



# Jozzy Farm Handbook.

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The terms and conditions in this Handbook form the basis of the contract of employment between MJE Investments Ltd (MJE iNET), Its sister companies; Jozzy Farm Uganda, STOT Quality Services Company Limited, MJE iNET and its employees

## NON-CONTRACTUAL EMPLOYEE HANDBOOK

### 1. WELCOME TO JOZZY FARM

#### 1.1 Welcome

Our success is directly related to the quality of our employees. This Employee Handbook is to inform you of the standards of behaviour and performance you are required to maintain while working for us.

Please read and familiarise yourself with this Handbook thoroughly; many of the policies and procedures below are legal obligations, so if you have any questions about the Handbook's contents, please refer to your Line Manager.

This handbook intends to cover most foreseeable events that may occur during the course of your employment but clearly cannot anticipate all circumstances, therefore the Farm / Company reserves the right to alter or add to the policies and rules contained in the Handbook as circumstances may require, in consultation with affected employees.

You will be informed of any significant change under consideration at least one month before it takes effect, giving you time to raise any concerns or objections. We will do our best to accommodate all reasonable concerns.

If any part of this Handbook conflicts with statutes or regulations you agree that only that part which is in direct conflict will be invalid. The remaining content will continue to govern the contract between us.

1.2 **Jozzy Farm** aims to be the number one Farm in the region. We have embarked on a journey to get us there. Our product list can be found on our website: [www.jozzyfarm.com](http://www.jozzyfarm.com) This will give you a comprehensive insight on what we do. The Farm rears animals including: Pigs, and Goats. Our livestock includes; Chicken, Darks, Guinea Fowls, Turkey and the crops range from fruits like mangoes, oranges, avocado, among others. We major in tree farming and our main species is the eucalyptus tree. Our employees are divided into sections to cater for the crops and animals. You are joining us in your capacity but here at **Jozzy Farm**, no contract or job is considered too large or too small. We treat our employees with respect in all their capacities. **WE ARE A FAMILY**

1.3 The success of **The Farm** is directly related to the quality of our employees. This Handbook is to inform you of the standards of behaviour and performance you are required to maintain whilst working for the company.

1.4 We are an equal opportunities employer and do not discriminate on the grounds of tribe, gender, race, colour, ethnic origin, religion or belief, disability or age.

### Introduction and Policy Statements

Equal Opportunities  
Harassment  
Discipline and Grievance  
Data Protection  
Security

## 1.5 Equal Opportunities

The company will fulfil its statutory obligations to equal opportunities; people will be judged solely on merit and ability during recruitment, selection, training, development and promotion throughout their employment.

Every employee has an obligation to promote equality of opportunity throughout the company, to its customers and to the public. Violation of this policy is a serious offence and could result in disciplinary action for gross misconduct.

## 1.6 Harassment

The Company will not tolerate harassment in the workplace. Harassment is conduct that is unwanted, threatening, offensive, embarrassing or belittling. It may include: Offensive language; unwanted personal or sexual attention; display or promotion of religious or political symbols or philosophy; creation or distribution of rumours or gossip by any means whatsoever; stalking, or unauthorised monitoring of work or other activity, or display of potentially offensive pictures, cartoons or graffiti. (These examples are not exclusive).

**In law it is the perception of the victim, not the intent of the perpetrator, which determines harassment:** What may be acceptable to one person may be offensive or degrading to another; a joke or prank, however harmlessly intended, may in context prove to be upsetting or intimidating.

If an employee believes they may have unintentionally caused offence they should apologise immediately and report the incident to their manager. If an employee has been harassed or offended, they should report the incident to their manager as a grievance (see below).

**Any employee found to have harassed or condoned the harassment of another may become the subject of disciplinary action for gross misconduct.**

## 1.7 Discipline and Grievance

### Objectives

The objectives of the company's policy are to achieve an efficient, comfortable and harmonious working environment through the maintenance of acceptable standards of conduct and performance and the resolution of employees' disputes, either with each other or the company.

### Procedure

In order to achieve these objectives, the company will encourage informal dialogue and counselling between employees and their managers. In more serious cases the company will comply with the dispute resolution procedures as per the law of the country or region in which the employee operates. Most of the resolutions will be derived from common law for harmony.

All disciplinary and grievance issues raised will be thoroughly investigated; if appropriate a disciplinary/grievance hearing will be convened and the parties given full notice of the hearing and every opportunity to state their arguments and call upon witnesses and/or evidence. Employees will be granted the right.

Employees shall have the right to be accompanied by a work-colleague or trade union official during investigation meetings; that is if they so wish.

The outcome of any hearing will be subject to appeal.

Disciplinary sanctions available will be: Verbal warning (confirmed in writing); written warning; final written warning, and dismissal

Except in cases of gross misconduct dismissal will not normally be considered as a sanction for a first offence.

Warnings' currency will be:

**Verbal:** 6 months

**Written:** 9 months

**Final written:** 12 months

Further disciplinary sanctions awarded during the currency of a previous warning may be accumulated, e.g., a second verbal warning in any six-month period becomes a written warning.

Grievance outcomes may include alteration of procedures, changes to terms and conditions or disciplinary investigation of offending parties.

It is the company's intention that employees should feel encouraged to bring legitimate grievances to attention, especially those related to victimisation (bullying), harassment or discrimination, even if the evidence is not clear; however, it should be noted that anyone bringing a **deliberately** malicious grievance may themselves become subject to the disciplinary procedure.

Sensitive issues may be discussed with the manager with whom the applicant feels most comfortable.

All disciplinary and grievance matters and appeals will be dealt with expeditiously, with a target time of resolution within seven days of notification.

## **1.8 Data Protection**

The Farm / Company will comply with the requirements of the Data Protection.

Information in employees' personnel files will be treated in the strictest confidence.

### **Data Processing**

Personal Data will be obtained and processed fairly and lawfully solely for the administrative purposes of the Company and not passed to other parties except as may be required by statute or on the express written instruction of the employee.

To support the Farm / Company in keeping personal Data accurate and up to date employees must inform their Line Manager of any change of address, next of kin, or administrative changes such as bank account. Personal Data will not be kept longer than necessary. It is now company policy that employees who wish to work with the Farm / Company give us the following documents:

- Valid National Identification
- Local Council Letter from place of residence where they have lived for more than three years.
- Letter from the Local police of the place of residence showing any crimes that they may have committed.
- Certificates / transcripts from recognised institutions of learning. This is for positions of authority.

## **1.9 Right of Access to Personnel Files**

Employees have a right to access their personnel file upon reasonable notice to the Company. There are some restrictions and conditions to this right.

Every employee is encouraged to access their personnel file to ensure the accuracy of the information contained within it. They should notify their Line Manager if the information in the file is not accurate.

## 1.10 Security

In the interest of employee security and safety the Company / Farm reserves the right to employ closed circuit television monitoring of its sites; the company / Farm also reserves the right to inspect any vehicle entering or leaving its premises and any bag, case, package or other container being brought onto or removed from its premises.

## 2. USING THE JOZZY FARM EMPLOYEE HANDBOOK

- 2.1 This Employee Handbook sets out the main policies and procedures that you will need to be aware of while working for us. You should familiarise yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to your line manager or the Human Resources Department.
- 2.2 Unless otherwise indicated, the policies and procedures set out in this handbook apply to all employee. They therefore apply to **Farm operatives, Managers, Officers, Directors, Employees, Consultants, Contractors, Trainees, Farm workers, Part-Time and Fixed- Term Employees, Casual and Agency Employee and Volunteers** (collectively referred to as employee in this policy).

They do not form part of the terms of your contract with us, which are provided to you separately. Your contract sets out your job title, hours and place of work, probationary period, salary, holidays and holiday pay, sickness absence reporting procedure and sick pay, your entitlement to and obligation to give notice to terminate your contract and the duties of confidentiality and restrictions that continue to apply after the termination of your contract.

## 3. RESPONSIBILITY FOR THE JOZZY FARM EMPLOYEE HANDBOOK

- 3.1 Our director / CEO (the board) has overall responsibility for the operation of this **Jozzy Farm** Employee Handbook and for ensuring that its policies and procedures comply with our legal obligations. The board has delegated day-to-day responsibility for the operation of our policies and procedures to **the Farm Manager**.
- 3.2 The **Jozzy Farm** Employee Handbook will be reviewed annually by the board to ensure that its provisions continue to meet our legal obligations and reflect best practice.
- 3.3 All managers and supervisors have a specific responsibility to operate in accordance with the provisions set out in this **Jozzy Farm** Employee Handbook, ensure that all employee understand the standards of behaviour expected of them and to take action when behaviour falls below those requirements. Managers will be given training in order that they may do so.
- 3.4 Those working at a management level have a specific responsibility to set an appropriate standard of behaviour, to lead by example and to ensure that those they manage adhere to the policies and procedures and promote our aims and objectives with regard to equal opportunities.
- 3.5 Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. All employee must ensure that they are familiar with and comply with and support its policies and procedures.
- 3.6 Questions about the content or application of the handbook should be directed to The CEO by email to [info@jozzyfarm.com](mailto:info@jozzyfarm.com) C/o The Farm Manager. In addition, employees are invited to submit any comments or proposals with regard to the handbook or any of its content to Joseph E. Muwonge.

## 4.0 Employment with Jozzy Farm

### 4.1 Contract of Employment

Every contract / Statement of employment consists of three parts:

**Statutory rights:** these are rights granted by statute law, such as the right to a safe working environment.

**Implied conditions:** These are conditions that must exist by the very nature of the employment relationship, such as trust and confidence.

Neither of these parts needs to be detailed in a signed document; they are automatically part of the agreement between the employer and employee. They are, however, fundamental: Breach of law by either party, or a failure to maintain trust on either side, can lead to termination of the employment relationship:

**Terms and Conditions of Employment:** These are the specific terms agreed for the employment, such as rate of pay, hours of work etc. **Jozzy Farm's, STOT QSC Ltd.'s, MJE iNET's and other sister Companies'** terms and conditions are presented in two parts: a principal statement of terms covering general employment matters and a secondary statement covering the specific tasks of employees' roles. Managers will have no written secondary statement.

A copy of employees' terms and conditions will be provided to them within eight weeks of their start date.

### 4.2 Reference.

The company habitually seeks references regarding the employment history of new employees.

Any offer of employment is subject to our receiving what we consider to be satisfactory references from the referees supplied.

Employment may be terminated if we receive what we reasonably deem to be an unsatisfactory References.

### 4.3 Job descriptions and Variations

Employees may, from time to time subject to the needs of the Farm / Company, be asked to work hours or undertake duties other than those specified in their terms and conditions of employment; these will, however, be commensurate with their abilities. Any requirement for permanent changes to hours or duties will be discussed, as outlined in section 1.1 (above).

If any variation involves temporary or permanent relocation to another site, reasonable additional travelling costs will be reimbursed. Any permanent relocation proposed will take into account the circumstances appertaining and any relevant statutory constraints.

#### 4.4 Training

Employees may, from time to time subject to the needs of the Farm / Company, be required to attend training, e.g., in Health and Safety or Equal Opportunities. Such training will be provided at the company's cost.

The Farm / Company may also offer opportunities to undertake other training to enhance or extend employees' knowledge or skills, providing additional personal advantage in employment or promotion.

This latter training will be conditional upon the benefiting employee undertaking to reimburse all or part of the cost to the company, being a true reflection of its loss, if they leave its employment as specified below, after the completion of the course, or qualification date if later.

The scale of reimbursement will be:

Leaving date:

One Year or less after completion:	100% of cost
One to Two Years:	95%
Two to Five Years:	90%
Five to four Years:	75%
Four to Nine Years:	50%
Ten to twenty Years:	25%

#### 4.5 Interest in other Companies

Employees may not involve themselves with any business that interferes with the performance of their duties or creates any conflict of interest with the Farm / Company. For more on this, please refer to the signed agreement.

#### 4.6 Intellectual Property

With the exception of intellectual property unconnected with the Farm's / Company's activities past, present or predicted, the rights to any intellectual property created by employees in the course of their employment will be vested in the company and they will surrender all legal and moral claims to them. Employees will not be expected to engage in similar activities or business dealings. For more on this, please refer to the signed agreement.

#### 4.7 Confidentiality

Subject only to the provisions of the Public Interest (Disclosure), employees must not, during or after their employment with the Farm / Company, use or disclose:

- Confidential or sensitive information relating to the business affairs of the company, including its financial affairs and management, technics or tactics of doing business together with information generated;
- Personal or commercial information about the Farm's / Company's employees, suppliers, customers, contractors or clients.

#### Examples of Confidential and Sensitive Information

Confidential and Sensitive Company Information includes but is not limited to:

- Lists of clients and/or employees (current, potential or past)
- Any material held on the company's database and IT systems
- Business practices, policies and procedures
- Products and/or technical data
- Research and testing methodologies and/or results

Breach of this policy during employment may result in disciplinary action for gross misconduct; breach during or after employment may result in civil legal action and /or claim for damages.

## 5. PERSONAL DETAILS, HOME ADDRESS AND NEXT OF KIN

- 5.1 The Farm Manager is responsible for maintaining up-to-date details of the home address, Local Council (LC) Letter, Interpol Criminal Record Letter, next of kin, personal mobile number and emergency contact telephone numbers of each member of our employee.
- 5.2 This information will be requested by the Farm Manager when you start work and you should advise of any changes straight away.
- 5.3 It is important that we maintain accurate details in case a member of employee has an accident [or an entitlement to a dependant's wages or other benefits arises]. Information is held in confidence and is only used when needed.

## 6. DRESS CODE

- 6.1 We encourage everyone to maintain an appropriate standard of dress and personal appearance outside of work and to conduct themselves in a professional manner. Our uniforms shall be:
- a) a green overall with a Farm logo.
  - b) In times of hotness or when it gets too hot, a T-Shirt with a logo will be availed.
  - c) We shall have gum boots (Black) as footwear.
  - d) Employees shall have hats to protect them against the sun.

The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:

- (a) promote the Farm's positive image as employees look professional;
  - (b) respect religious, racial and gender-specific clothing requirements and those of employees with disabilities where possible;
  - (c) take account of health and safety requirements; and
  - (d) help employee decide what clothing it is appropriate to wear to work.
- 6.2 Different departments may have specific requirements that result in particular clothing demands, for example, because their work raises health and safety risks. It is important that all employees dress in a manner appropriate to their working environment and the type of work they do.
- 6.3 We expect employees to take a common-sense approach to the dress code. Any enquiries regarding the operation of our dress code (including whether an article of clothing is suitable to wear to work) should be made to your line manager.

### Appearance

- 6.4 While working for us you represent us with clients and the public. Your appearance contributes to our reputation and the development of our business.
- 6.5 It is important that you appear clean and smart at all times when at work, particularly when you may be in contact with clients, other business contacts or the general public.
- 6.6 Employee should not wear gym or beach wear to work. This includes track suits, sweat-shirts, and casual or sports t-shirts or leggings other than those provided by The Farm. Clothing should not be dirty, frayed or torn. Tops should not carry wording or pictures that might be offensive or cause damage to our reputation. It is inappropriate to wear clothing such as cut-off shorts, crop tops, see through material or clothes that expose areas of the body normally covered at work.

- 6.7 Facial jewellery, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn during business hours. Torso body piercings with visible jewellery or jewellery that can be seen through or under clothing must not be worn during business hours. Tattoos should not be visible.
- 6.8 Employees should not wear clothing or jewellery that could present a health and safety risk. Footwear must be safe and clean and take account of health and safety considerations e.g. Stilettos and plastic flip-flops are not acceptable.
- 6.9 Where we provide uniform, safety clothing and equipment, including protective footwear, it should be worn or used as appropriate and directed.

## Religious and cultural dress

- 6.10 Employee may wear religious and cultural dress (including clerical collars, head scarves, skullcaps and turbans) unless it breaches this policy or compromises the health and safety of the wearer, their colleagues or any other person.
- 6.11 Where necessary, your line manager can disseminate appropriate information explaining cultural dress and customs.
- 6.12 Priority is at all times given to health and safety requirements. Where necessary, advice will be taken from the Farm Manager.

## Implementing and reviewing our dress code

- 6.13 Managers are responsible for ensuring that employee observe the standards set by this dress code.
- 6.14 Failure to comply with the dress code may result in action under our Disciplinary Procedure

## 7. EXPENSES POLICY

### Reimbursement of expenses

- 7.1 We will reimburse expenses properly incurred in accordance with the Farm Expenses policy found in the **Jozzy Farm Document Library on our Shared drive**. If you have any queries about how to access this, please contact the IT department or the Farm Manager. Any attempt to claim expenses in breach of this policy may result in disciplinary action.

## 8.0 Wages Salaries and Benefits

### 8.1 General

Details of pay and method of payment are specified in the Principal Statement of Terms of Employment. Any problems or questions about pay should be directed to Line Managers in the first instance.

#### **Advances, Overpayments and Arrears;**

In exceptional circumstances we may agree to make an advance of wages/salary. Prior to any advance being made we will require signature of an authorisation permitting deduction of the amount from future wages or salary.

Overpayments must be brought to attention immediately. Failure to report overpayment(s) will be considered to be a breach of trust and confidence amounting to gross misconduct.

Errors in pay will be corrected as soon as practicable, with a target date of the next pay-day. In exceptional circumstances interim payment may be made.

## **8.2 Bonus and Commission**

Employees entitled to bonus or commission will be so advised. Bonus rates, thresholds and entitlements are set at the sole discretion of the Farm / Company.

## **8.3 Pay Reviews**

With the existence of prior arrangements, Salaries are reviewed annually during January each year and changes may take effect from the 01 February. The increase will be pro-rata for an employee joining part way through the year.

## **8.4 Pension scheme**

The Company has no registered Stakeholder Pension Scheme but employees are encouraged to join any of their choice; those wishing to join the scheme are required to confirm this in writing to their Line Manager, from whom further details can be obtained.

## **8.5 Expenses**

Reasonable expenses incurred on company business will be reimbursed. All claims must be submitted to Line Managers on company expense forms and accompanied by corresponding account statements or receipts daily or by, at the latest, the tenth day of the month following the expense being incurred.

The company reserves the right not to reimburse excessive expenditure or late submissions of expenses. If in doubt expenditures should be cleared with Line Managers in advance.

## **8.6 Deductions — National Social Security Fund and Income tax**

No deductions will be made from wages/salary and bonus/commission for Income Tax, NSSF and other mandatory payments. Employees are required to supply the Personnel Manager with proof of payment and TIN Numbers on the first day of their employment; failure to do so may result in excessive future deductions if required by NSSF.

Employees are reminded of the need to retain proofs of their earnings and tax contributions for production to NSSF and Customs if required. It is agreed that responsibility for payment of NSSF shall remain with the employee and any negotiated wages shall be paid in lumpsum to cater for deductions.

## **9.0 EQUAL OPPORTUNITIES POLICY**

- 9.1 We are committed to promoting equality of opportunity for all employee 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.
- 9.2 We do not discriminate against employee 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 (protected characteristics).
- 9.3 The principles of non-discrimination and equality of opportunity also apply to the way in which employee treat visitors, clients, customers, suppliers and former employee members.
- 9.4 All employees 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 employee,

regardless of their status. Your attention is drawn to our separate [Anti-harassment and bullying policy](#).

## **Equal opportunities training**

- 9.5 Managers will be given appropriate training on equal opportunities awareness and equal opportunities recruitment and selection best practice. The Farm Manager has overall responsibility for equal opportunities training.
- 9.6 If you are involved in management or recruitment, or if you have any questions about the content or application of this policy, you should contact The Farm Manager to request training or further information.

## **Scope and purpose of the policy**

- 9.7 This policy applies to all aspects of our relationship with employee and to relations between employee 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.
- 9.8 We will take appropriate steps to accommodate the requirements of different religions, cultures, and domestic responsibilities.

## **Forms of discrimination**

- 9.9 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.
- 9.10 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 tribe because they would not "fit in" would be direct discrimination.
- 9.11 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.
- 9.12 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.
- 9.13 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.

## **Recruitment and selection**

- 9.14 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.
- 9.15 Job advertisements should avoid stereotyping or using wording that may discourage particular groups from applying. They should include an appropriate short policy statement on equal opportunities and a copy of this policy shall be sent on request to those who enquire about vacancies.

- 9.16 We take steps to ensure that our vacancies are advertised to a diverse labour market and, where relevant, to particular groups that have been identified as disadvantaged or underrepresented on our Farm. Where appropriate, use may be made of lawful exemptions which should be set out in the advertisement.
- 9.17 Applicants should not be asked about health or disability before a job offer is made. There are limited exceptions which should only be used with Human Resources approval. For example:
- (a) Questions necessary to establish if an applicant can perform an intrinsic part of the job (subject to any reasonable adjustments).
  - (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).
- 9.18 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, or gender without the approval of Human Resources (who should first consider whether such matters are relevant and may lawfully be taken into account).
- 9.19 We are required by law to ensure that all employees are entitled to work in Uganda / East Africa. Assumptions about immigration status should not be made based on appearance or apparent nationality. All prospective employee, regardless of nationality, must be able to produce original documents (such as a passport / National ID) before employment starts, to satisfy current immigration legislation and for the Farm to know who we are employing. The Farm shall also require letters from former employment, letter from the local council where the employees live come from, an Interpol letter to establish how good the employee is with society and any criminal record. The list of acceptable documents is available from Human Resources or the Farm's shared drive.
- 9.20 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, 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 short listing, 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.

