold a personal responsibility to comply with this policy, including maintaining acceptable standards of behavior at all times towards all colleagues and customers alike.

You are encouraged to raise questions or concerns about discrimination in the workplace and are advised to bring these issues to the attention of your manager promptly as they arise. We assure you that any concerns or reports made will be without fear of reprisal. Should you engage in any form of discrimination, you will be subject to the disciplinary action up to and including termination.

What Is My Responsibility to This Policy?

You are required to help meet our commitment to provide equal opportunities in employment and avoid unlawful discrimination.

You can be held personally liable as well as, or instead of, the Company for any act of unlawful discrimination. Anyone who commits serious acts of harassment may be guilty of a criminal offence.

Acts of discrimination, harassment, bullying or victimization against colleagues or customers are disciplinary offences and will be dealt with under our disciplinary procedure. Discrimination, harassment, bullying or victimization may constitute gross misconduct and could lead to dismissal without notice.

What Should I Do If I think I Have Been Discriminated Against?

If you think you may have been unlawfully discriminated against, you should use our grievance procedures to make a complaint.

We will take any complaint seriously and will seek to resolve any grievance which we uphold. You will not be penalised for raising a grievance, even if the grievance is not upheld, unless your complaint is both untrue and made in bad faith.

Bullying and Harassment Policy

Bullying and harassment can have a devastating effect on your health, confidence, morale and performance, and a damaging effect on your colleagues who may be witness to such behaviours. You are entitled to a working environment that respects your personal dignity and is free from such objectionable conduct. In addition, bullying and harassment can give rise to civil and criminal liability both on the part of the individual and the company. Every employee has a part to play in upholding this policy.

What is Bullying?

Bullying may be characterised as offensive, malicious, intimidating, or insulting behaviour. It can be an abuse or misuse of power through means that undermine, humiliate, denigrate, or injure the recipient.

What is Harassment?

Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to 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. Harassment is unacceptable even if it doesn't fall within any of these categories. Harassment related to a relevant protected characteristic is also likely to be unlawful discrimination.

We will treat harassment as a disciplinary offence, investigate all incidents and deal with them accordingly under our disciplinary procedure.

Harassment doesn't have to be unacceptable language or behaviour that causes the recipient to be embarrassed, offended or threatened. Someone may complain about a behaviour they find offensive, even if it was not directed at them. The person complaining doesn't need to possess a protected characteristic themselves. Harassment could also be behaviour directed at someone who associates with a person who has a protected characteristic, or because they are believed to possess a protected characteristic even if they don't.

What are some Examples of Bullying or Harassing Behaviour?

- Coarse or insensitive jokes and pranks
- Comments about appearance or character
- Display or distribution of offensive material (whether written or pictorial)
- Deliberate exclusion or isolation from conversation or activities
- Unwelcome familiarity or body contact
- Abusive, insulting, or threatening language

- Demands, threats or abuse of power to intimidate or obtain favours
- Threatened or actual violence

How Should I Deal with Unwanted Conduct?

You may seek confidential assistance from us at any time. You are entitled to try to resolve the problem yourself if you wish, by explaining to your colleague that their behaviour is not welcome, that it offends or makes you uncomfortable and that it interferes with your work.

If you find it too difficult or embarrassing to do this, you may ask a work colleague to participate in an informal meeting between you and the individual concerned, or to approach them directly on your behalf.

This informal stage will not result in any formal internal investigation or disciplinary. It is intended to enable you to resolve the matter without it going any further.

If you think you have been subjected to conduct amounting to a criminal offence (such as a sexual assault), please seek the assistance of your manager or a colleague to accompany you in making a formal complaint to the police, or to provide you with any other assistance you need. With your permission, your manager or colleague will inform us of the circumstances of the case and liaise with us to arrange special discretionary compassionate leave for you if requested.

Where an informal resolution is not appropriate, unsatisfactory, or not requested, you may make a formal complaint to us. A colleague or manager can help you prepare your complaint and accompany you to any meetings.

How Will You Deal with My Complaint?

We take all complaints very seriously and will thoroughly investigate. This investigation will be conducted in an independent and objective manner by someone unconnected with the allegations and at least of equal grade/status to the alleged harasser. We may involve a third party if we feel this would achieve a more independent investigation.

We will conduct investigations with sensitivity and due respect for the rights of both you and the alleged harasser. Any employee interviewed during the investigation will have the right to be accompanied by a colleague or trade union representative and the importance of confidentiality will be stressed to all, along with a strict requirement not to discuss the complaint with colleagues or friends. Any breach of this confidentiality may result in disciplinary action.

You will be kept informed of the general progress of the investigation and whether your complaint has been upheld and is to result in disciplinary action, although we will respect the right of the confidentiality of the alleged harasser as to the outcome of any disciplinary action.

If you do make a complaint about bullying or harassment, you will not be treated differently or victimised for doing so. Malicious or unfounded complaints made in bad faith may though be treated as a disciplinary offence.

Disciplinary Policy

We don't like having to use our disciplinary policy, but it's in place to ensure that our processes and policies are followed.

We have high standards for both behaviour and performance and where this is not the case, we may use this policy to try and correct instances of misconduct or poor performance. It provides guidance for all involved in the process and ensures that any action taken is fair, consistent, and reasonable.

Will Formal Action Always be Carried Out?