### **Employee training, promotion and conditions of service**

- 9.21 Employee training needs will be identified through regular employee appraisals. All employee 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.
- 9.22 Workforce composition and promotions will be regularly monitored to ensure equality of opportunity at all levels of the Farm. Where appropriate, steps will be taken to identify and remove unjustified barriers and to meet the special needs of disadvantaged or underrepresented groups.
- 9.23 Our conditions of service, benefits and facilities are reviewed regularly to ensure that they are available to all employee who should have access to them and that there are no unlawful obstacles to accessing them.

### **Termination of employment**

- 9.24 We will ensure that redundancy criteria and procedures are fair and objective and are not directly or indirectly discriminatory.

- 9.25 We will also ensure that disciplinary procedures and penalties are applied without discrimination, whether they result in disciplinary warnings, dismissal or other disciplinary action.

### **Disability discrimination**

- 9.26 If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you as appropriate.
- 9.27 If you experience difficulties at work because of your disability, you may wish to contact your line manager to discuss any reasonable adjustments that would help overcome or minimise the difficulty.

The Farm Manager may wish to consult with you and your medical adviser(s) about possible adjustments. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable, we will explain our reasons and try to find an alternative solution where possible.

- 9.28 We will monitor the physical features of our premises to consider whether they place disabled workers, job applicants or service users at a substantial disadvantage compared to other employees. Where reasonable, we will take steps to improve access for disabled employee and service users.

### **Fixed-term employees [and agency workers]**

- 9.29 We monitor our use of fixed-term employees [and agency workers], and their conditions of service, to ensure that they are being offered appropriate access to benefits, training, promotion and permanent employment opportunities. We will, where relevant, monitor their progress to ensure that they are accessing permanent vacancies.

### **Part-time work**

- 9.30 We monitor the conditions of service of part-time employees and their progression to ensure that they are being offered appropriate access to benefits and training and promotion opportunities. We will ensure requests to alter working hours are dealt with appropriately under our Flexible Working Policy.

### **Breaches of the policy**

- 9.31 If you believe that you may have been discriminated against you are encouraged to raise the matter through our Grievance Procedure. If you believe that you may have been subject to harassment you are encouraged to raise the matter through our Anti- harassment and Bullying Policy. If you are uncertain which applies or need advice on how to proceed you should speak to the HR Manager or direct to the CEO, Joseph Emmanuel Muwonge.
- 9.32 Allegations regarding potential breaches of this policy will be treated in confidence and investigated in accordance with the relevant procedure. Employee who make such allegations in good faith will not be victimised or treated less favourably as a result. False allegations which are found to have been made in bad faith will, however, be dealt with under our Disciplinary Procedure.
- 9.33 Any member of employee who is found to have committed an act of discrimination or harassment will be subject to disciplinary action. Such behaviour may constitute gross misconduct and, as such, may result in summary dismissal. We take a strict approach to serious breaches of this policy.

## 10. ANTI-HARASSMENT AND BULLYING POLICY

- 10.1 The purpose of this policy is to ensure that all employees are treated and treat others with dignity and respect, free from harassment and bullying. All employee should take the time to ensure they understand what types of behaviour are unacceptable under this policy.
- 10.2 This policy covers harassment or bullying which occurs both in and out of the workplace, such as on business trips or at events or work-related social functions. It covers bullying and harassment by employees and also by third parties such as customers, suppliers or visitors to our premises.
- 10.3 Employee must treat colleagues and others with dignity and respect, and should always consider whether their words or conduct could be offensive. Even unintentional harassment or bullying is unacceptable.
- 10.4 We will take allegations of harassment or bullying seriously and address them promptly and confidentially where possible. Harassment or bullying by an employee will be treated as misconduct under our Disciplinary Procedure. In some cases, it may amount to gross misconduct leading to summary dismissal.

### What The Farm Policy says

- 10.5 **Jozzy Farm** Equality Policy prohibits harassment related to age, disability, gender, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex. For more information, see your line Manager.
- 10.6 It also makes it unlawful to pursue a course of conduct which you know or ought to know would be harassment, which includes causing someone alarm or distress.
- 10.7 Under Jozzy Farm Policy on Health and Safety at Work employee are entitled to a safe place and system of work.
- 10.8 Individual members of employees may in some cases be legally liable for harassment of colleagues or third parties [including customers], and may be ordered to pay compensation by a court or employment tribunal.

### What is harassment?

- 10.9 Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.
- 10.10 It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.
- 10.11 Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex. Harassment is unacceptable even if it does not fall within any of these categories.
- 10.12 Harassment may include, for example:
- (a) unwanted physical conduct or "horseplay", including touching, pinching, pushing, grabbing, brushing past someone, invading their personal space, and more serious forms of physical or sexual assault;
  - (b) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless), and suggestions that sexual favours may further a career or that a refusal may hinder it;
  - (c) continued suggestions for social activity after it has been made clear that such suggestions are unwelcome;

- (d) sending or displaying material that is pornographic or that some people may find offensive (including e-mails, text messages, video clips and images sent by mobile phone or posted on the internet);
- (e) offensive or intimidating comments or gestures, or insensitive jokes or pranks;
- (f) mocking, mimicking or belittling a person's disability; racist, sexist, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender;
- (h) outing or threatening to out someone's personal information; or
- (i) Ignoring or shunning someone, for example, by deliberately excluding them from a conversation or a workplace social activity.

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

### What is bullying?

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

10.15 Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:

- (a) shouting at, being sarcastic towards, ridiculing or demeaning others;
- (b) physical or psychological threats;
- (c) overbearing and intimidating levels of supervision;
- (d) inappropriate and/or derogatory remarks about someone's performance;
- (e) abuse of authority or power by those in positions of seniority; or
- (f) deliberately excluding someone from meetings or communications without good reason.

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

10.17 Employee should disclose any instances of harassment or bullying of which they become aware to the line manager or **Joseph Emmanuel Muwonge**, The CEO.

### Informal steps

10.18 If you are being bullied or harassed, you should initially consider raising the problem informally with the person responsible, if you feel able. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager or **Joseph Emmanuel Muwonge, The CEO**, who can provide confidential advice and assistance in resolving the issue formally or informally.

10.19 If you are not certain whether an incident or series of incidents amount to bullying or harassment, you should initially contact your line manager or **Joseph Emmanuel Muwonge, The CEO** informally for confidential advice.

10.20 If informal steps have not been successful or are not possible or appropriate, you should follow the formal procedure set out below.

## Raising a formal complaint

- 10.21 If you wish to make a formal complaint about bullying or harassment, you should submit it in writing to The Farm Manager whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. If the matter concerns that person, you should refer it to the Managing Director / CEO **Joseph Emmanuel Muwonge**.
- 10.22 Your written complaint should set out full details of the conduct in question, including the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it from occurring.
- 10.23 As a general principle, the decision whether to progress a complaint is up to you. However, we have a duty to protect all employee and may pursue the matter independently if, in all the circumstances, we consider it appropriate to do so.

## Formal investigations

- 10.24 We will investigate complaints in a timely and confidential manner. Individuals not involved in the complaint or the investigation should not be told about it. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint. The investigation should be thorough, impartial and objective, and carried out with sensitivity and due respect for the rights of all parties concerned.
- 10.25 We will arrange a meeting with you, usually within one week of receiving your complaint, so that you can give your account of events. You have the right to be accompanied by a colleague or a trade union representative of your choice, who must respect the confidentiality of the investigation. You will be given a provisional timetable for the investigation. The investigator will arrange further meetings with you as appropriate throughout the investigation.
- 10.26 Where your complaint is about an employee, we may consider suspending them on full pay or making other temporary changes to working arrangements pending the outcome of the investigation, if circumstances require. The investigator will also meet with the alleged harasser or bully [who may also be accompanied by a colleague or trade union representative of their choice] to hear their account of events. They have a right to be told the details of the allegations against them, so that they can respond.
- 10.27 Where your complaint is about someone other than an employee, such as a contractor, customer, service user, supplier, or visitor, we will consider what action may be appropriate to protect you and anyone involved pending the outcome of the investigation, bearing in mind the reasonable needs of the business and the rights of that person. Where appropriate, we will attempt to discuss the matter with the third party.
- 10.28 We will also seriously consider any request that you make for changes to your own working arrangements during the investigation. For example, you may ask for changes to your duties or working hours so as to avoid or minimise contact with the alleged harasser or bully.
- 10.29 It may be necessary to interview witnesses to any of the incidents mentioned in your complaint. If so, the importance of confidentiality will be emphasised to them.
- 10.30 At the end of the investigation, the investigator will submit a report to the Senior Manager nominated to consider the complaint. The Senior Manager will arrange a meeting with you, usually within a week of receiving the report, in order to discuss the outcome and what action, if any, should be taken. You have the right to bring a colleague or a trade union representative to the meeting. A copy of the report and the Senior Manager's findings will be given to you and to the alleged harasser.

## Action following the investigation

- 10.31 If the Senior Manager considers that harassment or bullying has occurred, prompt action will be taken to address it.
- 10.32 Where the harasser or bully is an employee the matter will be dealt with as a case of possible misconduct or gross misconduct under our Disciplinary Procedure.
- 10.33 Where the harasser or bully is a third party, appropriate action might include putting up signs setting out acceptable and unacceptable behaviour; speaking or writing to the person and/or their superior about their behaviour; or, in very serious cases, banning them from the Farm or terminating a contract with them.
- 10.34 Whether or not your complaint is upheld, we will consider how best to manage the ongoing working relationship between you and the alleged harasser or bully. It may be appropriate to arrange some form of mediation and/or counselling, or to change the duties, working location or reporting lines of one or both parties.
- 10.35 Any employee member who deliberately provides false information or otherwise acts in bad faith as part of an investigation may be subject to action under our Disciplinary Procedure.

## Appeals

- 10.36 If you are not satisfied with the outcome you may appeal in writing to the Managing Director / CEO, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 10.37 We will hold an appeal meeting, normally within one week of receiving your written appeal. This will be dealt with impartially by a more senior manager who has not previously been involved in the case (although they may ask anyone previously involved to be present). You may bring a colleague or trade union representative to the meeting.
- 10.38 We will confirm our final decision in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

## Protection and support for those involved

- 10.39 Employee who make complaints or who participate in good faith in any investigation conducted under this policy must not suffer any form of retaliation or victimisation as a result.
- 10.40 If you believe you have suffered any such treatment you should inform your line manager OR **Joseph Emmanuel Muwonge, The CEO**. If the matter is not remedied, you should raise it formally using our Grievance Procedure or this procedure if appropriate.
- 10.41 Anyone found to have retaliated against or victimised someone for making a complaint or assisting in good faith with an investigation under this procedure will be subject to disciplinary action under our Disciplinary Procedure.

## Confidentiality and data protection

- 10.42 Confidentiality is an important part of the procedures provided under this policy. Everyone involved in the operation of the policy, whether making a complaint or involved in any investigation, is responsible for observing the high level of confidentiality that is required. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis.
- 10.43 Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Data Protection Policy.
- 10.44 Breach of confidentiality may give rise to disciplinary action under our Disciplinary Procedure.

## **11. ANTI-CORRUPTION AND BRIBERY POLICY**

- 11.1 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.
- 11.2 We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. However, we remain bound by the laws of the Uganda in respect of our conduct both at home and abroad.
- 11.3 The purpose of this policy is to:
- (a) set out our responsibilities, and of those working for us, in observing and upholding our position on bribery and corruption; and
  - (b) provide information and guidance to those working for us on how to recognise and deal with bribery and corruption issues.
- 11.4 Bribery and corruption are punishable for individuals by imprisonment and if we are found to have taken part in corruption, we could face an unlimited fine, be excluded from tendering for public contracts and face damage to our reputation. We therefore take our legal responsibilities very seriously.
- 11.5 We have identified that the following are particular risks for our business [Directors, Business Development, Farm Managers, Supervisors, HR Department, Site Personnel, and Estimating & Buying Departments). To address those risks, we have ensured that all employee have been given training in relation to the Bribery.
- 11.6 In this policy, third party means any individual or organisation you come into contact with during the course of your work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

### **Who is covered by this policy?**

- 11.7 This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded employee, home workers, casual workers and agency employee, volunteers, interns, agents, sponsors, or any other person associated with us, or any of our subsidiaries or their employees, wherever located (collectively referred to as workers in this policy).

### **What is bribery?**

- 11.8 A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

### **Examples: Offering a bribe**

You offer a potential client tickets to a major sporting event, but only if they agree to do business with us.

This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business for us. It may also be an offence for the potential client to accept your offer.

### **Receiving a bribe**

A supplier gives your nephew a job, but makes it clear that in return they expect you to use your influence in our organisation to ensure we continue to do business with them.

It is an offence for a supplier to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage.

### **Bribing a foreign official**

You arrange for the business to pay an additional payment to a foreign official to speed up an administrative process.

The offence of bribing a foreign public official has been committed as soon as the offer is made. This is because it is made to gain a business advantage for us. We may also be found to have committed an offence.

## **Gifts and hospitality**

- 11.9 This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties.
- 11.10 The giving or receipt of gifts is not prohibited, if the following requirements are met:
- (a) it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
  - (b) it complies with local law;
  - (c) it is given in our name, not in your name;
  - (d) it does not include cash or a cash equivalent (such as gift certificates or vouchers);
  - (e) it is appropriate in the circumstances. For example, in Uganda, it is customary for small gifts to be given at Christmas time;
  - (f) taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time;
  - (g) it is given openly, not secretly; and
  - (h) gifts should not be offered to, or accepted from, government officials or representatives, or politicians or political parties, without the prior approval of your line manager OR the compliance manager, Joseph Emmanuel Muwonge (ext.: 882).
- 11.11 We appreciate that the practice of giving business gifts varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift or hospitality is reasonable and justifiable. The intention behind the gift should always be considered.

## What is not acceptable?

- 11.12 It is not acceptable for you (or someone on your behalf) to:
- (a) give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
  - (b) give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;
  - (c) accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them;
  - (d) accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return;
  - (e) threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
  - (f) engage in any activity that might lead to a breach of this policy.

## Facilitation payments and kickbacks

- 11.13 We do not make, and will not accept, facilitation payments or "kickbacks" of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official. They are not commonly paid in the UK, but are common in some other jurisdictions.
- 11.14 If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the Compliance Manager, [Joseph Emmanuel Muwonge](#).
- 11.15 Kickbacks are typically payments made in return for a business favour or advantage. All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

## Donations

- 11.16 We do not make contributions to political parties. We only make charitable donations that are legal and ethical under local laws and practices. No donation must be offered or made without the prior approval of the Compliance Manager, [Joseph Emmanuel Muwonge](#).

## Potential risk scenarios: "red flags"

- 11.17 The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these red flags while working for us, you must report them promptly to the Compliance Manager, [Joseph Emmanuel Muwonge \(ext.: 882\)](#);

- (a) you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
- (b) you learn that a third party has a reputation for paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;
- (c) a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;

- (d) a third-party requests payment in cash and/or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- (e) a third-party request that payment is made to a country or geographic location different from where the third party resides or conducts business;
- (f) a third party requests an unexpected additional fee or commission to "facilitate" a service;
- (g) a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- (h) a third-party request that a payment is made to "overlook" potential legal violations;
- (i) a third-party request that you provide employment or some other advantage to a friend or relative;
- (i) you receive an invoice from a third party that appears to be non-standard or customised;
- (k) a third party insists on the use of side letters or refuses to put terms agreed in writing;
- (l) you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- (m) a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us;
- (n) you are offered an unusually generous gift or offered lavish hospitality by a third party; or client.

## Your responsibilities

- 11.18 You must ensure that you read, understand and comply with this policy.
- 11.19 The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- 11.20 You must notify the Compliance Manager, **Joseph Emmanuel Muwonge** (ext: 882) as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business. Further "red flags" that may indicate bribery or corruption are set out in paragraph 9.17.
- 11.21 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct.

## Record-keeping

- 11.22 We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.
- 11.23 You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review.
- 11.24 You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.
- 11.25 All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and

maintained with strict accuracy and completeness. No accounts must be kept "off-book" to facilitate or conceal improper payments.

## How to raise a concern

- 11.26 You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have any other queries, these should be raised with the compliance manager, **Joseph Emmanuel Muwonge** (ext: 882). Concerns should be reported by following the procedure set out in our Whistle blowing Policy at paragraph 15.

## What to do if you are a victim of bribery or corruption

- 11.27 It is important that you tell the Compliance Manager, Joseph Emmanuel Muwonge as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity.

## Protection

- 11.28 Workers who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.
- 11.29 We are committed to ensuring no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the compliance manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure at paragraph 14.

## Training and communication

- 11.30 Training on this policy forms part of the induction process for all new workers. All existing workers will receive regular, relevant training on how to implement and adhere to this policy.
- 11.31 Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

## 12. SICKNESS ABSENCE POLICY

- 12.1 This policy sets out our procedures for reporting sickness absence and for the management of sickness absence in a fair and consistent way.
- 12.2 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).
- 12.3 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.
- 12.4 We may vary the procedures set out in this policy, including any time limits, as appropriate in any case.

## Disabilities

- 12.5 We are aware that sickness absence may result from a disability. At each stage of the sickness absence meetings procedure (set out in paragraph 10.29 to paragraph 10.35), 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.
- 12.6 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 line manager.

## Sickness absence reporting procedure

- 12.7 You should refer to your contract for details of our sickness absence reporting procedure.
- If you do not have a sickness absence reporting procedure in your contract, you should follow the procedure set out below.
- If you are taken ill or injured while at work you should report or be taken to either your line manager or the HR Department and if appropriate be given permission to leave work.
- Managers should contact the HR Department to make arrangements for anyone who is unwell to be accompanied home or to receive medical treatment where necessary.
- If you cannot attend work because you are ill or injured you should normally telephone your line manager as early as possible and no later than 1 hour before the start of your next duty. If you are unable to contact your line manager or leave a message then you must leave a message on **0044 203 780 3330** or email – [info@stot.co.uk](mailto:info@stot.co.uk)

The following details should be provided:

- (a) The nature of your illness.
  - (b) The expected length of your absence from work.
  - (c) Contact details.
  - (d) Any outstanding or urgent work that requires attention.
- 12.8 Managers should ensure that:
- (a) Any sickness absence that is notified to them is recorded and reported to the HR Department.
  - (b) Arrangements are made, where necessary, to cover work and to inform colleagues and clients (while maintaining confidentiality).
- 12.9 You should expect to be contacted during your absence by your line manager and/or the HR Department who will want to enquire after your health and be advised, if possible, as to your expected return date.
- 12.10 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 inform your manager of your incapacity and its likely duration as soon as possible even if you are abroad. You will not receive company sick pay unless you are able to provide a medical certificate or other evidence of incapacity at your own expense for the full period of incapacity.

## Evidence of incapacity

- 12.11 For sickness absence of between four and seven calendar days you must complete a self-certification form which is available from your line manager.
- 12.12 For absence of more than a week you must obtain a certificate from your doctor (a "Statement of Fitness for Work") stating that you are not fit for work and the reason(s) why. This should be forwarded to your line manager as soon as possible. If your absence continues, further medical certificates must be provided to cover the whole period of absence.

- 12.13 If your doctor provides a certificate stating that you "may be fit for work" you should inform your line 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. This may take place at a return-to-work interview (see paragraph 10.24). If appropriate measures cannot be taken, you will remain on sick leave and we will set a date to review the situation.
- 12.14 Where we are concerned about the reason for absence, or the level of 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, in absences of a week or less, on production of a doctor's invoice.

## **Unauthorised absence**

- 12.15 Cases of unauthorised absence will be dealt with under our Disciplinary Procedure.
- Absence that has not been notified according to the sickness absence reporting procedure will be treated as unauthorised absence.
- 12.17 If you do not report for work and have not telephoned your line manager to explain the reason for your absence, your line manager or the HR Department will try to contact you, by telephone and in writing if necessary. This should not be treated as a substitute for reporting sickness absence.

## **Sick pay**

- 12.18 If you are absent from work you are entitled to:
- (a) Statutory Sick Pay (SSP) provided the relevant requirements are satisfied.
  - (b) Company sick pay in accordance with your contract provided that you comply with both the sickness absence reporting procedure set out in your contract or this Handbook and any requests made under this policy. If you do not, we reserve the right to withhold payment of Company sick pay.
- 12.19 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 line 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.

## **Keeping in contact during sickness absence**

- 12.20 If you are absent on sick leave you should expect to be contacted from time to time by your line manager or the HR Department 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.
- 12.21 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 line manager or the HR Department at any time.

## Medical examinations

- 12.22 We may, at any time in operating this policy, ask you to consent to a medical examination by our Occupational Health Department or a doctor nominated by us (at our expense).
- 12.23 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.

## Return-to-work interviews

- 12.23 If you have been absent on sick leave, we will arrange for you to have a return-to-work interview with your line manager.
- 12.24 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.
- 12.25 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.
- 12.26 We are committed to helping all employees return to work from long-term sickness absence. As part of our sickness absence meetings procedure (see paragraph 10.29 to paragraph 10.35), 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.
- 12.28 If you are unable to return to work in the longer term, we will consider whether you are entitled to any benefits under your contract and/or any insurance schemes we operate.

## Sickness absence meetings procedure

- 12.29 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 10 days.
- 12.30 Unless it is impractical to do so, we will give you 5 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. A reasonable opportunity for you to consider this information before a meeting will be provided.
- 12.31 The meeting will be conducted by your line manager and will normally be attended by a member of the HR Department. You may bring a companion with you to the meeting (see paragraph 10.36 to paragraph 10.41).
- 12.32 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 line manager or the HR Department who will seek to agree an alternative time.