Not always, if an issue is minor, and you have no live warnings for similar issues, we will endeavour to deal with the matter informally and discuss how you can improve. However, we may need to instigate this process if previous informal discussions have not worked, or we feel the issue is too serious to be dealt with informally.

What Are the Steps for Formal Action?

We will usually adopt the following steps:

1. Investigation – gathering facts
2. Formal invite to attend disciplinary hearing
3. Formal disciplinary hearing
4. Written confirmation of the outcome
5. Appeal

Step 1 – Investigation – Gathering the facts

First, we will carry out a full investigation. This will involve gathering the facts and any evidence, including witness statements, and may include an investigation meeting with you. We do not need to give you formal notification for an investigation meeting and you do not have the right to be accompanied as no decisions are made at this stage.

If our investigation finds that there are reasonable grounds to believe that an offence has been committed, due consideration will be given to all of the circumstances including: the spirit of the rule that has been breached, your previous record, and consistency of approach.

Once the investigation is complete, the investigating manager will pass the details of the case to a second impartial manager (of the same or higher managerial level), if appropriate, for a disciplinary hearing to be held.

Suspension

Where there is a potential issue of gross misconduct, we may choose to suspend you on full pay pending an investigation of the facts. This suspension does not imply guilt but is undertaken as a precaution. If following an investigation, it is found that no offence has been committed, the suspension will not prejudice your record.

Step 2 - Invite to disciplinary hearing

Should the investigation conclude there is a case to answer, you will be invited, in writing, to a formal disciplinary hearing. You will be given reasonable time to prepare for the meeting and organise representation. As a guide, we consider two working days to be reasonable notice.

Our invite letter will contain enough information about the alleged misconduct / poor performance and its possible consequences to enable you to prepare to answer the case. You will be given copies of all documentation, statements, etc. gathered during the investigation, and that may be referred to during the disciplinary hearing, or that may be relevant to your defence. We will not rely on any documentation not previously shared with you.

Our invitation will also give details of the time and venue for the meeting and advise you of your right to be accompanied. This may be by a work colleague or certified Trade Union Representative.

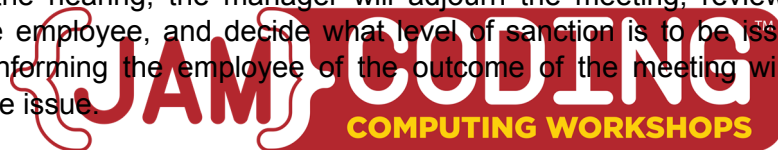
If either party intends to call relevant witnesses to give evidence at the hearing, they are required to give a reasonable amount of advance notice.

Step 3 – Disciplinary hearing

At the meeting, the meeting chair will present the evidence gathered from the investigation concerning the alleged misconduct / poor performance. You will be:

- Allowed to set out your case and answer any allegations made
- Given a reasonable opportunity to ask questions, present evidence, and call relevant witnesses.
- Given an opportunity to raise points about any information provided by witnesses.

At the end of the hearing, the manager will adjourn the meeting, review the information provided by the employee, and decide what level of sanction is to be issued, if any. The timeframe for informing the employee of the outcome of the meeting will depend on the complexity of the issue.



Step 4 – Written confirmation of the outcome

The outcome letter should specify:

- The nature of the offence(s).
- The level of sanction being given and the period that it will remain 'live'.
- The corrective action required.
- The specified time to achieve the improvement.
- The consequences of repetition of the incident, failure to take corrective actions, or future misconduct / poor performance.
- The right of appeal details.

Formal Written Warning – Live for 12 months

The employee will normally, in the first instance, be given a formal written warning.

Final Written Warning – Live for 12 months

If the offence is a serious one, or if a further offence occurs, a final written warning will be given.

Dismissal

If conduct / performance remains unsatisfactory and the employee fails to reach the standards set, the result will normally be dismissal. The employee will be provided, as soon as reasonably practicable, with a written reason for dismissal, the date on which employment will terminate and the details of their right of appeal.

Gross Misconduct & Summary Dismissal

Following completion of the disciplinary hearing, the manager may decide that the incidence of misconduct is so serious it is deemed as 'gross misconduct'. Gross misconduct is misconduct so serious that it constitutes a fundamental breach of the contract of employment and would make continuation of the employment relationship intolerable. This justifies summary dismissal (i.e. dismissal without notice or pay in lieu of notice being given).

Some examples of gross misconduct are:

- Dishonesty.
- Serious breach of confidence.
- Theft, including fraudulently claiming payment for work not done, expenses, sick pay etc.
- Deliberate falsification of records.
- Violence and fighting, physical assault or extreme insulting behaviour.
- Harassment.
- Malicious damage to company, customer, or fellow employee's property.
- Leaving a place of work without permission, or without sufficient cause.
- Conduct in a manner likely to bring discredit to the Company, client, or a fellow employee.
- Being unfit for duty through alcohol and illegal drugs, including smelling of intoxicating liquor.
- Failure to notify us of any conviction for a criminal or motoring offence, or police caution, or having been summoned or charged with any offence.
- Conviction of an offence.
- Use of a client's equipment or facilities without permission.
- Serious cases of non-compliance with health and safety procedures.
- Causing damage to company or customers property, or failing to report the same.
- Assault or verbal abuse of customers, fellow employees, management, or a member of the public.
- Refusal to carry out a reasonable instruction.
- Use of offensive language.
- Absence from an assignment without authority.
- Refusal to carry out a rostered assignment or change from one to another at the discretion of the company.
- Jeopardising or interfering with the Company/Client relationship.

This list is non-exhaustive.

Step 5 - Appeal

All employees have the right to appeal against any warning issued. An appeal is not to repeat the original investigation, but to focus on specific factors that the employee feels may not have been given sufficient consideration (e.g. bias, inconsistency, unfairness, or additional factors). The letter of appeal should be sent to the designated person specified in the outcome letter and by the deadline given.

The appeal should be handled impartially, usually by a manager senior to the disciplining manager/supervisor and who has not previously been involved in the case.

The employee will have the right to be accompanied at the appeal by a work colleague or a certified Trade Union Representative nominated by the employee.

The employee will be given the opportunity to state the grounds on which the appeal is made. When all the facts/evidence have been presented, the hearing will be adjourned. The manager hearing the appeal will consider all the facts before reaching a decision.

The decision of the manager hearing the appeal is final. This will be confirmed to the employee in writing.

In the case of an employee being dismissed, where the decision is upheld, the effective date of dismissal will be the date the employee was originally dismissed. The employee shall not receive pay pending the outcome of their appeal hearing, other than that covering the period of notice (where applicable).

Representation at meetings

Employees have a statutory right to be accompanied. The chosen companion may be a work colleague or a trade union representative from a recognised Trade Union. The person who the employee wishes to be accompanied by must be a reasonable choice.

The role of the representative:

- To help the employee prepare what to say at the hearing
- To accompany the employee to the hearing
- To ensure the process is fair
- To support the employee throughout proceedings
- The representative should be allowed to address the hearing, sum up the employee's case, respond on behalf of the employee to any views expressed at the meeting, and confer with the employee during the hearing.
- They can request reasonable adjournment at any time during the meeting if there is a need to speak to the employee.

The representative does not have the right to answer questions on the employee's behalf or prevent the hearing manager explaining their case.

Note Taking

It is important that the manager holding the meeting is accompanied by a colleague whose responsibility it would be to take full notes and record all questions and answers. A copy should be placed in the employee's personal file.

Please note that copies of these notes may be requested by a number of third parties (including employment tribunals) and therefore the notes should be written up without delay, reflecting the main points shown below.

Copies of meeting records should be given to the employee, including copies of any formal minutes that may have been taken. In certain circumstances, for example to protect a witness, the employer might withhold some information.

The notes should include the following information:

- Date and time of the meeting
- Location
- Individuals present including job titles/roles
- Purpose of meeting
- All questions and the responses
- Action taken (if confirmed at the meeting)

Short Service

In the first two years of your employment, including any probation period, we reserve our rights to shorten this procedure. We may do this if we believe that warnings or further training will not lead to sufficient or sustained improvement. In particular, we may consider dismissal for an initial breach of disciplinary provisions other than gross misconduct.

Medical Capability

As matters of capability are dealt with under our disciplinary process, we will use this to invite you to any meetings required to discuss your medical capability.

We will always endeavour to:

- Obtain up to date medical advice from your doctor / specialist / Occupational Health
- Consider adjustments to the working environment or any alternative employment available where reasonably practical.
- Provide extra support where reasonably practical
- Consult you about available options and consider your views on your health and continuing employment

We normally dismiss where medical opinion indicates no, or insufficient improvement is likely within a reasonable timescale.



Grievance Policy

We know the most satisfactory solution to a problem is when agreement is reached between an individual, or group, and their manager. We believe problems should be resolved as swiftly as possible and at the point closest to where they were originally raised, regardless of whether this is an individual or collective concern.

Our grievance procedure is designed to:

- Provide guidance to our employees, managers, and employee representatives
- Resolve problems via a fair, consistent and reasonable way
- Ensure employees understand their rights and duties

If the problem under review originates from a company instruction, you must implement that instruction pending the completion of the grievance procedure, provided this is in accordance with safe working practices.

Does This Policy Cover Everything?

There are a small number of problems that are excluded from resolution under our grievance procedure, as follows:

- Matters of discipline or capability covered by our disciplinary or capability procedure, including grievances connected to alleged misconduct or performance issues that are already subject to a disciplinary or capability hearing.
- An individual grievance that is already the subject of, or linked to, a collective dispute already raised.
- Any attempt to restart a grievance previously heard within a six-month period, unless management have failed to implement actions to redress the situation as agreed.
- Queries about pay, which should be raised with your manager so as to avoid hardship. If you are still dissatisfied after this, you should then pursue a grievance.

What is the Grievance Process?

Stage One – Informal Procedure

If you have a problem or query, you should raise it with your manager in the first instance. Every effort will be made to resolve the issue at this informal stage and the company will give advice, information and the appropriate authority to the manager in order to do so.

Stage Two – Formal Procedure

If the manager has not been able to resolve the problem informally, or if you are dissatisfied with the suggested solution, you should raise a formal grievance in writing.

You will be invited to attend a grievance meeting; this invite will detail the date, time and venue for the meeting and advise you of your right to be accompanied by either a work colleague or a certified trade union representative.

At the meeting, you will be allowed to explain your grievance in full and detail how you think it can be resolved. The manager may need to adjourn the meeting to carry out any additional investigations.