- 12.33 A meeting may be adjourned if your line manager or the HR Department 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.
- 12.34 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 within 7 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).
- 12.35 If, at any time, your line manager or the HR Department 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.

### **Right to be accompanied at meetings**

- 12.36 You may bring a companion to any meeting or appeal meeting under this procedure.
- 12.37 Your companion may be either a trade union representative or a fellow member of employee. Their identity must be confirmed to the line manager or the HR Officer conducting the meeting, in good time before it takes place.
- 12.38 Members of employee 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.
- 12.39 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.
- 12.40 We may at our discretion, permit a companion who is not a member of employee or union representative (for example, a family member) where this will help overcome particular difficulties caused by a disability, or difficulty understanding English.
- 12.41 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.

### **Stage 1: first sickness absence meeting**

- 12.42 This will follow the procedure set out on the arrangements for and right to be accompanied at sickness absence meetings.
- 12.43 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 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.

## **Stage 2: further sickness absence meeting(s)**

- 12.44 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 on the arrangements for and right to be accompanied at sickness absence meetings.
- 12.45 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 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.

## **Stage 3: final sickness absence meeting**

- 12.46 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 on the arrangements for and right to be accompanied at sickness absence meetings.
- 12.47 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.
- 12.48 Termination will normally be with full notice or payment in lieu of notice.

## 12.49 Appeals

- 12.50 You may appeal against the outcome of any stage of this procedure and you may bring a companion to an appeal meeting (see paragraph 10.36 to paragraph 10.41).
- 12.51 An appeal should be made in writing, stating the full grounds of appeal, to the HR Department within 7 days of the date on which the decision was sent to you.
- 12.52 Unless it is not practicable, you will be given written notice of an appeal meeting within one week of the meeting. In cases of dismissal the appeal will be held as soon as possible. Any new O matters raised in an appeal may delay an appeal meeting if further investigation is required.
- 12.53 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.
- 12.54 Where practicable, an appeal meeting will be conducted by a line manager or an HR Manager senior to the individual who conducted the sickness absence meeting.
- 12.55 Depending on the grounds of appeal, an appeal meeting may be a complete rehearing of the matter or a review of the original decision.
- 12.56 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 5 days of the appeal meeting. There will be no further right of appeal.
- 12.57 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.

## 13. Sickness

### 13.1 Notification of Absence

Employees must notify their Line Manager as soon as they become aware that they will be absent for any reason and in any event at least 2 hours before the start of their next duty.

The likely duration of the absence will also be required, if possible.

In the case of severe sickness or accident a third party may report the absence, however contact from the employee will be expected at the soonest practicable moment.

In the interest of employee welfare, the company may seek to contact any employee still absent from their place of duty one hour after their scheduled start time.

Wilful failure to notify of absence by the appointed time may result in disciplinary action.

### 13.2 Appointments

Medical or other appointments should be made outside working hours if possible. If this is not practicable appointments should be made in liaison with Line Managers. At the Farm's / company's sole discretion paid or unpaid time off for appointments may be given, or hours offset to accommodate appointments.

Unauthorised absence to attend appointments may result in disciplinary action.

### 13.3 Sickness

#### Statutory Sick Pay (SSP)

Employees will be paid up to 5 days for absence due to sickness in each calendar year. This is subject to a satisfactory reason for absence and completion of a return-to-work interview

with the employees' line manager. Statutory Sick Pay (SSP) will then be paid in accordance with current legislation, provided the appropriate provisions are satisfied.

#### **Sickness absence of three days or less**

No certification is required for sickness absence of three days or less; employees will attend a welfare interview with their Line Manager on return.

#### **Self-Certification (Sickness absence of seven days or less)**

After sickness absence of more than three days but less than eight, employees must complete a self

#### **Certification form for submission to their Line Manager.**

Certification by a Registered Medical Practitioner (e.g., Dr or Consultant) For periods of sickness absence over seven days a certificate signed by a Registered Medical Practitioner is required. This must be submitted to the employee's Line Manager within 4 days of issue.

#### **Frequent or extended sickness**

In the event of frequent occurrences of sickness, or extended sickness absence, the company may request employees submit to medical examination by a company appointed Doctor or Occupational Health Specialist, or permit consultation with their own medical adviser(s)

#### **Disability**

In the event of any medical condition being determined to be a disability under the terms of the Disability Discrimination, the company will endeavour to make all reasonable adjustments to accommodate (continued) employment of the employee.

#### **Alternative duties**

In some circumstances during sickness absence the company may wish to offer employees temporary alternative duties not precluded by the illness or injury and reserves the right to request consultation with the employee's medical adviser(s) for this purpose.

#### **Other activities**

During sickness absence the Company does not expect that employees will participate in any activity which a reasonable person or Health Care Professional would find inconsistent with the reason given for absence; this includes both alternative work and leisure activities.

### **13.4 Maternity**

Pregnant employees should notify their Line Manager of their condition and the anticipated date of birth as soon as possible to enable statutory rights to be offered in accordance with current regulations.

### **13.5 Infectious and Contagious Conditions**

Diagnosis of an infectious or contagious condition causing absence must be reported to the employee's Line Manager immediately. Further action under Health and Safety regulations may also be required.

Failure to report infectious or contagious illness may result in disciplinary action for gross misconduct.

### **13.6 Self-inflicted Injury**

Absence due to self-inflicted illness (e.g., over-indulgence in alcohol) or injury (e.g. sporting injury) may, depending on circumstances, result in disciplinary action.

## **13.7 Return to Work**

### **Notification**

Employees should inform their Line Manager as soon as they are fit to return to work.

### **Fitness for work**

The company may require confirmation of fitness to return to work from employees' medical advisers(s) or a Farm / Company appointed Dr or Occupational Health Specialist.

### **Return to work interviews**

A return-to-work interview will take place after all absence for the purposes of good employee relations and/or welfare.

The company reserves the right to suspend employees on full pay at any time while their fitness to work is determined.

## **13.8 Other Absence**

### **Authorised absence**

Please see section five for conditions regarding leave and other authorised absence.

### **Unauthorised absence.**

Any absence of any duration from an appointed place of work not by reason of notified sickness or approved leave will be considered unauthorised and may result in disciplinary action. Absence occasioning actual loss to the company may result in disciplinary action for serious or gross misconduct.

## **13.9 Recovery of Payments from Third Parties**

The company reserves the right to seek reimbursement from employees of sick-pay or other interim payments made which are later also recovered from third parties by the employee, e.g. as compensation for loss.

## **14. Attendance**

### **14.1 Hours of Work**

Employees' usual hours of work are specified in their Statement of Specific Terms of Employment and they are responsible for beginning work at the appointed time. Lateness and absence will be treated as disciplinary offences.

If applicable employees must comply with "clocking-in/clocking-out" procedures. Violation of these procedures, and particularly fraudulent abuse, may result in disciplinary action for gross misconduct and possible criminal charges.

### **14.2 Overtime**

Employees are expected to respond flexibly, when practicable, to the demands of the company's variable workload, including the need for casual overtime. Where applicable, enhanced rates will be paid for authorised, additional hours worked. No employee will be required to work more than 56 hours per week unless a "contracting out" agreement has been signed.

### **14.3 Night Work**

If, during the course of an employee's normal working hours, they work at least three hours between 12:00 midnight and 5:00 a.m. the normal working hours shall not exceed an average of eight hours per twenty-four-hour period.

If the work undertaken involves special hazards, e.g. heavy physical or mental strain, no more than eight hours should be worked in any twenty- four-hour period.

Employees are required to inform their Line Manager of all hours worked between 12:00 midnight and 5:00 a.m. In order that their Line Manager can monitor workloads and carry out calculations of average hours over relevant reference periods.

### **Night Work Health Assessment**

All employees undertaking night work will be offered a health assessment. Line Managers will ensure that the international regulations on health assessment of young workers (aged 16-18) are complied with.

#### **14.4 Flexible Working**

Applications for flexible working will be considered individually based on circumstances and current statutes. Flexible working will not be unreasonably refused.

### **15. CAPABILITY PROCEDURE**

- 15.1 The primary aim of this procedure is to provide a framework within which managers can work with employees to maintain satisfactory performance standards and to encourage improvement where necessary.
- 15.2 It is our policy to ensure that concerns over performance are dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond at a hearing before any formal action is taken.

#### **What is covered by the policy?**

- 15.3 This policy is used to deal with poor performance. It does not apply to cases involving genuine sickness absence, proposed redundancies or misconduct. In those cases, reference should be made to the appropriate policy or procedure in the Employee Handbook.

#### **Identifying performance issues**

- 15.4 In the first instance, performance issues should normally be dealt with informally between you and your line manager as part of day-to-day management. Where appropriate, a note of an such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future capability hearings. The formal procedure should be used for more serious cases, or in any case where an earlier informal discussion has not resulted in a satisfactory improvement. Informal discussions may help:
- (a) clarify the required standards;
  - (b) identify areas of concern;
  - (c) establish the likely causes of poor performance and identify any training needs; and/or
  - (d) set targets for improvement and a time-scale for review.
- 15.5 Employees will not normally be dismissed for performance reasons without previous warnings. However, in serious cases of gross negligence, or in any case involving an employee who has not yet completed their probationary period, dismissal without previous warnings may be appropriate.
- 15.6 If we have concerns about your performance, we will undertake an assessment to decide if there are grounds for taking formal action under this procedure. The procedure involved will depend o the circumstances but may involve reviewing your personnel file including any appraisal records, gathering any relevant documents, monitoring your work and, if appropriate, interviewing you and/or other individuals confidentially regarding your work.

## Disabilities

- 15.7 Consideration will be given to whether poor performance may be related to a disability and, if so, whether there are reasonable adjustments that could be made to your working arrangements, including changing your duties or providing additional equipment or training. We may also consider making adjustments to this procedure in appropriate cases.
- 15.8 If you wish to discuss this or inform us of any medical condition you consider relevant, you should contact your line manager or line manager or the HR Department.

## Confidentiality

- 15.9 Our aim is to deal with performance matters 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 matter which is subject to this capability procedure.
- 15.10 You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.
- 15.11 You will normally be told the names of any witnesses whose evidence is relevant to your capability hearing, unless we believe that a witness's identity should remain confidential.

## Notification of a capability hearing

- 15.12 If we consider that there are grounds for taking formal action over alleged poor performance, you will be required to attend a capability hearing. We will notify you in writing of our concerns over your performance, the reasons for those concerns, and the likely outcome if we decide after the hearing that your performance has been unsatisfactory. We will also include the following where appropriate:
- (a) A summary of relevant information gathered as part of any investigation.
  - (b) A copy of any relevant documents which will be used at the capability hearing.
  - (c) A copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.
- 15.13 We will give you written notice of the date, time and place of the capability hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time, usually two to seven days, to prepare your case based on the information we have given you.

### Right to be accompanied at hearings

- 15.14 You may bring a companion to any capability hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell the manager conducting the hearing who your chosen companion is, in good time before the hearing.
- 15.15 A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.
- 15.16 If your choice of companion is unreasonable, we may require you to choose someone else, for example:
- (a) if in our opinion your companion may have a conflict of interest or may prejudice the hearing; or
  - (b) if your companion works at another site and someone reasonably suitable is available at the site at which you work; or

- (c) if your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days.

15.17 We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) where this will help overcome a particular difficulty caused by a disability, or where you have difficulty understanding English.

### **Procedure at capability hearings**

15.18 If you or your companion cannot attend the hearing you should inform us immediately and we will usually arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example, for health reasons), we may have to take a decision based on the available evidence.

15.19 The hearing will normally be held by your line manager or a more senior manager and will normally be attended by a member of the Human Resources Department. You may bring companion with you to the hearing (see paragraph 11.14 to paragraph 11.17). Your companion may make representations, ask questions, and sum up your case, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

15.20 You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness. However, you will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, we decide that a fair hearing could not be held otherwise.

15.21 The aims of a capability hearing will usually include:

- (a) Setting out the required standards that we believe you may have failed to meet, and going through any relevant evidence that we have gathered.
- (b) Allowing you to ask questions, present evidence, call witnesses, respond to evidence and make representations.
- (c) Establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement.
- (d) Identifying whether there are further measures, such as additional training or supervision, which may improve performance.
- (e) Where appropriate, discussing targets for improvement and a time-scale for review.
- (f) If dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment.

15.22 A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

15.23 We will inform you in writing of our decision and our reasons for it, usually within [one week] of the capability hearing. Where possible we will also explain this information to you in person.

### **Stage 1 hearing: [first written warning or improvement note]**

15.24 Following a Stage 1 capability hearing, if we decide that your performance is unsatisfactory, we will give you a first written warning or an improvement note, setting out:

- (a) The areas in which you have not met the required performance standards.
- (b) Targets for improvement.

- (c) Any measures, such as additional training or supervision, which will be taken with a view to improving performance.
- (d) A period for review.

The consequences of failing to improve within the review period, or of further unsatisfactory performance.

- 15.25 A first written warning or an improvement note may be authorised by your line manager or the HR Department
- 15.26 The warning or improvement note will normally remain active for six months [from the end of the review period], after which time it will be disregarded for the purposes of the capability procedure.
- 15.27 After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future capability proceedings.
- 15.28 Your performance will be monitored during the review period and we will write to inform you of the outcome:
  - (a) if your line manager is satisfied with your performance, no further action will be taken;
  - (b) if your line manager is not satisfied, the matter may be progressed to a Stage 2 capability hearing; or
  - (c) if the manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

### **Stage 2 hearing: final written warning**

- 15.29 If your performance does not improve within the review period set out in a first written warning or an improvement note, or if there is further evidence of poor performance while your first written warning or improvement note is still active, we may decide to hold a Stage 2 capability hearing. We will send you written notification as set out in paragraph 13.19 to paragraph 13.20.
- 15.30 Following a Stage 2 capability hearing, if we decide that your performance is unsatisfactory, we will give you a final written warning, setting out:
  - (a) the areas in which you have not met the required performance standards;
  - (b) targets for improvement;
  - (c) any measures, such as additional training or supervision, which will be taken with a view to improving performance;
  - (d) a period for review; and
  - (e) the consequences of failing to improve within the review period, or of further unsatisfactory performance.
- 15.31 A final written warning may be authorised by your line manager or the HR Department
- 15.32 A final written warning will normally remain active for 12 months [from the end of the review period]. After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future capability proceedings.
- 15.33 Your performance will be monitored during the review period and we will write to inform you of the outcome:
  - (a) if your line manager is satisfied with your performance, no further action will be taken;
  - (b) if your line manager is not satisfied, the matter may be progressed to a Stage 3 capability hearing; or

- (c) if the manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

### **Stage 3 hearing: dismissal or redeployment**

15.34 We may decide to hold a Stage 3 capability hearing if we have reason to believe:

- (a) Your performance has not improved sufficiently within the review period set final written warning;
- (b) Your performance is unsatisfactory while a final written warning is still active; or
- (c) Your performance has been grossly negligent such as to warrant dismissal need for a final written warning.

We will send you written notification of the hearing as set out in paragraph 13.19 to paragraph 13.20.

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

- (a) Dismissing you.
- (b) Redeploying you into another suitable job at the same or (if your contract permits) a lower grade.
- (c) Extending an active final written warning and setting a further review period (in exceptional cases where we believe a substantial improvement is likely within the review period).
- (d) Giving a final written warning (where no final written warning is currently active).

15.36 The decision may be authorised by your Line manager or the HR Department

15.37 Dismissal will normally be with full notice or payment in lieu of notice, unless your performance has been so negligent as to amount to gross misconduct, in which case we may dismiss you without notice or any pay in lieu.

### **Appeals against action for poor performance**

15.38 If you feel that a decision about poor performance under this procedure is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to line manager or the HR Department within one week of the date on which you were informed in writing of the decision.

15.39 If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful, you will be reinstated with no loss of continuity or pay.

15.40 If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light, we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing.

15.41 We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice.

15.42 The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.

- 15.43 Where possible, the appeal hearing will be conducted by a [more senior] manager who has not been previously involved in the case. A member of the Human Resources Department and the manager who conducted the capability hearing will also usually be present. You may bring a companion with you to the appeal hearing (see paragraph 11.14 to paragraph 11.17)
- 15.44 A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 15.45 Following the appeal hearing we may:
- (a) confirm the original decision;
  - (b) revoke the original decision; or
  - (c) substitute a different penalty.

We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.

## 16. Code of Conduct

### 16.1 General

All employees are expected to conduct themselves in a professional and reputable manner, both on and off duty, and not to engage in activities that might bring the Company's good name into disrepute.

Employees are required to use their best endeavours to promote the interests of the Company at all times.

### 16.2 Misrepresentation

When dealing with customers employees must be accurate in the description of merchandise or services.

### 16.3 Appearance

#### **Working dress**

Employees should at all times appear neat, tidy, and dressed appropriately for the duties they are required to perform. Provided uniform should be worn at all times.

#### **Personal Hygiene**

A high standard of personal hygiene must be maintained.

### 16.4 Alcohol and Drugs

#### **Alcohol**

The consumption of alcohol or being under the influence of alcohol while on duty is forbidden.

#### **Drugs**

The possession or use of drugs, or being under the influence of drugs other than medication prescribed by a registered medical practitioner, while on duty is forbidden. Employees prescribed medication must report this to their Line Manager.

Being found to be under the influence of alcohol or drugs, including prescription drugs of which the company is unaware, will result in suspension and disciplinary action for gross misconduct.

## 16.5 Gambling

Gambling, or organising gambling, while on duty or company premises is forbidden.

## 16.6 Gifts

The giving or receiving of gifts, gratuities or personal services, either on or off duty, to or from clients, suppliers or other company business contacts is forbidden.

If refusal of a gift would offend, the acceptance must be declared to the Managing Director / CEO through the known contacts for a decision on its retention to be made.

An employee found to have accepted any gift, gratuity or personal service without declaration may be subject to disciplinary action for gross misconduct.

## 17. DISCIPLINARY RULES

17.1 These Disciplinary Rules should be read in conjunction with our Disciplinary Procedure. The aim of the Disciplinary Rules and Disciplinary Procedure is to set out the standards of conduct expected of all employee and to provide a framework within which managers can work with employee to maintain those standards and encourage improvement where necessary.

17.2 It is our policy to ensure that any disciplinary matter is dealt with fairly and in accordance with the Disciplinary Procedure.

17.3 If you are in any doubt as to your responsibilities or the standards of conduct expected you should speak to your line manager [or a member of Human Resources].

### Rules of conduct

17.4 While working for us you should at all times maintain professional and responsible standards of conduct. In particular you should:

- (a) observe the terms and conditions of your contract, particularly with regard to:
  - (i) hours of work;
  - (ii) confidentiality;
- (b) observe all our policies, procedures and regulations which are included in this Employee Handbook or notified to you from time to time by means of notice boards, e-mail, the intranet or otherwise;
- (c) take reasonable care in respect of the health and safety of colleagues and third parties and comply with our Health and Safety Policy;
- (d) comply with all reasonable instructions given by managers; and act at all times in good faith and in [the best interests of the company, its customers and employee or our best interests and those of our customers and employee.

17.5 Failure to maintain satisfactory standards of conduct may result in action being taken under our Disciplinary Procedure.

### Misconduct

17.6 The following are examples of matters that will normally be regarded as misconduct and will be dealt with under our Disciplinary Procedure:

- (a) Minor breaches of our policies including the Sickness Absence Policy, Electronic Information and Communications Systems Policy, and Health and Safety Policy;
- (b) Minor breaches of your contract;

- (c) Damage to, or unauthorised use of, our property;
- (d) Poor timekeeping;
- (e) Time wasting;
- (f) Unauthorised absence from work;
- (g) Refusal to follow instructions;
- (h) Failure to follow I.D requirements in line with Company Q.A. system.
- (i) Excessive use of our telephones for personal calls;
- (j) Excessive personal e-mail or internet usage;
- (k) Obscene language or other offensive behaviour; (l) Negligence in the performance of your duties; or
- (m) Smoking in no-smoking areas.

This list is intended as a guide and is not exhaustive.

## Gross misconduct

- 17.7 Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably damage the working relationship and trust between employer and employee. Gross misconduct will be dealt with under our Disciplinary Procedure and will normally lead to dismissal without notice or pay in lieu of notice (summary dismissal).
- 17.8 The following are examples of matters that are normally regarded as gross misconduct:
- (a) Theft or fraud; Theft, or unauthorised removal of our property or the property of a colleague, contractor, customer or member of the public; or Fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets;
  - (b) Physical violence or bullying; or Actual or threatened violence, or behaviour which provokes violence;
  - (c) Deliberate and serious damage to property; or Deliberate damage to our buildings, fittings, property or equipment, or the property of a colleague, contractor, customer or member of the public;
  - (d) Serious misuse of our property or name;
  - (e) Deliberately accessing internet sites containing pornographic, offensive or obscene material;
  - (f) Serious insubordination; or Repeated or serious failure to obey instructions, or any other serious act of insubordination;
  - (g) Unlawful discrimination or harassment;
  - (h) Bringing the organisation into serious disrepute;
  - (i) Serious incapability at work brought on by alcohol or illegal drugs; Being under the influence of alcohol, illegal drugs or other substances during working hours;
  - (j) Causing loss, damage or injury through serious negligence;
  - (k) Serious breach of health and safety rules; Serious or repeated breach of health and safety rules or serious misuse of safety equipment;
  - (l) Serious breach of confidence; Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;

- (m) Acceptance of bribes or other secret payments;
- (n) [Conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our employee, customers or the public, or otherwise affects your suitability to continue to work for us;
- (o) Possession, use, supply or attempted supply of illegal drugs;
- (p) Serious neglect of duties, or a serious or deliberate breach of your contract or operating procedures;
- (q) Knowing breach of statutory rules affecting your work;
- (r) Unauthorised use, processing or disclosure of personal data contrary to our Data Protection Policy;
- (s) Harassment of, or discrimination against, employees, contractors, clients or members of the public, related to gender, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, disability, religion or belief or age [contrary to our Equal Opportunities Policy or our Anti-harassment and Bullying Policy;
- (t) Refusal to disclose any of the information required by your employment or any other information that may have a bearing on the performance of your duties;
- (u) Giving false information as to qualifications or entitlement to work (including immigration O status) in order to gain employment or other benefits;
- (v) Knowingly taking parental, paternity or adoption leave when not eligible to do so or for a purpose other than supporting a child;
- (w) Making a disclosure of false or misleading information under our Whistle blowing Policy maliciously, for personal gain, or otherwise in bad faith;
- (x) Making untrue allegations in bad faith against a colleague;
- (y) Victimising a colleague who has raised concerns, made a complaint or given evidence information under our Whistle blowing Policy, Anti-harassment and Bullying Policy, Grievance Procedure, Disciplinary Procedure or otherwise;]
- (z) Serious misuse of our information technology systems (including misuse of developed or licensed software, use of unauthorised software and misuse of e-mail and the internet) [contrary to our Electronic Information and Communications Systems Policy;
- (aa) Undertaking unauthorised paid or unpaid employment during your working hours;
- (bb) Unauthorised entry into an area of the premises to which access is prohibited.