Following the meeting, the manager will decide on what, if any, action to take. This decision will be communicated to you in writing and without delay. If appropriate, the letter should set out any remedial action to be taken and the timeframes for doing so, it will also detail the appeal process.

Stage Three – Appeal

If you are not satisfied with the outcome of the grievance, you may appeal in writing, outlining the grounds upon which you are dissatisfied. This letter should be sent to the person indicated, by the date specified, in the grievance outcome letter.

The appeal will be handled by someone who is impartial and has not been involved in the case previously. You will be invited in writing to an appeal hearing; the invite will detail the date, time and location of the meeting and you will be advised of your right to be accompanied by a work colleague or certified trade union representative.

At the meeting, you will present the reason for your appeal and your desired outcome.

At the end of the meeting, the appeal chair will adjourn the meeting, review the information provided and decide whether to uphold the outcome of the original grievance, or take other action as deemed appropriate.

This decision will be confirmed in writing, detailing the outcome and reasons behind the decision. The appeal outcome is the end of this formal process.

Representation At Meetings

You have a statutory right to be accompanied. Your chosen companion may be a work colleague or a trade union representative from a recognised Trade Union. The person who you wish to be accompanied by must be a reasonable choice.

The role of the representative is:

- To help you prepare what to say at the hearing
- To accompany you to the hearing
- To ensure the process is fair
- To support you throughout proceedings
- They can request reasonable adjournment at any time during the meeting if there is a need to speak to you.

The representative does not have the right to answer questions on your behalf or prevent the hearing chair from speaking.

Note Taking

It is important that the person chairing the meeting is accompanied by a colleague whose responsibility it would be to take full notes and record all questions and answers. A copy will be placed in your file.

Please note that copies of these notes may be requested by a number of third parties (including employment tribunals) and therefore the notes should be written up without delay.

Copies of meeting records will be given to you, including copies of any formal minutes that may have been taken. In certain circumstances, for example to protect a witness, we might withhold some information.



Maternity Policy

The arrival of a new baby is an exciting, happy event, and the aim of this policy is to enable you to concentrate on this by setting out clearly some important details including your maternity pay, your employment situation and your need to attend appointments.

This policy applies to all pregnant employees, regardless of their age or length of service.

How Do I Notify You of My Pregnancy?

The regulations relating to maternity provisions are complex. In order to assess your entitlements correctly we need the following information no later than 15 weeks before your expected date of childbirth. You can use our pregnancy notification form to provide this:

- When your baby is due
- When you would like your maternity leave to start
- How many weeks of maternity leave you wish to take

You will also need to provide us with a copy of your MATB1 certificate once you are issued this.

How Will You Keep Me Safe During My Pregnancy?

We carry out a health and safety risk assessment to protect the health of new and expectant mothers. We will do this once you have notified us that you are pregnant. We will also conduct a risk assessment once you return to work if you gave birth in the last 6 months or if you are breast feeding.

Am I Entitled to Time off For Appointments?

Yes, once you have notified us that you are pregnant, you will be entitled to take reasonable paid time off work to attend antenatal appointments. Please arrange appointments outside of your working hours where possible. Alternatively, please arrange them for the start or end of the working day. Your manager may ask to see your appointment card / letter.

What Maternity Leave Am I Entitled To?

As a pregnant employee you are entitled to take 26 weeks of **Ordinary Maternity Leave** (OML) and up to 26 weeks of **Additional Maternity Leave** (AML), making a total of 52 weeks. This is regardless of your length of service or the number of hours you work. The legal provisions that apply to OML and AML differ slightly.

Immediately after the birth of your baby you must remain absent from work for a minimum of 2 weeks (or 4 if you work in a factory environment). This is known as Compulsory Maternity Leave.

You continue to benefit from your terms and conditions of employment during OML and AML although there are some exceptions, particularly remuneration.

If you are eligible you may also choose to switch to shared parental leave. Please see our Shared Parental Leave Policy for more details.

When Can I Start My Maternity Leave?

You can start maternity leave up to 11 weeks before your Expected Week of Childbirth (EWC) although you will not be able to commence maternity leave any later than the EWC that is stated on your MATB1 Certificate, which will be issued to you by your midwife around the 24th week of pregnancy. To protect the health of both you and your unborn baby, if you fall ill with a pregnancy related illness in the 4 weeks prior to your maternity leave start date then your maternity leave will immediately be activated.

Can I Alter My Start or End Dates?

If you change your mind about the date you want your maternity leave to start, you must give us 4 weeks' notice in writing.

If you change your mind about the date you want your maternity leave to end, you must give us 8 weeks' notice in writing.

What Happens to My Holiday Entitlement?

While you are on Maternity Leave you will continue to accrue holiday entitlement, however you cannot take annual leave during maternity leave.

We appreciate that you may wish to extend your leave slightly through taking your paid annual leave at either end of your maternity leave period. If it is more beneficial to you, you can choose instead to be paid for any outstanding holidays, in which case payment would be made to you.

Maternity Pay

Statutory Maternity Pay (SMP)

You may be eligible for Statutory Maternity Pay (SMP). To qualify for SMP you must have:

- Been employed continuously by the Company for at least 26 weeks including the 15th week before the Expected Week of Childbirth.
- Earn at least the lower earnings limit for National Insurance contributions.
- Stopped work because of pregnancy.