This list is intended as a guide and is not exhaustive.

## **18. DISCIPLINARY PROCEDURE**

- 18.1 The aims of this Disciplinary Procedure [and its associated Disciplinary Rules] are to set out the standards of conduct expected of all employee and to provide a framework within which managers can work with employees to maintain satisfactory standards of conduct and to encourage improvement where necessary.
- 18.2 It is our policy to ensure that any disciplinary matter is dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond before taking any formal action.

## **What is covered by the procedure?**

- 18.3 This procedure is used to deal with misconduct. It does not apply to cases involving genuine sickness absence, proposed redundancies or poor performance. In those cases, reference should be made to the appropriate policy or procedure.
- 18.4 Minor conduct issues can often be resolved informally between you and your line manager. These discussions should be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future capability hearings. In some cases, an informal verbal warning may be given, which will not form part of your disciplinary records. Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).
- 18.5 You will not normally be dismissed for a first act of misconduct, unless we decide it amounts to gross misconduct or you have not yet completed your probationary period.
- 18.6 If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with your line manager or Marylyn O'Kane, HR Department as soon as possible.

## **Confidentiality**

- 18.7 Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicate to them in connection with an investigation or disciplinary matter.
- 18.8 You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.
- 18.9 You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless we believe that a witness's identity should remain confidential.

## **Investigations**

- 18.10 The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents. The HR Department will usually appoint an Investigating Officer to carry out the investigation.
- 18.11 Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.
- 18.12 You do not normally have the right to bring a companion to an investigative interview. However, we may allow you to bring a companion if it helps you to overcome any disability, or any difficulty in understanding English.
- 18.13 You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

## **Criminal charges**

- 18.14 Where your conduct is the subject of a criminal investigation, charge or conviction we will investigate the facts before deciding whether to take formal disciplinary action.
- 18.15 We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.

- 18.16 A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

## Suspension

- 18.17 In some circumstances we may need to suspend you from work. The suspension will be for no longer than is necessary to investigate the allegations and we will confirm the arrangements to you in writing. While suspended you should not visit our premises or contact any of our clients, customers, suppliers, contractors or employee, unless you have been authorised to do so by your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department.
- 18.18 Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations. You will continue to receive your full basic salary and benefits during the period of suspension.

## Notification of a hearing

- 18.19 Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if we decide after the hearing that the allegations are true. We will also include the following where appropriate:
- (a) a summary of relevant information gathered during the investigation;
  - (b) a copy of any relevant documents which will be used at the disciplinary hearing; and
  - (c) a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.
- 18.20 We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time, usually two to seven days, to prepare your case based on the information we have given you.

## The right to be accompanied

- 18.21 You may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell **Joseph Emmanuel Muwonge, Interim** HR Department who your chosen companion is, in good time before the hearing.
- 18.22 A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.
- 18.23 If your choice of companion is unreasonable, we may require you to choose someone else, for example:
- (a) if in our opinion your companion may have a conflict of interest or may prejudice the hearing; or
  - (b) if your companion works at another site and someone reasonably suitable is available at the site at which you work; or
  - (c) if your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days.
- 18.24 We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) where this will help overcome a disability, or where you have difficulty understanding English.

## Procedure at disciplinary hearings

- 18.25 If you or your companion cannot attend the hearing you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence.
- 18.26 The hearing will be chaired by a member of the senior management team. The Investigating Officer and **Joseph Emmanuel Muwonge, Interim** HR Department will also be present. You may bring a companion with you to the disciplinary hearing (see paragraph 13.21 to paragraph 13.24)
- 18.27 At the disciplinary hearing we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your companion may make representations to us and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.
- 18.28 You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness. However, you will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, we decide that a fair hearing could not be held otherwise.
- 18.29 We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 18.30 We will inform you in writing of our decision and our reasons for it, usually within one week of the disciplinary hearing. Where possible we will also explain this information to you in person.

## Disciplinary penalties

- 18.31 The usual penalties for misconduct are set out below. No penalty should be imposed without a hearing. We aim to treat all employees fairly and consistently, and a penalty imposed on another employee for similar misconduct will usually be taken into account but should not be treated as a precedent. Each case will be assessed on its own merits.

**Stage 1 - First written warning.** A first written warning may be authorised by a member of the senior management team. It will usually be appropriate for a first act of misconduct where a member of the senior management team. It will usually be appropriate for a first act of misconduct where there are no other active written warnings on your disciplinary record.

**Stage 2 - Final written warning.** A final written warning may be authorised by the senior management team. It will usually be appropriate for:

- (a) misconduct where there is already an active written warning on your record;
- (b) misconduct that we consider sufficiently serious to warrant a final written warning though there are no other active warnings on your record.

**Stage 3 - Dismissal.** Dismissal may be authorised by a member of the senior team. It will usually only be appropriate for:

- (c) any misconduct during your probationary period;
- (d) further misconduct where there is an active final written warning on your record;
- (e) any gross misconduct regardless of whether there are active warnings on your record. Gross misconduct will usually result in immediate dismissal without notice in

lieu of notice (summary dismissal). Examples of gross misconduct are Disciplinary Rules, which are contained in the Employee Handbook.

18.32 **Alternatives to dismissal.** In some cases, we may at our discretion consider alternatives to dismissal. These may be authorised by a **Director** and will usually be accompanied by a final written warning. Examples include:

- (a) Demotion.
- (b) Transfer to another department or job.
- (c) A period of suspension without pay.
- (d) Loss of seniority.
- (e) Reduction in pay.
- (f) Loss of future pay increment or bonus.
- (g) Loss of overtime.

### **The effect of a warning**

18.33 Written warnings will set out the nature of the misconduct, the change in behaviour required, the period for which the warning will remain active, and the likely consequences of further misconduct in that active period.

18.34 A first written warning will usually remain active for six months and a final written warning will usually remain active for 12 months. In exceptional cases verging on gross misconduct or details of company specific misconduct which may warrant indefinite warnings such as dangerous breaches of health and safety, a final written warning may state that it will remain active indefinitely. Your conduct may be reviewed at the end of a warning's active period and if it has not improved sufficiently, we may decide to extend the active period.

18.35 After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future disciplinary proceedings.

### **Appeals against disciplinary action**

18.36 If you feel that disciplinary action taken against you is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to Marylyn O'Kane, HR Department within one week of the date on which you were informed of the decision.

18.37 If you are appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if your appeal is successful you will be reinstated with no loss of continuity or pay.

18.38 If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light, we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing.

18.39 We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice.

18.40 The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed

and any new information that may have come to light. This will be at our discretion depending on the circumstances of your case. In any event the appeal will be dealt with as impartially as possible.

18.41 Where possible, the appeal hearing will be conducted impartially by a more senior manager who has not been previously involved in the case. The Investigating Officer and/or a member of the Human Resources Department and/or the manager who conducted the disciplinary

hearing will also usually be present. You may bring a companion with you to the appeal hearing (see paragraph 13.21 to paragraph 13.24).

18.42 We may adjourn the appeal hearing if we need to carry out any further investigations in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

18.43 Following the appeal hearing we may:

- (a) confirm the original decision;
- (b) revoke the original decision; or
- (c) substitute a different penalty.

18.44 We will inform you in writing of our final decision as soon as possible, usually within one week of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.

## **19. GRIEVANCE PROCEDURE**

19.1 It is our policy to ensure that all employees have access to a procedure to help deal with any grievances relating to their employment fairly and without unreasonable delay. We aim to investigate any formal grievance you raise, hold a meeting to discuss it with you, inform you in writing of the outcome, and give you a right of appeal if you are not satisfied.

### **19.2 Issues that may cause grievances include:**

- (a) terms and conditions of employment;
- (b) health and safety;
- (c) work relations;
- (d) bullying and harassment;
- (e) new working practices;
- (f) working environment;
- (g) organisational change; and
- (h) discrimination.

### **Using this procedure**

19.3 If you have difficulty at any stage of the Grievance Procedure because of a disability or because English is not your first language, you should discuss the situation with your line manager or HR Department as soon as possible.

19.4 This Grievance Procedure should not be used to complain about dismissal or disciplinary action. If you are dissatisfied with any disciplinary action, you should submit an appeal under the appropriate procedure in this Employee Handbook.

19.5 We have a separate Anti-harassment and Bullying Policy that may be useful if you have been the victim of bullying or harassment or wish to report an incident of bullying or harassment involving other people. It is set out in this Employee Handbook.

19.6 We operate a separate Whistle blowing Policy to enable employees to report illegal activities wrongdoing or malpractice. However, where you are directly affected by the matter in question or where you feel you have been victimised for an act of whistle blowing, you may raise the matter under this Grievance Procedure.

19.7 Written grievances will be placed on your personnel file along with a record of any decisions taken and any notes or other documents compiled during the grievance process. These will be processed in accordance with our Data Protection Policy.

## Raising grievances informally

- 19.8 Most grievances can be resolved quickly and informally through discussion with your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department. If you feel unable to speak to your manager, for example, because the complaint concerns him or her, then you should speak informally to a more senior manager. If this does not resolve the issue, you should follow the formal procedure below.

## Formal written grievances

- 19.9 If your grievance cannot be resolved informally you should put it in writing and submit it to your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department, indicating that it is a formal grievance. If the grievance concerns him or her, you may submit it instead to any member of the senior management team.
- 19.10 The written grievance should contain a brief description of the nature of your complaint, including any relevant facts, dates, and names of individuals involved. In some situations, we may need to ask you to provide further information.

## Investigations

- 19.11 In some cases it may be necessary for us to carry out an investigation into your grievance. The amount of any investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents. The investigation may be carried out by your line manager **Joseph Emmanuel Muwonge**, Interim HR Department or someone else appointed by us.
- 19.12 You must co-operate fully and promptly in any investigation. This may include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending interviews, as part of our investigation.
- 19.13 We may initiate an investigation before holding a grievance meeting where we consider this appropriate. In other cases, we may hold a grievance meeting before deciding what investigation (if any) to carry out. In those cases, we will hold a further grievance meeting with you after our investigation and before we reach a decision.

## Right to be accompanied

- 19.14 You may bring a companion to any grievance meeting or appeal meeting under this procedure.
- The companion may be either a trade union representative or a colleague. You must tell **Joseph Emmanuel Muwonge** or the person holding the grievance meeting who your chosen companion is, in good time before the meeting.
- 19.15 At the meeting, your companion may make representations to us and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the meeting.
- 19.16 Acting as a companion is voluntary and your colleagues are under no obligation to do so. If they agree to do so they will be allowed reasonable time off from duties without loss of pay to act as a companion.
- 19.17 If your choice of companion is unreasonable, we may ask you to choose someone else, for example:
- (a) if in our opinion your companion may have a conflict of interest or may prejudice the meeting; or
  - (b) if your companion works at another site and someone reasonably suitable is available at the site at which you work; or

- (c) if your companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards.

## **Grievance meetings**

- 19.18 We will arrange a grievance meeting, normally within one week of receiving your written grievance.
- 19.19 You and your companion (if any) should make every effort to attend grievance meetings. If you or your companion cannot attend at the time specified, you should inform us immediately and we will try, within reason, to agree an alternative time.
- 19.20 The purpose of a grievance meeting is to enable you to explain your grievance and how you think it should be resolved, and to assist us to reach a decision based on the available evidence and the representations you have made.
- 19.21 After an initial grievance meeting, we may carry out further investigations and hold further grievance meetings as we consider appropriate. Such meetings will be arranged without unreasonable delay.
- 19.22 Your companion at a grievance meeting may make representations to us and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the meeting.
- 19.23 We will write to you, usually within one week of the final grievance meeting, to inform you of the outcome of your grievance and any further action that we intend to take to resolve the grievance. We will also remind you of your right of appeal. Where appropriate we may hold a meeting to give you this information in person.

## **Appeals**

- 19.24 If the grievance has not been resolved to your satisfaction you may appeal in writing to a Director stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 19.25 We will hold an appeal meeting, normally within one week of receiving your written appeal. This will be dealt with impartially by a more senior manager who has not previously been involved in the case (although they may ask anyone previously involved to be present). You have a right to bring a companion to the meeting (see paragraph 14.14 to paragraph 14.17).
- 19.26 We will confirm our final decision in writing, usually within one week of the appeal hearing. This is the end of the procedure and there is no further appeal.

## **20. WHISTLE BLOWING POLICY**

- 20.1 We are committed to conducting our business with honesty and integrity, and we expect all employee to maintain high standards. However, all organisations face the risk of things going wrong from time to time, or of unknowingly harbouring illegal or unethical conduct. A culture of openness and accountability is essential in order to prevent such situations occurring or to address them when they do occur.
- 20.2 The aims of this policy are:
  - (a) To encourage employee to report suspected wrongdoing as soon as possible, in the knowledge that their concerns will be taken seriously and investigated as appropriate, and that their confidentiality will be respected.
  - (b) To provide employee with guidance as to how to raise those concerns.
  - (c) To reassure employee that they should be able to raise genuine concerns in good faith without fear of reprisals, even if they turn out to be mistaken.

## What is whistle blowing?

- 20.3 Whistle blowing is the disclosure of information which relates to suspected wrongdoing or dangers at work. This may include:
- (a) criminal activity;
  - (b) miscarriages of justice;
  - (c) danger to health and safety;
  - (d) damage to the environment;
  - (e) failure to comply with any legal [or professional] obligation or regulatory requirements;
  - (f) financial fraud or mismanagement;
  - (g) negligence;
  - (h) breach of our internal policies and procedures including our Code of Conduct;
  - (i) conduct likely to damage our reputation;
  - (i) unauthorised disclosure of confidential information;
  - (k) the deliberate concealment of any of the above matters.
- 20.4 A whistle-blower is a person who raises a genuine concern in good faith relating to any of the above. If you have any genuine concerns related to suspected wrongdoing or danger affecting any of our activities (a whistle blowing concern) you should report it under this policy.
- 20.5 This policy should not be used for complaints relating to your own personal circumstances, such as the way you have been treated at work. In those cases, you should use the Grievance Procedure or Anti-harassment and Bullying Policy as appropriate.
- 20.6 If you are uncertain whether something is within the scope of this policy you should seek advice from **Joseph Emmanuel Muwonge, Interim** HR Department, whose contact details are at the end of this policy.

### Raising a whistle blowing concern

- 20.7 We hope that in many cases you will be able to raise any concerns with your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department. You may tell them in person or put the matter in writing if you prefer. They may be able to agree a way of resolving your concern quickly and effectively. In some cases, they may refer the matter to the Whistle blowing Officer.
- 20.8 However, where the matter is more serious, or you feel that your line manager **Joseph Emmanuel Muwonge, Interim** HR Department has not addressed your concern, or you prefer not to raise it with them for any reason, you should contact one of the following:
- (a) The Whistle blowing Office, **101 Rudge Court, 99 Rose Lane, Marks Gate, Romford, RM6 5NR** or
  - (b) The Director
- Contact details are set out at the end of this policy.
- 20.9 We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.
- 20.10 We will take down a written summary of your concern and provide you with a copy after the meeting. We will also aim to give you an indication of how we propose to deal with the matter.

## Confidentiality

20.11 We hope that employee will feel able to voice whistle blowing concerns openly under this policy. However, if you want to raise your concern confidentially, we will make every effort to keep your identity secret. If it is necessary for anyone investigating your concern to know your identity, we will discuss this with you.

20.12 We do not encourage employee to make disclosures anonymously. Proper investigation may be more difficult or impossible if we cannot obtain further information from you. It is also more difficult to establish whether any allegations are credible and have been made in good faith.

Whistle-blowers who are concerned about possible reprisals if their identity is revealed should come forward to the Whistle blowing Officer or one of the other contact points listed in paragraph 15.7 to paragraph 15.10 and appropriate measures can then be taken to preserve confidentiality. If you are in any doubt you can seek advice from Public Concern at Work, the independent whistle blowing charity, who offer a confidential helpline. Their contact details are at the end of this policy.

## External disclosures

20.13 The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.

20.14 The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. It will very rarely if ever be appropriate to alert the media. We strongly encourage you to seek advice before reporting a concern to anyone external. The independent whistle blowing charity, Public Concern at Work, operates a confidential helpline. They also have a list of prescribed regulators for reporting certain types of concern. Their contact details are at the end of this policy.

20.15 Whistle blowing concerns usually relate to the conduct of our employee, but they may sometimes relate to the actions of a third party, such as a customer, supplier or service provider or other appropriate terms. The law allows you to raise a concern in good faith with a third party, where you reasonably believe it relates mainly to their actions or something that is legally their responsibility. However, we encourage you to report such concerns internally first. You should contact your line manager or Marylyn O'Kane, HR Manager or one of the other individuals set out in paragraph 15.7 to paragraph 15.10 for guidance.

## Investigation and outcome

20.16 Once you have raised a concern, we will carry out an initial assessment to determine the scope of any investigation. We will inform you of the outcome of our assessment. You may be required to attend additional meetings in order to provide further information.

20.17 In some cases we may appoint an investigator or team of investigators including employee with relevant experience of investigations or specialist knowledge of the subject matter. The investigator(s) may make recommendations for change to enable us to minimise the risk of future wrongdoing.

20.18 We will aim to keep you informed of the progress of the investigation and its likely timescale. However, sometimes the need for confidentiality may prevent us giving you specific details of the investigation or any disciplinary action taken as a result. You should treat any information about the investigation as confidential.

20.19 If we conclude that a whistle-blower has made false allegations maliciously, in bad faith or with a view to personal gain, the whistle-blower will be subject to disciplinary action.

## If you are not satisfied

- 20.20 While we cannot always guarantee the outcome you are seeking; we will try to deal with your concern fairly and in an appropriate way. By using this policy, you can help us to achieve this.
- 20.21 If you are not happy with the way in which your concern has been handled, you can raise it with one of the other key contacts in paragraph 15.7 to paragraph 15.10. Alternatively, you may contact the chairman of the board of directors (the board) or our external auditors. Contact details are set out at the end of this policy.

## Protection and support for whistle-blowers

- 20.22 It is understandable that whistle-blowers are sometimes worried about possible repercussions. We aim to encourage openness and will support employee who raise genuine concerns in good faith under this policy, even if they turn out to be mistaken.
- 20.23 Employee must not suffer any detrimental treatment as a result of raising a concern in good faith. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform **Joseph Emmanuel Muwonge, Interim** HR Manager immediately. If the matter is not remedied you should raise it formally using our Grievance Procedure.
- 20.24 Employee must not threaten or retaliate against whistle-blowers in any way. Anyone involved in such conduct will be subject to disciplinary action.

## Responsibility for the success of this policy

- 20.25 The board has overall responsibility for this policy, and for reviewing the effectiveness of actions taken in response to concerns raised under this policy.
- 20.26 Marylyn O'Kane, HR Department has day-to-day operational responsibility for this policy, and must ensure that all managers and other employee who may deal with concerns or investigations under this policy receive regular and appropriate training.
- 20.27 Marylyn O'Kane, HR Department, in conjunction with the board should review this policy from a legal and operational perspective at least once a year.
- 20.28 All employees are responsible for the success of this policy and should ensure that they use it to disclose any suspected danger or wrongdoing. Employee are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to **Joseph Emmanuel Muwonge, Interim** HR Department.

## Contacts:

<b>Whistle blowing Officer</b>	Joseph Emmanuel Muwonge <b>Finance Administrator</b> Mobile: +44 79 1438 9750 Email: <a href="mailto:joseph@stot.co.uk">joseph@stot.co.uk</a>
<b>CEO</b>	Joseph Emmanuel Muwonge <b>Finance Administrator</b> Mobile: +44 79 1438 9750 Email: <a href="mailto:joseph@stot.co.uk">joseph@stot.co.uk</a>
<b>Public Concern at Work</b> (Independent whistle blowing charity)	Helpline: (020) 7404 6609 E-mail: <a href="mailto:whistle@pcaw.co.uk">whistle@pcaw.co.uk</a> Website: <a href="http://www.pcaw.co.uk">www.pcaw.co.uk</a>

## 21. Leave (Holiday) and Holiday Pay

### 21.1 Leave Year

The company leave year runs from January to 31 December.

### 21.2 Leave Entitlement

Paid leave is subject to negotiations at contract level. Any employee wishing to take paid leave needs to discuss this with the line manager.

#### Statutory entitlement

The statutory paid leave entitlement for a full year is four weeks and one day; this is equivalent to 21 days including public holidays for staff working fulltime over a six-day week, pro-rata for part-time staff. Leave can only be taken if there are prior agreements. This leave must be taken within the leave year. Statutory entitlement cannot be carried forward or "bought off".

#### Additional entitlement

Any additional (contractual) leave entitlement can, at the company's sole discretion, be carried forward in exceptional circumstances.

Total leave entitlement for part-years will be calculated using the formula:

$$\frac{\text{Annual entitlement}}{365.25} \times \text{Days Service}$$

Part days will be rounded up to the nearest day

#### Paid leave

Holiday pay will be based on the employee's normal working week. This should follow the law of the land relating to paid leave.

For employees who work irregular hours or receive irregular payments (e.g. bonus or commission) the normal working week will be taken as the calculated average of the previous twelve weeks.

#### Public Holidays

As the Farm / Company provides a year-round service, public holidays are treated and paid for as normal working days, however if permitted, the company grants an additional eight days' (contractual) paid leave in lieu of public holidays, with pro-rata entitlement for part-time staff.

#### Allocation of leave

All leave, including public holidays, will be allocated on a "first come, first served" basis. Employees are cautioned not to make financial commitments to leave/holidays until they have approval of the requested dates from the company.

All leave must be applied for using the company leave application form, submitted to Line Managers within the appropriate notice period.

Notice periods required are:

For less than one week's leave:	Three week
One week's leave:	Five weeks
Eight days to two weeks:	Eight weeks
Over two weeks:	Ten weeks*

\*Leave longer than two weeks will be approved only in exceptional circumstances  
The Farm / Company reserves the right to determine or restrict the allocation of leave in response to predicted workload or other practical circumstances.

### **21.3 Absence adjacent to leave**

Absence, other than sickness absence certified by a Registered Medical Practitioner / Doctor, the day before or day after leave or a public holiday (or public holiday weekend) will be treated as unauthorised absence that may lead to disciplinary action.

In exceptional circumstances the company may consider reallocation of leave during which certified sickness has occurred.

### **21.4 Leave Arrangements on Termination**

On termination of employment for any reason untaken leave entitlement will NOT be paid in lieu to the end of the employee's notice period, whether or not notice has been worked.

If more than the entitlement has been taken prior to termination the company reserves the right to make a deduction from any final payment due in lieu of the excess, or to recover this sum by other means if necessary.

### **21.5 Unpaid Leave**

Unpaid leave (leave in excess of employees' entitlements) will only be granted in exceptional circumstances.

### **21.6 Maternity Leave**

Maternity Leave will be granted in accordance with current statutory regulations. Please also see section 6.4 below.

### **21.7 Parental and Paternal Leave etc.**

Additional statutory leave is granted to all parents and to fathers of recently born children. Time Off to deal with emergency situations is also available to the principal carer of a child, or vulnerable adult.

Parental/Paternal Leave and Emergency Time Off will be granted in accordance with current regulations; employees should refer to their Line Manager for further information.

### **21.8 Jury Service**

Employees will be released for Jury service. Line Managers must be notified immediately of the dates and/or times of absence from work required. Any documentation regarding expenses and attendance supplied by the Court must be submitted to the company at the end of jury service.

### **21.9 Military Service**

Employees will be released for Military Reserve service in accordance with current regulations.

### **21.10 Compassionate Leave**

#### **Bereavement**

Paid leave may be granted following the death of a close family member, e.g. spouse, partner or sibling. Leave may also be granted for attendance at burial or cremation services of a near family member, e.g. aunt or grandfather.

### **Personal crisis**

In addition to time off permitted by statute (see 5.7 above), in exceptional circumstances time off may be granted for the resolution of other difficulties involving children or family members, or personal crisis. Details of the crisis will be required, however any information received will be dealt with in the strictest confidence.

## **22. MATERNITY POLICY**

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

### **Definitions**

22.2 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.

### **Notification**

22.3 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 16.11 to paragraph 16.12).

22.4 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 16.14 to paragraph 16.22).

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

### **Time off for ante-natal care**

22.6 If you are pregnant, you may take reasonable paid time off during working hours for ante-natal care. This may include any relaxation or parenting classes that your doctor, midwife or health visitor has advised you to attend. You should try to give us as much notice as possible of the appointment.

22.7 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.

### **Sickness**

22.8 Periods of pregnancy-related sickness absence shall be paid in accordance with the statutory sick pay scheme and/or our Sickness Absence Policy in the same manner as any other sickness absence. Sick pay under our Sickness Absence Policy is normally paid for up to 5 days' absence in any 12-month period. Any payment of sick pay in excess of this as a result of pregnancy-related sickness shall be entirely at our discretion.

- 22.9 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.
- 22.10 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 16.14 to paragraph 16.22).

## Health and safety

- 22.11 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.
- 22.12 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.

## Entitlement to maternity leave

- 22.13 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).

## Starting maternity leave

- 22.14 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).
- 22.15 You must notify us of your Intended Start Date in accordance with paragraph 16.4(c). 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**).
- 22.16 You can postpone 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.
- 22.17 You can bring forward the Intended Start Date by informing us at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.
- 22.18 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.
- 22.19 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 16.18(b) unless we agree to delay it.

- 22.20 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.
- 22.21 The law prohibits you from working during the two weeks following childbirth.
- 22.22 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. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

### **Statutory maternity pay**

- 22.23 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 18.37 to paragraph 16.37). 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 BI 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.
- 22.24 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.
- 22.25 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.
- 22.26 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.
- 22.27 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 payment at the Earnings-Related Rate (if any) will also be increased as necessary.

## **Terms and conditions during OML and AML**

- 22.28 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 [such as life insurance, health insurance, gym membership and use of a company vehicle if applicable] shall continue;
  - (b) annual leave entitlement under your contract shall continue to accrue (see paragraph 16.29 to paragraph 16.31); and
  - (c) pension benefits shall continue (see paragraph 16.32 to paragraph 16.33).

## **Annual leave**

- 22.29 During OML and AML, annual leave will accrue at the rate provided under your contract.
- 22.30 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 ensure that you have taken the full year's entitlement before starting your maternity leave.
- 22.31 Our holiday year runs from 1 January to 31 December.

## **Pensions**

- 22.32 During OML and any further period of paid maternity leave we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on maternity leave provided that you continue to make contributions based on the maternity pay you are receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary then please contact the Human Resources Department or the Pensions Administrator directly.
- 22.33 During unpaid AML we shall not make any payments into a money purchase scheme and the time shall not count as pensionable service under the final salary scheme. 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.

## **Redundancies during maternity leave**

- 22.34 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 as to your continued employment. Employees on maternity leave shall be given first refusal on any suitable alternative vacancies that are appropriate to their skills.

## **Keeping in touch**

- 22.35 We may make reasonable contact with you from time to time during your maternity leave.
- 22.36 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 line manager or the Human Resources Department. 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.
- 22.37 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 16.50).

## Expected return date

- 22.38 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.

## 23. PATERNITY POLICY

- 23.1 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.
- 23.2 No-one will be discriminated against or subjected to a detriment for taking leave in accordance with this policy.

### Definitions

- 23.3 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.

### Entitlement to paternity leave

- 23.4 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.
- 23.5 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 week immediately before the 14th 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.

- 23.6 If your baby is due on or after 3 April 2011 or you are notified of having been matched for adoption on or after 3 April 2011, you are entitled to additional paternity leave (APL) if, in addition to the conditions in paragraph 17.5 above:
- (a) You remain employed by us until the week before the first week of your APL;
  - (b) The child's mother or your co-adopter, as the case may be, has been entitled to statutory leave:
    - (i) in birth cases, the child's mother has been entitled to maternity leave, statutory maternity pay or maternity allowance in respect of her pregnancy, or
    - (ii) in adoption cases, the child's adopter has been entitled to one or both of adoption leave or statutory adoption pay in respect of the child's adoption; and
  - (c) The child's mother or your co-adopter, as the case may be, had returned to work.

#### **Timing and length of paternity leave**

- 23.7 OPL must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments.
- 23.8 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 the child is 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.
- 23.9 APL must be taken as multiples of complete weeks and as one period. The minimum amount of APL that can be taken is two weeks and the maximum is 26 weeks.
- 23.10 APL must be taken in the period beginning 20 weeks after the child's date of birth, or adoption placement, and ending 12 months after that date of birth or adoption.

#### **Notification (birth)**

- 23.11 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.
- 23.12 You must give notice under paragraph 17.11 before the 14th week prior to the Expected Week of Childbirth (or, if this is not possible, as soon as you can).
- 23.13 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.
- 23.14 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.

A combined leave notice and employee declaration form and a mother declaration form are available from **Joseph Emmanuel Muwonge, Interim** HR Department.

23.15 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 child's mother's declaration.

23.16 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.

### **Notification (adoption)**

23.17 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.

23.18 You must give notice under paragraph 17.17 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).

23.19 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.

23.20 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.

A combined leave notice and employee declaration form and an adopter declaration form are available from **Joseph Emmanuel Muwonge, Interim** HR Department

23.21 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.

23.22 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.

### Changing the dates of OPL or APL

23.23 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 17.11. 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.

23.24 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 17.17. 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.
- 23.25 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.
- 23.26 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 17.14 or paragraph 17.20. 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.
- 23.27 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. If you wish to discuss varying or cancelling your APL in these circumstances you should speak to

### **Statutory paternity pay**

- 23.28 In this paragraph, Relevant Period means:
- (a) In birth cases, the eight-week period ending immediately before the 14th week before the Expected Week of Childbirth.
  - (b) In adoption cases, the eight-week period ending immediately before the week in which you or your spouse, civil partner or Partner were notified of being matched with the child.
- 23.29 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.
- 23.30 If you take APL in accordance with this policy, you may be entitled to additional statutory paternity pay (ASPP). Whether and, if so, for how long you may be entitled to ASPP will depend on:
- (a) Your average weekly earnings being not less than the lower earnings limit set by the government during the Relevant Period; and
  - (b) The child's mother or your co-adopter, as the case may be, having returned to work without having taken at least two weeks of their maternity allowance, maternity pay or adoption pay period. Your entitlement to ASPP will equate to the number of weeks of unexpired maternity allowance, maternity pay or adoption pay that remained when the child's mother or your co-adopter returned to work.
- 23.31 OSPP and ASPP are 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 **Joseph Emmanuel Muwonge, Interim** HR Department

## Terms and conditions during OPL and APL

- 23.32 All the terms and conditions of your employment remain in force during OPL and APL, except for the terms relating to pay. In particular:
- (a) Benefits in kind [such as life insurance, health insurance, gym membership and use of a company vehicle if applicable] shall continue;
  - (b) Annual leave entitlement under your contract shall continue to accrue; and
  - (c) Pension benefits shall continue.

## Annual leave

- 23.33 During OPL and APL, annual leave will accrue at the rate provided under your contract.
- 23.34 Annual leave cannot usually be carried over from one holiday year to the next. If the holiday year is due to end during your absence on paternity leave, you should ensure that you have taken your full year's entitlement before your paternity leave starts.
- 23.35 Our holiday year runs from 1 January to 31 December.

## Pensions.

- 17.36 During OPL and APL we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on paternity leave [provided that you continue to make contributions based on the paternity pay you are receiving]. If you wish to increase your contributions to make up any shortfall from those based on your normal salary you should contact **Joseph Emmanuel Muwonge, Interim** HR Department
- 23.37 The periods of both OPL and APL count towards our final-salary pension scheme as pensionable service, provided you make the necessary minimum contributions based on the paternity pay you are receiving.
- 23.38 During any unpaid APL we shall not make any payments into a money purchase scheme, the time shall not be counted as pensionable service under our final salary scheme. 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.

## Redundancies during APL

- 23.39 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 as to your continued employment. Employees on APL will be among those given priority with regard to suitable alternative vacancies that are appropriate to their skills.

## Keeping in touch during APL

- 23.40 We may make reasonable contact with you from time to time during your APL.
- 23.41 You may work (including attending training) for up to ten days during APL without bringing your paternity leave or your ASPP to an end. [The arrangements, including pay, would be set by agreement with your line manager or the Human Resources Department.] You are not obliged to undertake any such work during paternity leave.

- 23.42 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 on 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, that you may have requested come into effect on your return).

### **Returning to work**

- 23.43 You are normally entitled to return to work following either OPL or APL 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.
- 23.44 However, if you have combined your OPL or APL with a period of:
- (a) additional maternity leave;
  - (b) additional adoption leave; or
  - (c) parental leave of more than four weeks,
- and it is not reasonably practicable for you to return to the same job, we will offer you a suitable and appropriate alternative position.
- 23.45 If you wish to return early from APL, you must give us at least six weeks' prior notice. Your ability to do so is subject to the matters set out in paragraph 17.23 to paragraph 17.27.
- 23.46 If you wish to postpone your return from APL, 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.
- 23.47 If you are unable to return to work from APL as expected due to sickness or injury, this will be treated as sickness absence and our Sickness Absence Policy will apply.
- 23.48 In any other case, a late return will be treated as unauthorised absence.
- 23.49 We will deal with any requests by employees to change their working patterns (such as working part-time) after paternity 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 the business. It is helpful if requests are made as early as possible.
- 23.50 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 submit your resignation in accordance with your contract. Once you have done so you will be unable to change your mind without our agreement. This does not affect your right to receive SPP.

## **24. ADOPTION POLICY**

- 24.1 This policy outlines the statutory rights and responsibilities of employees who adopt, and sets out the arrangements for adoption leave. It only applies to employees and does not apply to agency workers or the self-employed.

### **Definitions**

- 24.2 The definitions in this paragraph apply in this policy.

**Qualifying Week:** the week, starting on a Sunday, in which you are notified in writing by an adoption agency of having been matched with a child.

**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.

**Ordinary Adoption Leave (OAL):** a period of up to 26 weeks' leave available to all employees who qualify for adoption leave under paragraph 18.3 to paragraph 18.4.

**Additional Adoption Leave (AAL):** a further period of up to 26 weeks' leave immediately following OAL.

## Entitlement to adoption leave

- 24.3 Adoption leave is only available if you are adopting through a UK [or overseas] adoption agency (for overseas adoptions, see paragraph 18.8 to paragraph 18.13). It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative.
- 24.4 You are entitled to adoption leave if you meet all the following conditions:
- (a) An adoption agency has given you written notice that it has matched you with a child for adoption and tells you the Expected Placement Date.
  - (b) You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
  - (c) You have been continuously employed by us for at least 26 weeks ending with the Qualifying Week.
  - (d) Your spouse or partner will not be taking adoption leave with their employer (although O they may be entitled to take paternity leave).

## Notification of intention to take leave

- 24.5 You must give us notice in writing of:
- (a) the Expected Placement Date; and
  - (b) your intended start date for adoption leave (Intended Start Date) (see paragraph 18.14 to paragraph 18.18).
- 24.6 This notice should be given not more than seven days after the agency notified you in writing that it has matched you with a child.
- 24.7 At least 28 days before your Intended Start Date (or, if this is not possible, as soon as you can), you must also provide us with:
- (a) A Matching Certificate from the adoption agency confirming:
    - (i) the agency's name and address;
    - (ii) the name and date of birth of the child;
    - (iii) the date you were notified of the match; and
    - (iv) the Expected Placement Date.
  - (b) Written confirmation that you intend to take statutory adoption pay and not statutory paternity pay.

## Overseas adoptions

[If you are adopting a child from overseas, the following will apply:

- 24.8 You must have received notification that the adoption has been approved by the relevant UK authority (Official Notification).

- 24.9 You must give us notice in writing of:
- (a) your intention to take adoption leave;
  - (b) the date you received Official Notification; and
  - (c) the date the child is expected to arrive in Great Britain.
- 24.10 This notice should be given as early as possible but, in any case, within 28 days of receiving Official Notification (or, if you have less than 26 weeks' employment with us at the date of Official Notification, within 30 weeks of starting employment).
- 24.11 You must also give us at least 28 days' notice in writing of your Intended Start Date. This can be the date the child arrives in Great Britain or a predetermined date no more than 28 days after the child's arrival in Great Britain.
- 24.12 You must also notify us of the date the child arrives in Great Britain within 28 days of that date.
- 24.13 We may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain.

### **Starting adoption leave**

- 24.14 OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.
- 24.15 You must notify us of your Intended Start Date in accordance with paragraph 18.5 to paragraph 18.7. 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 adoption leave (Expected Return Date).
- 24.16 You can postpone your Intended Start Date by informing us in writing at least 28 days before the original date or, if that is not possible, as soon as you can.
- 24.17 You can bring forward your Intended Start Date by informing us in writing at least 28 days before the new start date or, if that is not possible, as soon as you can.
- 24.18 Shortly before your adoption 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. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

### **Statutory Adoption Pay**

- 24.19 Statutory adoption pay (SAP) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted. You are entitled to SAP if:
- (a) you have been continuously employed for at least 26 weeks at the end of your 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; and
  - (c) you have given us the relevant notifications under paragraph 18.5 to paragraph 18.7.
- 24.20 SAP is paid at a Prescribed Rate which is set by the Government for the relevant tax year, or a 90% of your average weekly earnings calculated over the Relevant Period if this is lower.
- 24.21 SAP accrues with each complete week of absence but payments shall be made on the next normal payroll date. Income Tax, National Insurance and pension contributions shall be deducted as appropriate.

24.22 If you leave employment for any reason (for example, if you resign or are made redundant) you shall still be eligible for SAP if you have already been notified by an agency that you have been matched with a child. In such cases, SAP shall start:

- (a) 14 days before the Expected Placement Date; or
- (b) the day after your employment ends, whichever is the later.

24.23 If you become eligible for a pay rise before the end of your adoption leave, you will be treated for SAP purposes as if the pay rise had applied throughout the Relevant Period. This means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously qualify.

We shall pay you a lump sum to make up the difference between any SAP already paid and the amount payable by virtue of the pay rise. Any future SAP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

### **Terms and conditions during OAL and AAL**

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

- (a) benefits in kind [such as life insurance, health insurance, gym membership and use of a company vehicle if applicable] shall continue;
- (b) annual leave entitlement under your contract shall continue to accrue (see paragraph 18.25 to paragraph 18.27); and
- (c) pension benefits shall continue (see paragraph 18.28 to paragraph 18.30).

24.34 We may make reasonable contact with you from time to time during your adoption leave.

24.35 You may work (including attending training) on up to ten days during adoption leave without bringing your adoption leave to an end. This is not compulsory and arrangements, including any additional pay, would be discussed and agreed with your line manager or the Human Resources Department.

24.36 [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 18.49.]

### **Expected Return Date**

24.37 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 changes, we shall write to you within 28 days of the start of adoption leave with a revised Expected Return Date.

24.38 We will expect you back at work on your Expected Return Date unless you tell us otherwise (see paragraph 18.39 to paragraph 18.46). It will help us if, during your adoption leave, you are able to confirm that you will be returning to work as expected.

### **Returning early**

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

24.40 If you do not give enough notice, we may postpone your return date until four weeks (or eight weeks as appropriate) after you gave notice, or to the Expected Return Date if sooner.

### **Returning late**

- 24.41 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.
- 24.42 If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and our usual sickness policy will apply.
- 24.43 In any other case, late return will be treated as unauthorised absence.

### **Deciding not to return**

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 adoption 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.

- 24.45 Once you have given notice that you will not be returning to work, you cannot change your mind without our agreement.
- 24.46 This does not affect your right to receive SAP.

### **Your rights when you return**

- 24.47 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.
- 24.48 However, if you have taken any period of AAL 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.

### **Returning to work part-time**

- 24.49 We will deal with any requests by employees to change their working patterns (such as working part time) after adoption 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 making and dealing with such requests is set out in our Flexible Working Policy.

## 25. PARENTAL LEAVE POLICY

- 25.1 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.
- 25.2 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.
- 25.3 No-one will be subjected to a detriment for taking or seeking to take parental leave in accordance with this policy.
- 25.4 This policy does not apply to agency workers, consultants or self-employed contractors.

### **Entitlement to parental leave**

- 25.5 Employees who fulfil the criteria set out in paragraph 19.7 and paragraph 19.8 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 19.9 to paragraph 19.19.
- 25.6 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 line manager OR the Human Resources Department].
- 25.7 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.
- 25.8 You have responsibility for a child for the purposes of paragraph 19.7 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.

### **Timing of parental leave**

- 25.9 You can only take parental leave:
- (a) before the child's fifth birthday; or
  - (b) in the case of a child entitled to a disability living allowance, before the child's 18th birthday; or
  - (c) in the case of an adopted child, before the fifth anniversary of the date of placement or, if sooner, the child's 18th birthday.
- 25.10 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.

## Notification requirements

- 25.11 You must give your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department 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.
- 25.12 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 line manager **Joseph Emmanuel Muwonge, Interim** HR Department 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.

## Evidential requirements

- 25.13 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.
- 25.14 For details of what evidence is required in your particular circumstances, or if you have difficulties obtaining the evidence, please contact your line Marylyn O'Kane HR Department

## Our right to postpone parental leave

- 25.15 Where you give notice in accordance with paragraph 19.11 of your intention to take parental leave on the birth or adoption of a child, we shall not postpone that leave.
- 25.16 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.
- 25.17 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.

- 25.18 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.