If you do not qualify for Statutory Maternity Pay, we will notify you in writing. In this case you may be able to receive a Maternity Allowance which is paid by the Department For Work & Pensions.

SMP is payable at two rates and is paid for a maximum of 39 weeks. This will consist of 6 weeks of 90% of your current basic earnings and the following 33 weeks at the current statutory rate.

Statutory Maternity Pay will cease if during the period in which SMP is paid, you:

- travel outside the European Community;
- are taken into legal custody;
- return to work;
- start work for another employer.

Can I Do Any Work at All Whilst on Maternity Leave?



You have the option to come back to work for up to 10 Keeping in Touch days throughout your maternity leave. Any work done on a KIT day counts as one full day, even if you only come into work for 1 hour. For any KIT days you do work, your Statutory Maternity Pay will be topped up to your normal basic salary. KIT days need to be mutually agreed with your manager, they do not extend your OML or AML and there's no obligation for us to offer you, or for you to accept, KIT days.

What Happens When I Return to Work?

You have a right to return to work at the end of your Maternity Leave. If you have taken Ordinary Maternity Leave you are entitled to return to the job in which you were employed before your maternity leave started and on terms and conditions no less favourable. If Additional Maternity Leave has been taken, it may not be practical for you to return to your original job, e.g. because of changes in workload or the type of work. If this situation arises your line manager will hold a discussion with you, and you will be offered a suitable alternative post.

If you are ill when you are due to return to work, the normal sickness absence procedure will apply and if you are ill for more than 1 week you will need to provide a "fit to work" note from your doctor/ hospital.

What If I Don't Want to Return?

If for any reason you do not wish to return to work following maternity leave, this will be classed as a resignation and you will be required to give your Line Manager written notice as outlined in your contract of employment. Prior to doing this, we would ask that you discuss your options with your manager as there may be different career choices that work for both you and the Company.

What Happens in Exceptional Circumstances?

Early Births

If your baby is born early, your maternity leave and pay will begin automatically, on the day your baby is born. Your return to work will therefore be calculated from this date.

Late Births

If your baby is born after the Expected Week of Childbirth, your Maternity Pay will not be affected and your return to work date will continue to be calculated from the start of your Ordinary Maternity Leave.

Stillbirths

In the tragic event of you suffering a stillbirth after the 24th week of pregnancy, you will still be entitled to receive your full entitlements to Maternity Leave and Maternity Pay. You may also be eligible for Statutory Parental Bereavement Leave and Pay. Please talk to us about any additional support you may like us to provide.

Paternity Policy

This policy and associated procedure sets out the key principles of Paternity leave and Paternity pay. Eligible employees (including parents who have a child through adoption/surrogacy) are entitled to take a maximum of two weeks Paternity Leave.

Do I Qualify for Paternity Leave?

You must:

- Be the biological father of the child and have (or expect to have) responsibility for the child's upbringing, or;
- Be the mother's husband or partner and have or expect to have the main responsibility (apart from the mother) for the child's upbringing;
- Have been continuously employed by the Company for at least 26 weeks by the 15th week before the Expected Week of Confinement (EWC, the week in which the child is due to be born.)
- In the case of an Adoption, be married to, or the partner of, the child's adopter, and have or expect to have the main responsibility, alongside the child's adopter for the child's upbringing;
- In the case of Adoption, by the end of the week in which the employee was notified of having been matched with the child for Adoption (or received official notification from the relevant Adoption Authorities), have been continuously employed by the Company for at least 26 weeks.

If eligible, you are entitled to take either one or two consecutive weeks Paternity Leave. This must be taken in blocks of full weeks not individual/multiple days. If only one week of leave is taken, you cannot take the second week at a later date.

Only one period of leave will be available to you irrespective of the number of children born/adopted.

When Should my Paternity Leave Start?

You may choose to start Paternity Leave:

- From the date of the child's birth, or;
- From a chosen number of days or weeks after the date of the child's birth (whether this is earlier or later than expected), or;
- From a chosen date which falls after the first day of the EWC, or;
- On any day of the week on or following the child's birth, but must be completed within 56 days of the actual date of birth of the child, or;
- If the child is born early, within the period from the actual date of birth up to 56 days after EWC, or;
- Within 56 days of the date the child was placed with the employee for adoption, or if the child is adopted from overseas, within 56 days of the child's entry into Great Britain.

Paternity Leave cannot start prior to the baby's birth.

What Payments May I Be Eligible For?

Statutory Paternity Pay (SPP) is paid directly by the Company. In order to qualify for SPP you need to:

- Earn at least the lower earnings limit for National Insurance contributions
- Have stopped work because of Paternity Leave

If you are entitled to SPP it will be paid for one or two weeks, in accordance with Paternity Leave.

SPP will be paid at the current statutory rate or 90% of your average weekly earnings, whichever is lower.

If you do not qualify for SPP, we will notify you in writing. You may be able to receive an allowance; this is paid by the Department For Work & Pensions.

Can I Take Holidays During Paternity Leave?

SPP cannot be paid at the same time as holiday pay or statutory sick pay, however you can take holiday days instead of Paternity Leave if you prefer or are ineligible for the Statutory Paternity Pay.

Subject to the normal Company procedure, you can arrange to take a period of annual leave immediately before or after Paternity Leave.

What if the Baby is Born Late or Early?