25.19 You will not lose your parental leave entitlement if, because our postponement of such leave, the leave remains untaken on your child's fifth birthday (or on the fifth anniversary of the child's adoption placement, if applicable).

#### **Terms and conditions during parental leave**

- 25.20 Parental leave under this policy is unpaid. Your contractual provisions relating to pay and benefits are suspended during parental leave.
- 25.21 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.
- 25.22 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).

#### **Pensions**

- 25.23 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.
- 25.24 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.

#### **Returning to work**

- 25.25 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.
- 25.26 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.
- 25.27 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.

#### **Abuse of this policy**

- 25.28 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.

## 26. TIME OFF FOR DEPENDANTS' POLICY

- 26.1 The law recognises and we respect that there will be occasions when you will need take time off work to deal with unexpected events involving one of your dependants or someone close to you.
- 26.2 This time off for dependant's policy gives all employee the right to take a reasonable amount of unpaid time off work to deal with certain situations affecting their dependants. We are committed to a programme of action to make this policy effective and to bring it to the attention of all employee.
- 26.3 No-one who takes time off in accordance with this policy will be subjected to any detriment.
- 26.4 This policy does not apply to agency workers, consultants or self-employed contractors.

### **The right to reasonable unpaid time off**

- 26.5 All employees have a right to take a reasonable amount of unpaid time off work when it is necessary to:
- (a) provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
  - (b) make longer-term care arrangements for a dependant who is ill or injured;
  - (c) take action required in consequence of the death of a dependant;
  - (d) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant; and/or
  - (e) deal with an unexpected incident involving their child during school hours (or those of another educational establishment).
- 26.6 A dependant for the purposes of this policy is:
- (a) an employee's spouse, civil partner, parent or child;
  - (b) a person who lives in the same household as the employee, but who is not their tenant, lodger, boarder or employee; or
  - (c) anyone else who reasonably relies on the employee to provide assistance, make arrangements or take action of the kind referred to in paragraph 20.5.
- 26.7 Employee are only entitled to take time off under this policy to provide personal care for dependant where there is an immediate crisis. If you know well in advance that you wish to take time off to care for a dependant yourself, rather than arrange for someone else to do so, this policy will not apply.

You should take advice from your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department if you need to take time off work in these circumstances.

- 26.8 For the right to time off under this policy to arise, it must be necessary for you to take action in relation to a dependant. Whether action is necessary will depend on the nature of the problem, the closeness of the relationship between you, and whether someone else is available to assist. Action is unlikely to be considered necessary if you knew in advance that a problem might arise but didn't make alternative arrangements for a dependant's care.
- 26.9 Reasonable time off in relation to a particular problem will not normally be more than two days. However, we will always consider each set of circumstances on their facts.

### **Exercising the right to time off**

- 26.10 You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your line manager **Joseph Emmanuel Muwonge, Interim** HR Department:
- (a) the reason for your absence; and
  - (b) how long you expect to be away from work.
- 26.11 If you fail to notify us as required by paragraph 20.10, you may be subject to disciplinary proceedings [under our Disciplinary Procedure] for taking unauthorised time off.
- 26.12 Where it is possible to do so in advance or when you return to work after taking time off under this policy, we might ask you to provide evidence for your reasons for taking the time off. Suspected abuse of this policy will be dealt with as a disciplinary issue under our Disciplinary Procedure.

## **27. COMPASSIONATE LEAVE**

- 27.1 Compassionate leave is designed to help a member of employee where they need deal with necessary arrangements for or assist a close relative who is seriously or critically ill.

### **Entitlement**

- 27.2 Employee are entitled to take paid compassionate leave of up to 2 days in any 12- month period in respect of a spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law.
- 27.3 We may exercise our discretion to grant paid compassionate leave in respect of any other relative or close friend, depending on the circumstances of each case.
- 27.4 A member of employee who is unable to return to work following a period of compassionate leave should contact [their line manager Marylyn O'Kane HR Department. It may be appropriate to take a period of annual leave or unpaid leave in those circumstances.

### **Requesting compassionate leave**

- 27.5 We recognise that it may not always be possible to request compassionate leave in advance. However, where it is possible, you should make a request to your line manager or Marylyn O'Kane HR Department. You should tell them the reasons for your request and the number of days leave you would like to take.
- 27.6 Where it is not possible to request leave in advance you should contact your line manager or Marylyn O'Kane HR Department as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Someone can do this on your behalf if necessary.
- 27.7 In exceptional circumstances we may have to refuse a request for compassionate leave. If so your line manager or Marylyn O'Kane HR Department will give you a written explanation for the refusal. If you are dissatisfied with this decision you may appeal to a Director in writing or make a complaint under our Grievance Procedure within 5 days of receipt of the written reasons for refusal.

## 28. BEREAVEMENT LEAVE

28.1 Bereavement leave is designed to help a member of employee cope with the death of a close relative, to deal with necessary arrangements and attend their funeral.

### Entitlement

28.2 Employee are entitled to take paid bereavement leave of up to 2 days in the event of the death of a spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law.

28.3 We may exercise our discretion to grant paid bereavement leave in the event of the death of any other relative or close friend, depending on the circumstances of each case.

28.4 A member of employee who is unable to return to work following a period of bereavement leave should contact their line manager or **Joseph Emmanuel Muwonge, Interim** HR Department. It may be appropriate to take a period of sickness absence, annual leave or unpaid leave in those circumstances.

### Requesting bereavement leave

28.5 We recognise that it may not always be possible to request bereavement leave in advance.

However, where it is possible, you should make a request to your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department. You should tell them the reasons for your request and the number of days leave you would like to take.

28.6 Where it is not possible to request leave in advance you should contact your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department as soon as possible to tell them the reason for your absence and the number of days you will be absent. Someone can do this on your behalf if necessary.

28.7 In exceptional circumstances we may have to refuse a request for bereavement leave. If so your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department will give you a written explanation for the refusal. If you are dissatisfied with this decision you may appeal to a Director in writing or make a complaint under our Grievance Procedure within 5 days of receipt of the written reasons for the refusal.

## 29. FLEXIBLE WORKING POLICY

29.1 We are committed to providing equality of opportunity in employment and developing work practices and policies that support work-life balance. We recognise that, in addition to helping balance work and personal lives, flexible working can raise employee morale, reduce absenteeism and improve our use and retention of employee.

29.2 This Flexible Working Policy gives eligible employees an opportunity to formally request a change to their working pattern and all employees an opportunity to do so informally. Managers are encouraged to facilitate requests unless they cannot be accommodated for business or operational reasons.

29.3 No-one who makes a request for flexible working will be subjected to any detriment or lose any career development opportunities as a result.

### Scope and purpose of the policy

29.4 This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

29.5 Employees with at least 26 weeks' continuous service who have caring responsibilities for certain children and adults have a statutory right to request flexible working. That right is recognised by the formal right to request procedure in this policy. The criteria for deciding who is eligible to follow the formal procedure is set out between paragraph 23.10 and paragraph 23.13.

- 29.6 Employees who do not meet the eligibility criteria for the formal procedure, but who want to make either permanent or temporary changes to their working arrangements, may make an informal request under the procedure set out between paragraph 23.14 and paragraph 25.34 to their line manager or **Joseph Emmanuel Muwonge, Interim** HR Department, who will consider the request according to our business and operational requirements.
- 29.7 Employees whose requests for flexible working are accepted under the formal procedure will have permanent changes made to their contracts of employment to reflect their new working arrangements. If they do not want changes to be permanent, they can follow the informal procedure instead.
- 29.8 Any employee interested in flexible working is advised to request an informal meeting with their line manager or **Joseph Emmanuel Muwonge, Interim** HR Department to discuss their eligibility, the different options and the effect of their proposed work pattern on colleagues and service delivery before submitting a formal or informal request.

### **Forms of flexible working**

29.9 Flexible working can incorporate a number of changes to working arrangements:

- (a) reduction or variation of working hours;
- (b) reduction of the number of days worked each week; and/or (c) working from a different location (for example, from home).

Such changes may involve starting a job share; working a set number of hours a year, rather than a week (annualised hours); working from home (whether for all or part of the week); working only during term-time (part-year working); working compressed hours; working flexi-time.

### **Eligibility for the formal right to request procedure**

29.10 Requests under the formal procedure set out between paragraph 23.14 and paragraph 25.34 of this policy can only be made by employees who meet the criteria set out below.

29.11 To be eligible to make a request under the formal procedure, you must:

- (a) be an employee;
- (b) have worked for us continuously for 26 weeks at the date your request is made;
- (c) have caring responsibilities; and
- (d) not have made a formal request to work flexibly during the last 12 months (each 12month period runs from the date when the most recent application was made).

29.12 Employees who want to work flexibly to care for a child must:

- (a) be making the request in respect of a child who is under 17, or, if the child is disabled, under 18;
- (b) be responsible for bringing up the child and be making the request to enable them to care for the child; and
- (c) be either.
  - (i) the mother, father, adopter, guardian or foster parent of the child; or
  - (ii) married to, or the partner of, the child's mother, father, adopter, guardian or foster parent. In this context "partner" means a person who is not a relative but, whether of different sex or the same sex, who lives with the child and the mother, father, adopter, guardian or foster parent in an enduring family relationship.

29.13 Employees who want to work flexibly to care for an adult who is in need of care must be (or expect to be) the person who cares for that adult, and be:

- (a) married to, or the partner or civil partner of, the adult; or

(b) a relative of the adult; or

(c) neither of the above, but living at the same address as the adult.

## **Making a formal flexible working request**

29.14 You will need to submit a written application if you would like your flexible working request to be considered under the formal procedure.

29.15 Your written and dated application should be submitted to your line manager or Joseph Emmanuel Muwonge, HR Department and, in order to meet the requirements of the formal procedure and to help your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department consider your request, should:

- (a) state the reason for your request, whether to care for a child or adult;
- (b) give details of the demands of your caring responsibilities;
- (c) provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want your desired working pattern to start;
- (d) address the effect the changes to your working pattern will have on the work that you do, that of your colleagues and on service delivery. If you have any suggestions about dealing with any potentially negative effects, please include these in your written application;
- (e) provide information to confirm that you meet the eligibility criteria set out in paragraph 23.10 to paragraph 23.13 of this policy;
- (f) state whether you have made a previous formal request for flexible working and, if so, when; and
- (g) ideally be submitted at least two months before you wish the changes you are requesting to take effect.

29.16 Your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department might be able to agree your proposal without the need for a meeting (which is the next stage of the formal procedure). If that is the case, your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department will write to you, confirming the decision and explaining the permanent changes that will be made to your contract of employment.

29.17 If your proposal cannot be accommodated, discussion between you and your line manager **Joseph Emmanuel Muwonge, Interim** HR Department may result in an alternative working pattern that can assist you.

## **Formal procedure: meeting**

29.18 Where necessary, your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department will arrange to meet with you within 28 days of your application being submitted. The meeting will also be attended by **Joseph Emmanuel Muwonge, Interim** HR Department and your line manager. You may bring a colleague (who may be a trade union representative) to the meeting as a companion if you wish. Your companion will be entitled to speak during the meeting and confer privately with you, but may not answer questions on your behalf.

29.19 In most cases, the meeting will be held at your usual place of work. However, we will ensure that the meeting is held at a time and place that is convenient to you.

29.20 The meeting will be used to consider the working arrangements you have requested. You will be able to explain how the arrangements will accommodate your caring responsibilities. You will also be able to discuss what impact your proposed working arrangements will have on your work and that of your colleagues and of your team or department. If the arrangements you have requested cannot be accommodated, discussion at the meeting also provides an opportunity to explore possible alternative working arrangements.

- 29.21 Your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department may suggest starting new working arrangements under an initial trial period to ensure that they meet your needs and those of your team or department.

### **Formal procedure: decision**

- 29.22 Following the meeting, your line manager or Joseph Emmanuel Muwonge, HR Department will notify you of the decision in writing within 14 days.
- 29.23 If your request is accepted, or where we propose an alternative to the arrangements you requested, your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department will write to you with details of the new working arrangements, details of any trial period, an explanation of changes to your contract of employment and the date on which they will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment. There may also be some additional practical matters, such as arrangements for handing over work, that your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department will discuss with you.
- 29.24 You should be aware that changes to your terms of employment will be permanent and that you will not be able to make another formal request until 12 months after the date of your original application.
- 29.25 If your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department needs more time to make a decision, they will ask for your agreement to delay the decision for up to a further 14 days. A request for an extension is likely to benefit you. For example, your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department may need more time to investigate how your request can be accommodated or to consult several members of employee.
- 29.26 There will be circumstances where, due to business and operational requirements, we are unable to agree to a request. In these circumstances, your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department will write to you:
- (a) giving the business reason(s) for turning down your application;
  - (b) explaining why the business reasons apply in your case; and
  - (c) setting out the appeal procedure.
- 29.27 The eight business reasons for which we may reject your request are:
- (a) the burden of additional costs;
  - (b) detrimental effect on ability to meet customer demand;
  - (c) inability to reorganise work among existing employee;
  - (d) inability to recruit additional employee;
  - (e) detrimental impact on quality;
  - (f) detrimental impact on performance;
  - (g) insufficiency of work during the periods that you propose to work; and
  - (h) planned changes.

### **Formal procedure: appeal**

- 29.28 If your request is rejected, you have the right to appeal.
- 29.29 Your appeal must:
- (a) be in writing and dated;
  - (b) set out the grounds on which you are appealing; and

- (c) be sent to the Human Resources Department within 14 days of the date on which you received the written rejection of your request.
- 29.30 The Human Resources Department will arrange for a meeting to take place within 14 days of receipt of your appeal. The meeting will be held at a convenient time for all those attending and, as at the meeting that considered your request, you may be accompanied by a colleague.
- 29.31 An Appeal Panel will be selected, specifically for the appeal, from our senior management team.
- 29.32 You will be informed in writing of the Appeal Panel's decision within 14 days of the date of the appeal meeting.
- 29.33 If your appeal is upheld, you will be advised of your new working arrangements, details of any trial period, an explanation of changes to your contract of employment and the date on which they will commence. You will be asked to sign and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment. There may also be some additional practical matters, such as arrangements for handing over work, that your line manager or Joseph Emmanuel Muwonge, HR Department will discuss with you.
- 29.34 You should be aware that changes to your terms of employment will be permanent and you will not be able to make another formal request until 12 months after the date of your original application.
- 29.35 If your appeal is rejected, the written decision will give the business reason(s) for the decision and explain why the reason(s) apply in your case. You will not be able to make another formal request until 12 months after the date of your original application.

### **Breaches of the formal procedure**

- 29.36 There will be exceptional occasions when it is not possible to complete a stage of the procedure within the expected time limits. Where an extension of time is agreed with you, your line manager or **Joseph Emmanuel Muwonge, Interim**, HR Department will write to you confirming the extension and the date on which it will end.
- 29.37 If you withdraw a formal request for flexible working, you will not be eligible to make another formal request for 12 months from the date of your original request. In certain circumstances, a request made under the formal procedure will be treated as withdrawn. This will occur if:
- (a) you fail to attend two meetings under the formal procedure without reasonable cause; or
  - (b) you unreasonably refuse to provide information we require to consider your request.

In such circumstances, your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department will write to you confirming that the request has been treated as withdrawn.

### **Making an informal flexible working request**

- 29.38 Employees who wish to make an informal request for flexible working may make a request to their line manager or Joseph Emmanuel Muwonge, HR Department, who will consider it according to our business and operational requirements.
- 29.39 It will help your line manager or **Joseph Emmanuel Muwonge, Interim**, HR Department to consider your request if you:
- (a) make your request in writing and confirm whether you wish any change to your current working pattern to be temporary or permanent;
  - (b) provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want your desired working pattern to start;

- (c) think about what effect the changes to your working pattern will have on the work that you do and, on your colleagues, as well as on our service delivery and that of your team or department. If you have any suggestions about dealing with any potentially negative effects, please include these in your written application. your line manager or Joseph Emmanuel Muwonge, HR Department can consider whether they are workable; and
  - (d) give details of the demands of your caring responsibilities, if you have any.
- 29.40 your line manager or Joseph Emmanuel Muwonge, HR Department will advise you what steps will be taken to consider your request, which may include inviting you to attend a meeting, before advising you of the outcome of your request.

## 30. HOMEWORKING POLICY

- 30.1 We support homeworking in appropriate circumstances either occasionally (to respond to specific circumstances or to complete particular tasks) and in some cases on a regular (full or part-time basis). In addition, occasional or permanent homeworking can, in certain circumstances, be a means of accommodating a disability and can be requested as a means of flexible working [under our Flexible Working Policy].
- 30.2 However, when considering homeworking the needs of our business will always take priority and those who are allowed to work from home must comply with this policy.

### Homeworking arrangements.

- 30.3 There are a number of circumstances in which the ability to work from home on an occasional or temporary basis may assist a member of employee:
- (a) when a [child or elderly relative OR dependant] becomes unwell or arrangements for their care break down at short notice;
  - (b) when, despite being fit to work, travelling to the office is difficult (for example, due to recovery from an injury such as a broken leg); O
  - (c) when public transport has been disrupted, for example by the weather or by a strike, and affects their travel arrangements; or
  - (d) when a quiet, uninterrupted work environment will assist in dealing with a backlog of administrative tasks or in writing reports to a deadline.
- 30.4 In these circumstances working at home can be authorised by your line manager and a Director where, in their opinion:
- (a) you have work that can be undertaken at home; and
  - (b) working at home is cost-effective and any increase in work that may be passed to your colleagues as a result is kept to a minimum.
- 30.5 Your line manager or supervisor will, where necessary, liaise with **Joseph Emmanuel Muwonge, Interim** HR Department to confirm arrangements.
- 30.6 You may want to vary your working arrangements so that, either permanently or for a fixed period you work from home for all or part of your working week. Any request to work from home must meet the needs of our business as well as your needs.

### Applying for homeworking

- 30.7 After successful completion of their probationary period, any member of employee can make an application for homeworking which will be considered on its merits. However, not all employee and not all jobs are suitable for homeworking.
- 30.8 A request for homeworking is unlikely to be approved, on either an occasional or permanent basis if:
- (a) you need to be present in the office to perform your job (for example, because it involves a high degree of personal interaction with colleagues or third parties or involves equipment that is only available in the office);
  - (b) your most recent annual appraisal or review identifies any aspect of your performance as unsatisfactory;
  - (c) your line manager or supervisor has advised you that your current standard of work or work production is unsatisfactory;
  - (d) you have an unexpired warning, whether relating to conduct or performance; or
  - (e) you need supervision to deliver an acceptable quality and/or quantity of work.
- 30.9 If you wish to apply to work from home you will need to be able to show that you can:
- (a) work independently, motivate yourself and use your own initiative;
  - (b) manage your workload effectively and complete work to set deadlines;
  - (c) identify and resolve any new pressures created by working at home; and
  - (d) adapt to new working practices including maintaining contact with your line manager or supervisor and colleagues at work.
- 30.10 To be considered for homeworking you must submit a written application to your line manager. Your application must state:
- (a) why you consider your job to be suitable for homeworking and how you meet the criteria for homeworking set out in paragraph 24.9;
  - (b) whether you wish to work from home on a permanent basis or for a fixed period. In either case you should state the date from which you wish the arrangements to start and, if you wish to work from home for a fixed period, the date on which you want the arrangements to finish. You should try to give us as much notice as possible and, in any event, make your application at least 12 weeks before your proposed start date so that your request can be considered;
  - (c) whether you wish to work from home for all or part of your working week and, if only part, which days you propose to work from home;
  - (d) how you would organise your work from home including how you would ensure the security of documents and information, where appropriate;
  - (e) the extent to which you could be available to come to work on days you are proposing to work from home if needed, for example to cover if colleagues are off sick, to cope with high or unexpected levels of work or to attend meetings or training days;
  - (f) if different from your current hours of work, the hours of work that you propose apply when you are working at home; and
  - (g) how you envisage maintaining contact with your [line manager OR supervisor], how your work will be set and progress monitored.

- 30.11 It may assist your application for homeworking if you first discuss your proposal with your line manager or supervisor informally. This may identify potential problems with your application, such as a need to be in the office or workplace on occasions you had not considered, which your application can then address.
- 30.12 In considering your application your line manager OR the Human Resources Department] may invite you to a meeting to discuss your proposals.
- 30.13 We may also ask for you to agree to a home visit by the Principal Health and Safety Officer or SHE Officer in order to carry out a risk assessment.
- 30.14 We will try to respond to your request within 2 weeks of your request.
- 30.15 If your request is refused, we will give you written reasons for the refusal. If you are not happy with the decision you may appeal to the Board of Directors or by using our Grievance Procedure.
- 30.16 If your application is accepted the agreed arrangements will be recorded in writing and will be subject to a trial period of 12 weeks which will be used to assess whether your homeworking arrangements will work as anticipated.
- 30.17 Any terms on which it is agreed that you may work from home will include the following:
- (a) We reserve the right to terminate the homeworking arrangements, subject to reasonable notice.
  - (b) We reserve the right to review your salary.
  - (c) You will be subject to the same performance measures, processes and objective that would apply if you worked in the office or at our premises.
  - (d) If you receive an unsatisfactory grade in an appraisal or a review or are subject to a [verbal or written] warning for any reason your homeworking arrangements will be terminated immediately and you will be expected to return to work in the office or at our premises.
  - (e) Your line manager or supervisor will remain responsible for supervising you, will regularly review your homeworking arrangements and take steps to address any perceived problems. They will also inform you of meetings or training sessions that you must be able to attend in the office or at our premises and ensure that you are kept up to date with circulars and information relevant to your work.
  - (f) Working at or from home may affect your home and contents insurance policy. You must make any necessary arrangements with your insurers before commencing homeworking, ensure that you have public liability cover for at least E5 million and provide us with a copy of your current insurance policy.