If the baby is born early or late and you have not yet started Paternity Leave or SPP you must inform your Manager as soon as is reasonably practical. If as a result of an early or late birth you would like to change the date you would like to take Paternity Leave, you should complete a new Paternity Leave Form informing your Manager of the change in date.

Neither Paternity Leave nor Statutory Paternity Pay can start before the baby is born.

Stillbirths

In the tragic event of a stillbirth, you are entitled to receive Ordinary Paternity Leave and Statutory Paternity Pay if the baby is born after the 24th week of pregnancy. You may also be eligible for Statutory Parental Bereavement Leave and Pay. Please talk to us about any additional support you may like us to provide.

What Happens When I Return to Work?

You must return to work on the date outlined in the Confirmation of Paternity Leave Letter from the Company.

If you are ill when you are due to return to work, the normal sickness absence arrangements apply.

Can I Take Time off for Appointments?

An expectant father or the partner of a pregnant woman can take unpaid time off work to accompany the woman to up to two of her ante-natal appointments.

You are entitled to time off to accompany an expectant mother to her ante-natal appointments if you are:

- the baby's father;
- the expectant mother's spouse, her civil partner, or partner (of either sex) in an enduring relationship; or
- intended parents of a child in a surrogacy arrangement if you expect to be entitled to and intend to apply for a parental order in respect of that child.

There is no qualifying period for you to take this time off.

We reserve the right to request you to provide a signed declaration stating that:

- you have a qualifying relationship with a pregnant woman or her expected child;
- your purpose in taking time off is to accompany a pregnant woman to an antenatal appointment;
- the appointment in question is made on the advice of a registered medical practitioner, registered midwife or registered nurse; and
- the date and time of the appointment

If necessary, extra time may be taken using annual leave, subject to usual Company procedure.



Parental Policy

If you have completed one years' service, you are entitled to up to 18 weeks unpaid parental leave for each child born or adopted. The leave can start as soon as the child is born or adopted or you have completed one years' service, whichever is later. The leave can be taken anytime up to the child's eighteenth birthday or until 18 years after the placement in the case of adoption.

During Parental Leave all employment benefits, other than pay, will be maintained as normal. Parental leave does not count as a break in service.

You must normally give 21 days' notice of your intention to take parental leave and the Company has the right to postpone the leave for up to six months for business reasons.

How Much Leave Can I Take?

A maximum of four weeks leave per child can be taken in any one year. In the case of multiple births (e.g. twins, triplets), you may take up to 18 weeks parental leave for each child. Parental leave is to be taken in one-week minimum blocks at a time, with a part week counting as a full week. In the case of a disabled child you have the flexibility to take leave one day at a time.

Both parents have the right to parental leave. If parents are separated and don't live with the children, the right to parental leave is still available if employees retain formal parental responsibility for the children.

Parental leave that was taken while employed elsewhere counts towards the total of 18 weeks.



What If I Don't Qualify for Parental Leave?

If you don't qualify for parental leave but require time off to care for your child, you could:

- Request paid holiday from your holiday entitlement
- Request unpaid leave to be considered detailing the reason for the request

If there is a genuine emergency and you need to take time off at short notice, we may consider emergency leave. This is at the discretion of your Manager and is referenced under the Time Off for Dependents Policy.

I Work Part Time – Do I Still Get the Same Leave?

Part time employees receive a proportion of the leave. For example, an employee working two days a week may take a total of 18 weeks at two days per week: 36 days in total.

Shared Parental Policy

Eligible parents can share the care of their child for up to 50 weeks following birth or adoption. This also applies to surrogacy and same sex partnerships.

How Do I Know If I'm Eligible?

To be eligible for shared parental leave, you must have a minimum of 26 weeks continuous service with the Company before the end of the 15th week before the due date / matching date. You must also still be working for the Company at the start of each period of shared parental leave.

When you reduce your full personal maternity / adoption leave entitlement, you can potentially become eligible for shared parental leave. When you take shared parental leave, you may also be eligible for shared parental pay. Your partner must separately liaise with their employer about any request for shared parental leave or pay.

Shared parental leave is only available to two people: the mother / primary adopter and either the child's father, or the spouse, civil partner or partner of the child's mother / primary adopter. Both parents must share the main childcare responsibilities from birth / placement for adoption.

If you wish to apply for shared parental leave, please complete the shared parental leave form, and submit to your manager.

Where you are the mothers/ primary adopter's partner, you must meet the "employment and earnings test". This requires you to have worked for at least 26 weeks in the 66 weeks leading to the due date / matching date. You must also have achieved the statutory earnings level for at least thirteen of those 66 weeks.



How Do I Notify You I Want to Take Shared Parental Leave?

If you are eligible, please advise your manager if you wish to utilise shared parental leave / pay. You must do so no later than eight weeks prior to any shared parental leave you wish to take and, you must also end / give notice to end your maternity / adoption entitlements. It may be necessary to arrange a meeting with your manager to discuss your request.

You may decide to take shared parental leave as a single, continuous period of weeks, however, you may also request up to three discontinuous, separate periods. Where you suggest discontinuous periods we will consider your request carefully, however, the Company have the right to refuse or modify suggestions that the business cannot accommodate.

If you wish to vary or cancel a period of shared parental leave you must give written notice to do so no later than eight weeks in advance.

Can I Keep In Touch?

You can request - or we may suggest - up to 20 SPLIT days. These will be mutually agreed between you and the Company. There is no legal obligation for SPLIT days to be offered or undertaken and they do not extend the period of shared parental leave. For any SPLIT days you do work, your Statutory Shared Parental Pay will be topped up to your normal basic salary.

What About Pay?

You may be eligible for shared parental pay during shared parental leave. The amount will depend on how much the mother / primary adopter reduces their maternity / adoption pay period or maternity allowance period. To claim shared parental pay you must also meet the following conditions:

- The mother or primary adopter must be entitled to statutory maternity / adoption pay or maternity allowance. They must also have reduced their maternity / adoption pay period or maternity allowance period.
- You must intend to care for the child during the weeks when shared parental leave is payable.
- Your average weekly earnings must not be less than the lower earnings limit for national insurance purposes. This applies to the eight weeks up to and including the 15th week before the child's due / matching date.
- You must remain continuously employed until the first week of shared parental pay has begun.
- You must give your manager written notice of your entitlement at least eight weeks before receiving shared parental pay. Ideally, you should do so when you give notice of your wish to take shared parental leave.

Your notice must include all the information requested on the shared parental leave request form, including the information requested in the signed declaration from your partner.



Adoption and Surrogacy Policy

We recognise that adoption and surrogacy are just as important, and possibly just as stressful, as pregnancy, so we have developed this policy to explain what you are entitled to if you have a child, or children, matched or placed with you for adoption (whether in the UK or overseas), or enter into a surrogacy process.

Who Does This Policy Apply To?

Any employee, regardless of hours worked or fixed-term contract status, who is the Primary Adopter, or to any parent who has a child through surrogacy, provided they meet the eligibility criteria. This policy does not apply where a child is not 'newly matched' for adoption, such as when a stepparent adopts a partner's child.

Am I Entitled to Time Off for Appointments?

If you are the Primary Adopter, you may attend five adoption appointments with full pay. If you are the Secondary Adopter, you may attend up to two adoption appointments without pay. If you are a parent going through surrogacy, you may take unpaid time off to attend two antenatal appointments with the woman carrying the child.

What Leave Am I Entitled to as Primary Adopter?

You are entitled to take up to 26 weeks Ordinary Adoption Leave (OAL) and up to 26 weeks Additional Adoption Leave (AAL), to a total of 52 weeks.

You will qualify for adoption leave if you:

- Provide proof of the adoption, detailing your name, address, the adoption agency name and address, proof of the matching date (e.g. a matching certificate) and date of placement
- Notify us no more than seven days after you have been matched that you intend to take adoption leave
- Where adopting overseas, provide relevant UK authority official notification that you can adopt and evidence that the child has entered the UK to live with you (e.g. plane tickets, copies of entry clearance documents)

When Can I Start My Ordinary Adoption Leave (OAL)?

You may start your OAL on the day the child is placed with you, or up to 14 days before the expected date of placement.

What About My Additional Adoption Leave (AAL)?

If you are undecided whether to take AAL, we will assume you will take it unless you notify us of your intention to return early (see the section on Right to Return). During OAL and AAL, all employment benefits, excluding pay, will be maintained as normal and adoption leave doesn't count as a break in service, nor is it treated as sick leave.

Can I Keep in Touch?

You have the option to come back to work for up to 10 Keeping in Touch days throughout your adoption leave. Any work done on a KIT day counts as one full day, even if you only come into work for 1 hour. For any KIT days you do work, your Statutory Adoption Pay will be topped up to your normal basic salary. KIT days need to be mutually agreed with your manager, they do not extend your OAL or AAL and there's no obligation for us to offer you, or for you to accept, KIT days.

Am I Entitled to Pay During OAL and AAL?

Provided your earnings are above the National Insurance Lower Earnings Limit and you have 26 weeks of continuous employment by the date you are matched with the child, you should be entitled to Statutory Adoption Pay (SAP). This is paid for a maximum of 39 weeks – the first six weeks is paid at 90% of your normal salary, with the remaining 33 weeks paid in line with current government set rates.

If you don't qualify for SAP, we will let you know and give you form SAP1 so you can contact the Department of Social Security for Adoption Allowance.

SAP will cease if, during the period SAP is paid, you are:

- Taken into legal custody
- Returning to work
- Starting work for another employer
- Deceased

What Happens to my Annual Leave During OAL and AAL?

If you have annual leave outstanding, you may plan to take these days around your adoption leave to extend this period.

You will continue to accrue statutory and public holiday entitlement during any period of OAL and AAL and you may choose to take some annual leave prior to returning to work. We may also agree to pay you for any outstanding holidays. Accrued holiday will not be carried forward into the next holiday year unless we agree to do so. Please discuss arrangements for your annual leave with your manager.

Do I Have the Right to Return to Work Following OAL and AAL?

Absolutely! For any period of OAL you are entitled to return to the same job you were employed in before your OAL started, and on the same terms and conditions. However, if you take AAL it may not be practical to return you to the same job. If this is the case, we will discuss options and offer you a suitable alternative position, provided one exists.

We will assume you will return to work at the end of the AAL period, unless you notify us otherwise. If you wish to return to work earlier than originally agreed, you must give us at least eight weeks' notice in writing. If you are ill when you are due to return, normal sickness absence procedures and notification rules apply.

If you don't want to return to work following OAL and AAL, you should notify your manager in writing that you wish to tender your resignation, giving the appropriate notice as outlined in your contract of employment.