### **Working at home: equipment**

- 30.18 We will provide any equipment that we consider you reasonably require to work from home which will remain our property. We will make all necessary arrangements for and bear the cost of installing and removing equipment from your home. Where equipment is provided you must:
- (a) use it only for the purposes for which we have provided it;
  - (b) take reasonable care of it and use it only in accordance with any operating instructions and our policies and procedures; and
  - (c) make it available for collection by us or on our behalf when requested to do so.

- 30.19 It is your responsibility to ensure that you have sufficient and from home. We are not responsible for the provision, the event of loss or damage to any personal equipment used
- 30.20 We are not responsible for associated costs of you working heating, lighting, electricity or telephone calls.
- 30.21 All equipment and information must be kept securely. In particular, must be kept secure at all times. Your line manager or your supervisor and Safety Officer must be satisfied that all reasonable maintain confidentiality of material in accordance with our policies.

### **Working at home: health and safety**

- 30.22 Employee working at home on a regular basis have the other employee. They must take reasonable care of their anyone else who might be affected by their actions and omissions health and safety courses, by reading manuals and undertaking
- 30.23 We retain the right to check home working areas for health undertaken and safety purposes. The need for such inspections will depend on whether work is undertaken at or from home and the nature of work undertaken.
- 30.24 Employees working at home must not have meetings in their home with customers and must not give customers their home address or telephone number.
- 30.25 Employees must ensure that their working pattern and levels of work both overtime and during shorter periods are not detrimental to their health and wellbeing.
- 30.26 Employees must use their knowledge, experience and any training to identify and report any health and safety concerns to their line manager OR the principal Health and Safety Officer.
- 30.27 Employees working at or from home are **NOT** covered by our accident insurance policy. Any accidents must be reported immediately in accordance with our Health and Safety Policy

## **31. TIME OFF FOR TRAINING POLICY**

- 31.1 We are committed to developing the skills of our employees and recognise that training can benefit us and our employee. Employee should receive training appropriate to their role, subject to business need, operational and budgetary considerations.
- 31.2 Managers are responsible for identifying and monitoring employee training and development needs on an ongoing basis. Employees who wish to undertake any form of training relevant to their role should raise the matter informally with their managers in the first instance.
- 31.3 We recognise that employees may still have a wish to further develop their skills. Eligible employees have a statutory right [under section 63D of the Employment Rights Act 1996] to request time off work for study or training. The purpose of this policy is to provide a framework within which we can consider those requests.
- 31.4 No-one who requests time off under this policy will be subjected to any detriment or lose any career opportunities as a result.

### **Who is covered by this policy?**

- 31.5 This policy applies to employees. It does not apply to agency workers, consultants or self-employed contractors.
- 31.6 Some employees aged 18 or under are subject to special laws on education and training, and may not be covered by this policy, depending on their age and qualifications. Further information about training for young employees is available from **Joseph Emmanuel Muwonge, Interim** HR Department.
- 31.7 **Personnel responsible for this policy**

- 31.8 Our board of directors (the board) has overall responsibility for the effectiveness of this policy and for ensuring compliance with the relevant statutory framework. Day-to-day responsibility including ongoing review of this policy has been delegated to **Joseph Emmanuel Muwonge, Interim** HR Department and any questions about the content or application of this policy should be addressed to her.
- 31.9 All managers have a responsibility to lead by example and to promote our aims and objectives with regard to training. To facilitate this process, managers will be given appropriate training and are encouraged to seek advice from [the HR Department on any issues raised under this policy.

### **When can employee request time off to train?**

- 31.10 To be eligible to make a formal request under this policy, you must:
- (a) be an employee;
  - (b) have worked for us continuously for 26 weeks at the date your request is made;
  - (c) have made no previous formal requests under this policy in the last 12 months.
- 31.11 We will ignore the fact that a request was made less than 12 months ago in the following circumstances:
- (a) if we agreed to the earlier request but the training was cancelled or you were unable to start it because of unforeseen circumstances that were not your fault; or
  - (b) if you withdrew the earlier request because it was not valid.

### **What type of training is covered?**

- 31.12 Any type of study or training can be requested under this policy. It does not matter how or where it takes place. For example, it could be:
- (a) training provided in the workplace;
  - (b) a one-day training course provided by an external training provider;
  - (c) a part-time college course; (d) an online training module (e-learning);
  - (e) a distance learning course.
- 31.13 The study or training does not need to lead to a formal qualification. The only limitation is that it must be for the purpose of:
- (a) improving your effectiveness at work; and
  - (b) improving the performance of our business.

### **Making a formal time off to train request**

- 31.14 To make a formal request under this policy you should submit it in writing to your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department. Please include the following information:
- (a) a statement that the request is made under this policy [or under section 63D of the Employment Rights Act 1996];
  - (b) the date of the request;
  - (c) the subject matter of the study or training;
  - (d) where and when it would take place;
  - (e) who would provide or supervise it;

- (f) what qualification (if any) it would lead to;
- (g) how you think the study or training would improve your effectiveness at work;
- (h) how you think the study or training would improve the performance of the business; and
- (i) if you have made any previous application under this policy, the date of that application and how it was made (for example, whether it was by e-mail or letter and who you sent it to).

31.15 If we agree to your request without the need for a meeting, we will tell you in writing and include the information in paragraph 25.23.

31.16 We will treat your request as withdrawn if:

- (a) you tell us you are withdrawing the request;
- (b) you fail to attend two meetings under this policy without reasonable cause; or
- (c) you unreasonably refuse to provide information we need to consider your request.

In those cases, your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department will write to confirm that your request has been treated as withdrawn. You will not normally be able to make another formal request for 12 months from the date of your original request (see paragraph 25.10 and paragraph 25.11).

### **Meeting**

- 31.17 Your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department will arrange to hold a meeting with you at a mutually convenient time and place, usually within 28 days of receiving your formal request (unless paragraph 25.18 applies or we agree a longer time limit under paragraph 25.35). The meeting may also be attended by one of the Directors.
- 31.18 If the person who would ordinarily hold the meeting is on annual leave or sick leave at the time of your request, the meeting will be held within 28 days of their return or within 8 weeks of your request, whichever is sooner. If necessary, you should contact **Joseph Emmanuel Muwonge, Interim** HR Department who will appoint someone else to hold the meeting.
- 31.19 The meeting will be used to discuss your request and, if appropriate, explore any alternatives.
- 31.20 You may bring a colleague to the meeting as a companion if you wish. Your companion may speak during the meeting and confer privately with you, but should not answer questions on your behalf.
- 31.21 If your chosen companion is unable to attend at the time set for the meeting, you should contact Marylyn O'Kane HR Department and we will try to rearrange the meeting. If the meeting cannot be rearranged within seven days of the original date, we may suggest that you bring a different companion or come alone.
- 31.22 We will tell you our decision in writing within 14 days of the meeting unless we agree a longer time limit (see paragraph 25.35).

### **If we agree to your request**

- 31.23 Where we agree to all or part of your request, we will give you a written and dated notice containing the following information:
- (a) which part of your request is agreed;
  - (b) if any part is not agreed, the information in paragraph 25.27;
  - (c) the subject of the agreed study or training;
  - (d) where and when it will take place;
  - (e) who will provide or supervise it;

- (f) what qualification (if any) it will lead to;
- (g) any changes to your working hours in order to accommodate the agreed study or training;
- (h) whether you will be paid for carrying out the study or training;
- (i) how any tuition fees or other direct costs of the agreed study or training will be met.

31.24 In some cases we may suggest changes to your request. For example, we may suggest a different course of study or training, or we may suggest an alternative time or place. These may be discussed at the meeting or may require discussion afterwards. The written notice of our decision will set out any changes that you have agreed to. We will ask you to sign and return a copy of the notice to show your agreement.

31.25 We do not have to pay you while you are taking time off for study or training requested under this policy, unless this is necessary in order to comply with minimum wage legislation. However, in some cases we may agree to pay you for some or all of the time off.

31.26 We do not have to pay the costs of study or training requested under this policy (including any associated costs such as travel expenses). However, in some cases we may agree to meet some or all of those costs.

### **If we reject all or part of your request**

31.27 Where we reject all or part of your request, we will give you a written and dated notice containing the following information:

- (a) which part of your request is rejected;
- (b) if any part is agreed, the information in paragraph 25.23 above;
- (c) which of the grounds for rejection set out below applies and why; and
- (d) the appeal procedure.

31.28 We may reject your request for any of the following reasons:

- (a) that the proposed study or training would not in our view improve your effectiveness at work and the performance of the business;
- (b) the burden of additional costs;
- (c) detrimental effect on ability to meet customer demand;
- (d) inability to reorganise work among existing employee;
- (e) inability to recruit additional employee;
- (f) detrimental impact on quality;
- (g) detrimental impact on performance;
- (h) insufficiency of work during the periods that you propose to work; planned structural changes; or
- (i) any other reasons that the Government sets out in future regulations.

### **Appeal**

31.29 You may appeal if we reject all or part of your request. Your appeal must:

- (a) be in writing and dated;
- (b) set out the grounds on which you are appealing; and
- (c) be sent to the line manager or **Joseph Emmanuel Muwonge, Interim** HR Department no more than 14 days after you receive the written notice of our decision.

- 31.30 We may decide to uphold your appeal in full without a meeting. In all other cases, **Joseph Emmanuel Muwonge, Interim** HR Department will arrange for an appeal meeting to take place within 14 days of receiving your appeal, unless we agree a longer time limit (see paragraph 25.35). The meeting will be held at a convenient time for all those attending and you may bring a colleague as a companion.
- 31.31 The appeal meeting will be held by one of the Directors or an Appeal Panel selected from our Senior Management Team. Your manager and **Joseph Emmanuel Muwonge, Interim** HR Department may also be present.
- 31.32 We will tell you the outcome of the appeal in writing within 14 days of the meeting, unless we agree a longer time limit (see paragraph 25.35). That decision will be final and you will not be able to make another formal request until 12 months after the date of your original request.
- 31.33 If we uphold your appeal, we will give you the information set out in paragraph 25.23 above.
- 31.34 If we reject your appeal, we will explain our reasons to you in writing.

### **If we need more time**

- 31.35 There may be exceptional occasions when it is not possible to adhere to the time limits in this policy. For example, we may need to delay holding a meeting or notifying you of the decision. Your manager or **Joseph Emmanuel Muwonge, Interim** HR Department will ask for your agreement to extend the time limit, and will confirm in writing any agreement reached. In many cases this will be in your interests as it will enable the appropriate person to consider your request properly.

### **Changes to agreed study or training arrangements**

- 31.36 You must tell us in writing immediately if:
- (a) you do not start the agreed study or training for any reason (for example, if it is cancelled);
  - (b) you do not complete the agreed study or training; or
  - (c) you undertake (or wish to undertake) a different course of study or training.
- 31.37 You should also tell us immediately if you become aware of any changes to agreed study or training, including changes to the timing or content of the course.

## **32. TIME OFF FOR PUBLIC DUTIES**

- 32.1 We wish to enable employee to perform any public duties that they may be committed to undertake and so will give them time off to do so where it does not conflict with the operational needs of our business. We are not obliged to grant employee paid leave for these purposes. The circumstances in which we are prepared to do so are set out below.

### **Jury service**

- 32.2 You should tell your line manager, your supervisor **Joseph Emmanuel Muwonge, Interim** HR Department as soon as you are summoned for jury service and provide a copy of your summons if requested.
- 32.3 Depending on the demands of our business we may request that you apply to be excused from or defer your jury service.
- 32.4 Employers are not required to pay employee while they are absent on jury service. You will be advised at court of the expenses and loss of earnings that you can claim. We pay basic pay to employee who are doing jury service less any amounts you can claim from the court for lost earnings for up to 15 working days. Payment for time off beyond 15 working days may be paid at our discretion.

## Voluntary public service

- 32.5 Employees are entitled to a reasonable amount of unpaid time off work to carry out certain public duties.
- 32.6 Public service duties include service as a:
- (a) Tribunal member.
  - (b) Magistrate.
  - (c) Local councillor.
  - (d) Member of an NHS Trust.
  - (e) Prison visitor.
  - (f) Lay visitor to police stations.
  - (g) School governor.
- 32.7 If you are unsure whether a public service that you perform is covered by this policy you should speak to **Joseph Emmanuel Muwonge, Interim** HR Department
- 32.8 As soon as you are aware that you will require time off for performance of a public service you should notify your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department in writing, providing full details of the time off that is being requested and the reasons for your request. In order that arrangements can be made to cover your duties in your absence you should make your request in good time.
- 32.9 We will agree to requests for time off to undertake public duties wherever reasonably possible having regard to the criteria set out in this policy. If it is not possible to accept a request you will be given written reasons for our decision.
- 32.10 Each request for time off will be considered on its merits, in the circumstances in which it is made including:
- (a) Whether the activity is reasonable in relation to your employment.
  - (b) How much time off is reasonably required for the duty in question.
  - (c) How much time off you have already taken for the public duty in question.
  - (d) How your absence will affect our business.

## Reserve forces duties

- 32.11 We are aware that employee who are members of the Reserve Forces (the Territorial Army, Royal Navy Reserve, Royal Marines Reserve or Royal Auxiliary Air Force) may be called-up at any time to be used on full-time operations and will be expected to attend regular training.
- 32.12 We are under no obligation to offer leave (either paid or unpaid) for reservist employee to undertake training and expect existing holiday entitlement to use to meet reservist commitments. In exceptional circumstances we may grant additional leave (either paid or unpaid) in order for these commitments to be met.
- 32.13 If we receive notice that you have been called-up we may apply to an adjudication officer for the notice to be deferred or revoked if your absence would cause serious harm to our business (which could not be prevented by the grant of financial assistance).

- 32.14 Once your military service has ended you may submit a written application for reinstatement to your employment. This should be made by the third Monday following the end of your military service and you should notify us of the date on which you will be available to restart work.
- 32.15 If it is not reasonable and practicable to reinstate you into your former employment, we will offer you the most favourable occupation on the most favourable terms and conditions which are reasonable and practicable.

### **33. ADVERSE WEATHER AND TRAVEL DISRUPTION POLICY**

- 33.1 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.
- 33.2 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.

#### **Travelling to work**

- 33.3 You should make a genuine effort to report for work at your 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.
- 33.4 If you are unable to attend work on time or at all, you should telephone your line manager before your normal start time on each affected day.
- 33.5 If you are unable to attend work, you 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, you should report this to your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department and attend work unless told otherwise.
- 33.6 If you do not make reasonable efforts to attend work or fail to contact your manager or **Joseph Emmanuel Muwonge, Interim** HR Department without good reason, you may be subject to disciplinary proceedings for misconduct. We will consider all the circumstances including the distance you have to travel, local conditions in your area, the status of roads and/or public transport, and the efforts made by other employees in similar circumstances.

#### **Alternative working arrangements**

- 33.7 You may be required to work from home, where possible, or from an alternative place of work, if available. Your line manager will advise you of any such requirement. You will receive your normal pay in these circumstances.
- 33.8 If you are able to work, you may sometimes be expected to carry out additional or varied duties during such periods. However, you will not be required to do anything you cannot do competently or safely.

#### **Late starts and early finishes**

- 33.9 If you arrive at work late or ask to leave early, you will usually be expected to make up any lost time. Your line manager has the discretion to waive this requirement in minor cases or (in the case of lateness) where they are satisfied you have made a genuine attempt to arrive on time.

- 33.10 Your line manager has the discretion to allow you to leave early and should have regard to the needs of the business and your personal circumstances.
- 33.11 Where half the normal working day or more is lost this will be treated as absence and dealt with as set out below.

### **Absence and pay**

- 33.12 If you are absent from work due to extreme weather or other disruptions to travel, you are not generally entitled to be paid for the time lost.
- 33.13 However, as a gesture of good will, we will treat up to three days of absence caused by disruption in any annual leave year as special paid leave. You will only be eligible where your line manager is satisfied that you have made a genuine effort and could not reasonably be expected to attend work or work at home.
- 33.14 Absence in all other cases (excluding sickness) can be treated in a variety of ways. You should discuss your preference with your line manager, who retains overall discretion in the matter. number of options are set out below:
- (a) Treating the absence as annual leave. Making up the lost hours within a reasonable time.
  - (b) Treating the absence as special unpaid leave.
- 33.15 If, in exceptional circumstances, we decide to close the workplace, you will be paid as if you had worked your normal hours.

### **School closures and other childcare issues**

- 33.16 Adverse weather sometimes leads to school or nursery closures or the unavailability of a nanny or childminder.
- 33.17 In case such as these where childcare arrangements have been disrupted, you may have a statutory right to reasonable time off without pay. For further information, see our Time Off for Dependants Policy.

## **34. HEALTH AND SAFETY POLICY**

- 34.1 The company has a separate legally compliant Health, Safety and Environmental policy which can be found within the Company Document Library. Copies can also be obtained from the HSE department.
- 34.2 It gives our commitment to ensuring the health and safety of our employee and customers or and clients and or anyone affected by our business activities and to providing a safe environment for all those attending our premises through regular assessments of risks in the workplace.

## **35. Health and Safety**

### **35.1 Health and Safety at work**

#### **General**

All employees must familiarise themselves with the company's Health and Safety policy and the statutes and statutory instruments relevant to their duties. Copies of the policy are available from Line Managers and the Company Safety Officer.

#### **Risk Assessments**

Risk assessments will be carried out in accordance with relevant statutes and statutory instruments, with particular regard for risks to pregnant women and young workers.

## **Smoking**

Smoking is forbidden on Company premises or in Company vehicles.

## **Mobile phones**

Employees' attention is drawn to the hazards associated with the use of mobile phones, e.g. while driving, operating machinery or working at height. Inappropriate use of mobile phones may result in disciplinary action for gross misconduct.

## **Reporting Accidents**

All accidents or dangerous occurrences (near misses), however slight, involving the company's employees or otherwise resulting from its business activities must be reported to the relevant manager and recorded in the company's accident book.

## **Notifiable accidents and illnesses**

The Company's Safety Officer will be responsible for reporting all nominated serious accidents and illnesses to the Health and Safety Executive (HSE)

## **First Aid**

The company will maintain statutory first aid provision as a minimum.

## **36. NO SMOKING POLICY**

- 36.1 We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all workers, service users, customers and visitors from exposure to smoke.
- 36.2 All of our workplaces (including our vehicles) are smoke-free and all employee and visitors have a right to a smoke-free environment.
- 36.3 This no-smoking policy has been devised on the basis of advice from professional bodies and complies with the Health Act 2006 and associated regulations. We are committed to a programme of action to make this policy effective and to bring it to the attention of all employee.

### **Scope and implementation of the policy**

- 36.4 Smoking is banned in any enclosed or substantially enclosed premises within or at our workplace. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.
- 36.5 No-smoking signs are displayed at the entrances to enclosed or substantially enclosed premise at our workplace.
- 36.6 Employee may only smoke outside in designated areas during breaks. When smoking outside, employee should ensure that they dispose of cigarette butts and other litter in the receptacles provided or appropriately.
- 36.7 Employee using our vehicles, whether as a driver or passenger, must ensure the vehicles remain smoke-free. Any of our vehicles that are used primarily for private purposes are excluded from the smoking ban. Any questions concerning these provisions should be directed to **Joseph Emmanuel Muwonge, Interim** HR Department
- 36.8 We are committed to making this policy effective and to promoting a healthy working environment. Workers who experience particular difficulty complying with this policy should discuss their situation with their line manager.

### **Breaches of the policy**

- 36.9 Breaches of this policy will be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 36.10 Smoking in smoke-free premises or vehicles is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

## **37. STRESS POLICY**

- 37.1 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.
- 37.2 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.
- 37.3 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.

### **What is stress?**

- 37.4 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.
- 37.5 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.
- 39.6 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.
- 37.7 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.

### **Legal obligations**

- 37.8 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.
- 37.9 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.

### **Scope and purpose of the policy**

- 37.10 We are committed to identifying, tackling and preventing the causes of work-related stress and to providing appropriate support and consideration to employee suffering from stress, on a confidential basis where appropriate.
- 37.11 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 employee to develop their skills and confidence and to feel able to raise any concerns they have about their work or working environment.

- (b) Using employee development, employee support systems and policies reflecting current good practice to help employee 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 employee affected by or absent by reason of stress.

### **Personnel responsible for implementation of the policy**

37.12 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 employee 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 employee they manage understand the standards of behaviour expected of them and others and act on behaviour that falls below those standards.

37.13 To facilitate this process, managers and supervisors will be given training on best practice and are encouraged to seek advice from **Joseph Emmanuel Muwonge, Interim** HR Department on how to recognise stress in the employee they manage.

37.14 However, all members of employee 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 line manager and/or the Human Resources Department.

37.15 Line Managers will have responsibility for informing all employee of this policy and their role in its implementation. All new employee will be given a copy of the policy during their induction.

### **Sources of support**

37.16 We have measures in place to assist employee who may be suffering from stress:

- (a) Stress advice clinics. These are run by trained advisers and are designed to help provide support and information regarding stress and its management. Referral to a clinic is made through an Occupational Health referral.

- 37.17 Human Resources should work with Occupational Health to provide support to employee suffering from stress.