Time off for Dependants Policy

This policy clarifies your rights regarding time off for incidents affecting dependants and applies to all employees regardless of length of service. This time off is unpaid.

Who Can I Request Time Off For?

You are entitled to request unpaid time off work to deal with emergencies involving dependants. For the purpose of this policy dependants are defined as:

- spouses,
- children,
- parents,
- people who live in the same household as you

Tenants and lodgers are specifically excluded from this list.

You may use such time off to deal with urgent issues such as a dependant falling ill or being injured. It is only to provide time to arrange alternatives and is not a long term solution.

What About Non-Emergencies?

The right to request time off does not apply to situations that do not constitute emergencies. For example, if you are aware of your child's operation in advance it is not considered an emergency. In this situation you can apply to take holidays, rearrange working hours where practical or apply for parental leave, if eligible. Please see our parental leave policy for more information.



How Do I Notify You?

You must inform your manager as soon as is reasonably practicable of the reason for the leave, and how long the issue is likely to continue and gain their agreement prior to taking time off. Enough information needs to be provided that we understand that something has happened to cause a breakdown in the usual routine and as a result has required you to be absent from work urgently.

In all cases you are encouraged to discuss the situation with your manager in order that we can seek to accommodate and make alternative arrangements where possible.

Flexible Working Policy

We aim to encourage you to consider flexible working arrangements as we recognise that a better work-life balance can improve motivation, performance and productivity, and reduce stress. Therefore, we want to support you to achieve a better balance between work and your other priorities, such as caring responsibilities, leisure activities, further learning and other interests. We are committed to agreeing any flexible working arrangements, provided that the needs and objectives of both the organisation and you can be met.

Am I Eligible?

Any employee with at least 26 weeks of employment service has a statutory right to request flexible working. Only one request can be submitted in each 12-month period (unless the request relates to a statutory entitlement under the Equality Act 2010).

What Is Flexible Working?

Flexible working may cover:

- The number of hours worked, e.g. part time working, term time working;
- The times of work e.g. the days of the week worked and/or start and finish times;

The Company is committed to providing a range of appropriate working patterns; however employees and management need to be realistic and to recognise that not all flexible working options will be appropriate for all roles.

How Do I Submit a Request?

In order to submit a flexible working request, you should complete the flexible working application form and submit to your manager, who will then invite you to a meeting within 28 days of the request. You may be accompanied by a work colleague or Trade Union representative at this meeting.

You will be informed in writing of our decision as soon as is reasonably practicable, but no later than 14 days after the meeting.

The request may be granted in full, in part or refused. We may propose a modified version of the request, may grant the request on a temporary basis, or you may be asked to try the flexible working arrangement for a trial period. If the request is agreed, then you will be sent a confirmation letter which will include details of the new arrangements.

What Will You Consider When Deciding on my Request?

Where a flexible working arrangement is proposed, we will need to take into account a number of criteria including, but not limited to, the following:

- the costs associated with the proposed arrangement;
- the effect of the proposed arrangement on other staff;
- the need for, and effect on, supervision;
- the existing structure of the department;
- the availability of staff resources;
- details of the tasks specific to the role;
- the workload of the role;

- whether the request is for a reasonable adjustment related to a disability;
- health and safety issues.

You do not have an automatic right to change your work pattern, as there may be circumstances where we cannot accommodate your exact desired work pattern. However, when a flexible working request is made, we aim wherever possible to find a solution that suits all parties needs, whilst also considering the operational requirements of the Company.

Each request will be considered on an individual basis, taking into account the likely effects that the proposed changes to working hours or place of work are likely to have on the Company, the work of your department, and the your colleagues. Agreeing to one employee's request will not therefore set a precedent for another employee to be granted similar changes to their working pattern.

Can you Refuse My Request?

There are statutory business reasons why we may reject a request, which include:

- The burden of additional costs is unacceptable;
- We are unable to reorganise work among existing staff;
- We are unable to recruit additional staff;
- The change would have a detrimental impact on quality;
- The change would have a detrimental effect on our ability to meet customer demand;
- The change would have a detrimental impact on performance;
- There is insufficient work during the periods you propose;
- Your request does not fit with business changes or a reorganisation we are planning.

Should a flexible working request be declined, you have the right to appeal this decision. The appeal must be made in writing to your manager within 14 days of the request being declined. You are entitled to be accompanied to the appeal meeting by a work colleague; sufficient notice should be given to your manager to arrange for their availability. Alternatively, a Trade Union representative may accompany you.

Can We Do A Trial Period?

Where there is some uncertainty about whether the flexible working arrangement is practicable for you and/or the organisation, a trial period may be agreed. If a trial period is arranged, we will allow sufficient time for you and your manager to implement and become accustomed to the new working practices before taking any decisions on the viability of a new arrangement.

Does Agreement Vary My Contract?

Where flexible working practices are agreed as a permanent change, a variation will need to be made to your contract of employment. The outcome letter will constitute this variation to contract.

Where a trial period has been arranged, we will provide you with a document that details your new working pattern and makes clear that it is only a temporary variation to the terms of your contract. You will be informed in writing of the start and end dates of the trial period (although we may reduce or lengthen the trial period where necessary with your agreement). We reserve the right, at the end of the agreed trial period, to require you to revert to your previous working arrangement.