### **Resolving cases of stress at work**

- 37.18 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 Marylyn O'Kane HR O Department.
- 37.19 Once an issue affecting your health comes to the attention of your manager, or 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 and/or a medical report to be provided by [the Occupational Health Department or our medical advisers and/or the GP (and any medical specialist) treating the member of employee concerned].
  - (d) If you are on sickness absence, discussion of an appropriate return to work programme. Our Sickness Absence Policy may be applied.
- 37.20 The Occupational Health Department and/or Counselling services will continue to be used appropriately to help employee overcome problems associated with work- related stress as well as other stress and the impact that has on their ability to do their duties.

### **Absence due to stress**

- 37.21 If you are absent due to stress you should follow the sickness absence reporting procedure contained in your contract and/or our Sickness Absence Policy.
- 37.22 Our Sickness Absence Policy and/or Capability Procedure will apply.

### **Confidentiality**

- 37.23 Confidentiality is an important part of this policy. Every member of employee 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.
- 37.24 Breach of confidentiality may give rise to disciplinary action.
- 37.25 However, there are occasions when matters reported by a member of employee 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 proceeding take place. If this is the case, matters will be discussed with the member of employee concerned before any action is taken.

### **Protection for those reporting stress or assisting with an investigation**

- 37.26 Employee 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.
- 37.27 Any member of employee who considers that they have been subjected to any such intimidation or victimisation should seek support from their line manager and/or **Joseph Emmanuel Muwonge, Interim** HR Department. They may alternatively or additionally raise a complaint in accordance with our Grievance Procedure.
- 37.28 Any member of employee 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.

## 38. SUBSTANCE MISUSE POLICY

- 38.1 We are committed to providing a safe, healthy and productive working environment for all our employee, customers and visitors. This includes ensuring that all employees are fit to carry out their jobs safely and effectively in a working environment which is free from alcohol and drug misuse.
- 38.2 All employees are expected to arrive at work fit to carry out their jobs and to be able to perform their duties safely without any limitations due to the use or after effects of alcohol or drugs (whether prescribed, over the counter or illegal).
- 38.3 Misuse of alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making and increased health and safety risks, not only for the individual but also for others. Irresponsible behaviour or the commission of offences resulting from the misuse of alcohol or drugs may damage our reputation and, as a result, our business.
- 38.4 We recognise that some of our employee may become dependent on alcohol or drugs. We also recognise that such dependencies can be successfully treated. We wish to promote a culture which understands and is sympathetic to the problems associated with alcohol and drug misuse in which employee with dependency problems are encouraged to seek help and are supported. However, we will not accept employee arriving at work under the influence of alcohol or drugs, and/or whose ability to work is impaired in any way by reason of the consumption of alcohol or drugs, or who consume alcohol or take drugs (other than prescription or over the counter medication, as directed) on our premises.

### Scope and purpose of the policy

- 38.5 This policy is principally intended to deal with alcohol and drug problems which, in the context of this policy are any drinking or taking of drugs, whether intermittent or continual, which interferes with work performance in relation to attendance, efficiency, productivity or safety. You will be deemed to be under the influence of alcohol or drugs where that is the reasonable opinion of a manager or supervisor.
- 38.6 This policy is not intended to apply to "one-off incidents or offences caused by alcohol or drug misuse at or outside work where there is no evidence of an ongoing problem, which may damage our reputation, and which are likely to be dealt with under our disciplinary policy.
- 38.7 The purpose of this policy is to increase awareness of the effects of alcohol and drug misuse and its likely symptoms and to ensure that:
- (a) All employees are aware of their responsibilities regarding alcohol and drug misuse and related problems.
  - (b) Employee who have an alcohol or drug related problem are encouraged to seek help, in confidence, at an early stage.
  - (c) Employee who have an alcohol or drug related problem affecting their work are dealt with sympathetically, fairly and consistently.

### Personnel responsible for implementation of the policy

- 38.8 Managers and supervisors have an important role to play in identifying problems at work that are being caused or contributed to by alcohol or drug misuse.
- (a) Where a manager or supervisor considers that a deterioration in work performance and/or changes in patterns of behaviour may be due to alcohol or drug misuse they should seek advice and assistance from **Joseph Emmanuel Muwonge, Interim** HR Department
  - (b) When a member of employee arrives at work and a manager or supervisor reasonably believes that they are under the influence of alcohol or drugs, they shall immediately

contact **Joseph Emmanuel Muwonge, Interim** HR Department in order that [the member of employee can be taken to the first aid room or provided with assistance and an investigation can be undertaken.

- 38.9 If you notice a change in a colleague's pattern of behaviour you should encourage them to seek assistance through their manager or supervisor or **Joseph Emmanuel Muwonge, Interim** HR Department. If they will not seek help themselves you should draw the matter to the attention of your manager or supervisor. You should not attempt to cover up for a colleague whose work or behaviour is suffering as a result of an alcohol or drug- related problem.
- 38.10 If you believe that you have an alcohol or drug-related problem you should seek specialist advice and support as soon as possible.
- 38.11 Managers and supervisors will, depending on the level of responsibility and the knowledge and skills considered necessary for implementing this policy, be given training in:
- (a) The nature of alcohol and drug problems, their possible causes and effects.
  - (b) The impact of alcohol and drug misuse on workplace safety and performance.
  - (c) The assistance that can be provided by Occupational Health Department and/or outside agencies.

## Alcohol and drugs at work

- 38.12 You should not drink alcohol during the normal working day, at lunchtime, at other official breaks and at official work-based meetings and events. Drinking alcohol while at work without authorisation or working under the influence of alcohol may be considered serious misconduct.
- Managers should act to prevent excessive consumption of alcohol by any member of employee and should take steps to deal with any unacceptable conduct that occurs at such functions. Any such behaviour may lead to disciplinary action.
- 38.13 We expect all our employee to comply with the drink-driving legislation at all times. Our reputation will be damaged if you are convicted of a drink-driving offence and, if your job requires you to drive and you lose your licence, you may be unable to continue to do your job. Committing a drink-driving offence outside or during working hours or while working for us may lead to disciplinary action and could result in dismissal in accordance with our Disciplinary Procedure.
- 38.14 If you are prescribed medication, you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified or you should be temporarily reassigned to a different role. If so you must tell your line manager or **Joseph Emmanuel Muwonge, Interim** HR Department without delay.

## Searches

- 38.15 We reserve the right to conduct searches for alcohol or drugs, including, but not limited to, searches of lockers, filing cabinets and desks, packages sent to our address, brief cases or bags which are on our premises.
- 38.16 Any alcohol or drugs found as a result of a search will be confiscated and disciplinary or legal action may result.

## Management of suspected substance misuse

- 38.17 If your manager or supervisor has reason to believe that you are suffering the effects of alcohol or drugs misuse, for example, due to deterioration in your work or behaviour, they will invite you to an investigatory interview. The purpose of the interview is to:
- (a) discuss the reason for the investigation and seek your views on, for example, the deterioration of your work performance and/or behaviour; and

(b) where appropriate, to offer to refer you to **Joseph Emmanuel Muwonge, Interim** HR Department in order to obtain medical and/or specialist advice.

38.18 If, as the result of the interview, your manager or supervisor continues to believe that you are suffering the effects of alcohol or drugs misuse and you refuse an offer of referral for help the matter may be dealt with under our Disciplinary Procedure.

38.19 If you agree to be referred your manager will request an urgent appointment and prepare a letter of referral, a copy of which will be provided to you.

38.20 The HR Department may ask for your consent to approach your GP for advice. A report will be sent to your manager who will then reassess the reasons for their investigatory meeting with you and decide on the way forward.

### **Providing support**

38.21 Alcohol and drug related problems may develop for a variety of reasons and over a considerable period of time. We are committed, in so far as possible, to treating these problems in a similar way to other health issues. Support will be provided where possible with a view to supporting a full recovery, allowing a return to work and the full range of your duties. This may include: (a) referral to appropriate treatment providers, where necessary in conjunction with your

(b) time off work to attend treatment as recommended and recognition of any periods of absence for treatment as periods of sickness absence.

(c) adjusting your duties or other support as recommended your GP or specialist during treatment and for an agreed period thereafter, subject to operational requirements and feasibility.

38.22 If you do not finish a programme of treatment (either because the treatment provider ceases to support you or because you stop attending) or your recovery and return to work does not happen as anticipated at the outset of a course of treatment, your manager, supervisor or Marylyn O'Kane HR Department will meet with you to decide what further action should be taken.

### **Confidentiality**

38.23 We aim to ensure that the confidentiality of any member of employee experiencing alcohol or drug-related problems is maintained appropriately by **Joseph Emmanuel Muwonge, Interim** HR Department, managers, supervisors and, where it is necessary to inform them, colleagues. However, it needs to be recognised that, in supporting employee, some degree of information sharing is likely to be necessary.

### **Performance and disciplinary issues**

38.24 If, having acknowledged an alcohol or drug related problem, you undertake treatment and/or rehabilitation, any related performance or disciplinary action may be suspended pending the outcome of the treatment.

38.25 Our intention is to support all employee with alcohol or drug related problems to regain good health. Depending on the progress made on the course of treatment, any disciplinary action may be suspended for a specified period, discontinued or continued.

## **39. DATA PROTECTION POLICY**

39.1 Everyone has rights with regard to how their personal information is handled. During the course of our activities we will collect, store and process personal information about our employee, and we recognise the need to treat it in an appropriate and lawful manner.

- 39.2 The types of information that we may be required to handle include details of current, past and prospective employees, suppliers, customers, and others that we communicate with. The information, which may be held on paper or on a computer or other media, is subject to certain legal safeguards specified in the Data Protection Act 1998 (the Act) and other regulations. The Act imposes restrictions on how we may use that information.

### **Status of the policy**

- 39.3 This part of our handbook sets out our rules on data protection and the legal conditions that must be satisfied in relation to the obtaining, handling, processing, storage, transportation and destruction of personal information.
- 39.4 The Data Protection Compliance Manager is responsible for ensuring compliance with the Act and with this part of our handbook. That post is held by **C/o Joseph Emmanuel Muwonge**, IT Manager. Any questions or concerns about the operation of this part of our handbook should be referred in the first instance to the Data Protection Compliance Manager.
- 39.5 If you consider that our provisions for complying with the Act have not been followed in respect of personal data about yourself or others you should raise the matter with your line manager or the Data Protection Compliance Manager.

### **Definition of data protection terms**

- 39.6 Data is information which is stored electronically, on a computer, or in certain paper-based filing systems.
- 39.7 Data subjects for the purpose of this policy include all living individuals about whom we hold personal data. A data subject need not be a UK national or resident. All data subjects have legal rights in relation to their personal data.
- 39.8 Personal data means data relating to a living individual who can be identified from that data (or from that data and other information in our possession). Personal data can be factual (such as a name, address or date of birth) or it can be an opinion (such as a performance appraisal).
- 39.9 Data controllers are the people who or organisations which determine the purposes for which, and the manner in which, any personal data is processed. They have a responsibility to establish practices and policies in line with the Act. We are the data controller of all personal data used in our business.
- 39.10 Data users include employees whose work involves using personal data. Data users have a duty to protect the information they handle by following our data protection and security policies at all times.
- 39.11 Data processors include any person who processes personal data on behalf of a data controller. Employees of data controllers are excluded from this definition but it could include suppliers which handle personal data on our behalf.
- 39.12 Processing is any activity that involves use of the data. It includes obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transferring personal data to third parties.
- 39.13 Sensitive personal data includes information about a person's racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health or condition or sexual life, or about the commission of, or proceedings for, any offence committed or alleged to have been committed by that person, the disposal of such proceedings or the sentence of any court in such proceedings. Sensitive personal data can only be processed under strict conditions, and will usually require the express consent of the person concerned.

## Data protection principles

- 39.14 Anyone processing personal data must comply with the eight enforceable principles of good practice. These provide that personal data must be:
- (a) Processed fairly and lawfully.
  - (b) Processed for limited purposes and in an appropriate way.
  - (c) Adequate, relevant and not excessive for the purpose.
  - (d) Accurate.
  - (e) Not kept longer than necessary for the purpose. (f) Processed in line with data subjects' rights.
  - (g) Secure.
  - (h) Not transferred to people or organisations situated in countries without adequate protection.

## Fair and lawful processing

- 39.15 The Act is intended not to prevent the processing of personal data, but to ensure that it is done fairly and without adversely affecting the rights of the data subject. The data subject must be told who the data controller is in this case **MJE Investments Ltd**, who the data controller's representative is (in this case the Data Protection Compliance Manager), the purpose for which the data is to be processed by us, and the identities of anyone to whom the data may be disclosed or transferred.
- 39.16 For personal data to be processed lawfully, certain conditions have to be met. These may include, among other things, requirements that the data subject has consented to the processing, or that the processing is necessary for the legitimate interest of the data controller or the party to whom the data is disclosed. When sensitive personal data is being processed, more than one condition must be met. In most cases the data subject's explicit consent to the processing of such data will be required.

## Processing for limited purposes

- 39.17 Personal data may only be processed for the specific purposes notified to the data subject when the data was first collected or for any other purposes specifically permitted by the Act. This means that personal data must not be collected for one purpose and then used for another. If it becomes necessary to change the purpose for which the data is processed, the data subject must be informed of the new purpose before any processing occurs.

Adequate, relevant and non-excessive processing

- 39.18 Personal data should only be collected to the extent that it is required for the specific purpose notified to the data subject. Any data which is not necessary for that purpose should not be collected in the first place.

## Accurate data

- 39.19 Personal data must be accurate and kept up to date. Information which is incorrect or misleading is not accurate and steps should therefore be taken to check the accuracy of any personal data at the point of collection and at regular intervals afterwards. Inaccurate or out-of-date data should be destroyed.

## Timely processing

- 39.20 Personal data should not be kept longer than is necessary for the purpose. This means that data should be destroyed or erased from our systems when it is no longer required. For guidance on how long certain data is likely to be kept before being destroyed, contact the Data Protection Compliance Manager

## Processing in line with data subject's rights

- 39.21 Data must be processed in line with data subjects' rights. Data subjects have a right to:
- (a) Request access to any data held about them by a data controller. (b) Prevent the processing of their data for direct-marketing purposes.
  - (c) Ask to have inaccurate data amended.
  - (d) Prevent processing that is likely to cause damage or distress to themselves or anyone else.

## Data security

- 39.22 We must ensure that appropriate security measures are taken against unlawful or unauthorised processing of personal data, and against the accidental loss of, or damage to, personal data. Data subjects may apply to the courts for compensation if they have suffered damage from such a loss.
- 39.23 The Act requires us to put in place procedures and technologies to maintain the security of all personal data from the point of collection to the point of destruction. Personal data may only be transferred to a third-party data processor if he agrees to comply with those procedures and policies, or if he puts in place adequate measures himself.
- 39.24 Maintaining data security means guaranteeing the confidentiality, integrity and availability of the personal data, defined as follows:
- (a) Confidentiality means that only people who are authorised to use the data can access it.
  - (b) Integrity means that personal data should be accurate and suitable for the purpose for which it is processed.
  - (c) Availability means that authorised users should be able to access the data if they need it for authorised purposes. Personal data should therefore be stored on our central computer system instead of individual PCs.
- 39.25 Security procedures include:
- (a) Entry controls. Any stranger seen in entry-controlled areas should be reported.
  - (b) Secure lockable desks and cupboards. Desks and cupboards should be kept locked if they hold confidential information of any kind. (Personal information is always considered confidential.)
  - (c) Methods of disposal. Paper documents should be shredded. Floppy disks and CDROMs should be physically destroyed when they are no longer required.
  - (d) Equipment. Data users should ensure that individual monitors do not show confidential information to passers-by and that they log off from their PC when it is left unattended

## Dealing with subject access requests

- 39.26 A formal request from a data subject for information that we hold about them must be made in writing. Any member of employee who receives a written request should forward it to their line manager or the Data Protection Compliance Manager immediately.

Providing information over the telephone

- 39.27 Any member of employee dealing with telephone enquiries should be careful about disclosing any personal information held by us. In particular they should:
- (a) Check the caller's identity to make sure that information is only given to a person who is entitled to it.
  - (b) Suggest that the caller put their request in writing if they are not sure about the caller's identity and where their identity cannot be checked.
  - (c) Refer to their line manager for assistance in difficult situations. No-one should be bullied into disclosing personal information.

## **40. ELECTRONIC INFORMATION AND COMMUNICATIONS SYSTEMS POLICY**

- 40.1 Our electronic communications systems and equipment are intended to promote effective communication and working practices within our organisation, and are critical to the success of our business. This part of our handbook deals mainly with the use (and misuse) of computer equipment, e-mail, the internet, telephones, Blackberries, personal digital assistants (PDAs) and voicemail, but it applies equally to the use of fax machines, copiers, scanners, Videos, CCTV, and electronic key fobs and cards. It outlines the standards we require users of these systems to observe, the circumstances in which we will monitor use of these systems and the action we will take in respect of breaches of these standards.
- 40.2 All employees are expected to protect our electronic communications systems and equipment from unauthorised access and harm at all times. Failure to do so may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

### **Equipment security and passwords**

- 40.3 Employee are responsible for the security of the equipment allocated to or used by them, and O must not allow it to be used by anyone other than as permitted by this handbook.
- 40.4 If given access to the e-mail system or to the internet, employees are responsible for the security of their terminals. If leaving a terminal unattended or on leaving the office they should ensure that they lock their terminal or log off to prevent unauthorised users accessing the system in their absence. Employee without authorisation should only be allowed to use terminals under supervision.
- 40.5 Desktop PCs and cabling for telephones or computer equipment should not be moved or tampered with without first consulting the IT department
- 40.6 Passwords are unique to each user and must be changed regularly to ensure confidentiality. Passwords must be kept confidential and must not be made available to anyone else unless authorised by your line manager or supervisor. For the avoidance of doubt, on the termination of employment (for any reason) employee must return any equipment, key fobs or cards.
- 40.7 Employee who have been issued with a laptop, PDA or Blackberry must ensure that it is kept secure at all times, especially when travelling. Passwords must be used to secure access to data kept on such equipment to ensure that confidential data is protected in the event of loss or theft. Employee should also be aware that when using equipment away from the workplace, documents may be read by third parties, for example, passengers on public transport.

### **Systems and data security**

- 40.8 Employee should not delete, destroy or modify existing systems, programs, information or data which could have the effect of harming our business or exposing it to risk.
- 40.9 Employee should not download or install software from external sources without authorisation from the IT department. This includes software programs, instant messaging programs, screensavers, photos, video clips and music files. Incoming files and data should

always be virus-checked by the IT department before they are downloaded. If in doubt, employee should seek advice from the IT department. The following must never be accessed without prior authorisation from the IT department: online radio, audio and video streaming, instant messaging and webmail (such as Hotmail or Yahoo) and social networking sites (such as Face book, Bebo, Second Life, YouTube, Twitter). This list may be modified from time to time.

- 40.10 No device or equipment should be attached to our systems without the prior approval of the IT department. This includes any USB flash drive, MP3 or similar device, PDA or telephone. It also includes use of the USB port, infra-red connection port or any other port.
- 40.11 We monitor all e-mails passing through our system for viruses. Workers should exercise caution when opening e-mails from unknown external sources or where, for any reason, an e-mail appears suspicious (for example, if its name ends in. ex). The IT department or HR Department should be informed immediately if a suspected virus is received. We reserve the right to block access to attachments to e-mails for the purpose of effective use of the system and for compliance with this part of our handbook. We also reserve the right not to transmit any e-mail message.
- 40.12 Employee should not attempt to gain access to restricted areas of the network, or to any password protected information, unless specifically authorised.
- 40.13 Employee using laptops or wi-fi enabled equipment must be particularly vigilant about its use outside the office and take any precautions required by the IT department from time to time against importing viruses or compromising the security of the system. The system contains information which is confidential to our business and/or which is subject to data protection legislation. Such information must be treated with extreme care and in accordance with our Data Protection Policy.

### **E-mail etiquette and content**

- 40.14 E-mail is a vital business tool, but an informal means of communication, and should be used with great care and discipline. Employee should always consider if e-mail is the appropriate means for a particular communication and correspondence sent by e-mail should be written as professionally as a letter or fax. Messages should be concise and directed only to relevant individuals. Our standard disclaimer should always be included. Hard copies of e-mails should be kept on the appropriate file.
- 40.15 Employee should ensure that they access their e-mails at least once every working day, stay in touch by remote access when travelling and use an out of office response when away from the office for more than a day. They should endeavour to respond to e-mails marked "high priority" within 24 hours.
- 40.16 Employees should not send abusive, obscene, discriminatory, racist, harassing, derogatory or defamatory e-mails. Anyone who feels that they have been harassed or bullied, or are offended by material received from a colleague via email should inform their line manager or **Joseph Emmanuel Muwonge, Interim** HR Department Manager.
- 40.17 Employees should take care with the content of e-mail messages, as incorrect or improper statements can give rise to claims for discrimination, harassment. Defamation, breach of confidentiality or breach of contract. Employees should assume that email messages may be read by others and not include anything which would offend or embarrass any reader, or themselves, if it found its way into public domain.
- 40.18 E-mail messages may be disclosed in legal proceedings in the same way as paper documents. Deletion from a user's inbox or archives does not mean that an e-mail cannot be recovered for the purposes of disclosure. All e-mail messages should be treated as potentially retrievable, either from the main server or using specialist software.

40.19 In general, employee should not:

- (a) send or forward private e-mails at work which they would not want a third party to read;
- (b) send or forward chain mail, junk mail, cartoons, jokes or gossip;
- (c) contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to those who do not have a real need to receive them;
- (d) sell or advertise using our communication systems or broadcast messages about lost property, sponsorship or charitable appeals;
- (e) agree to terms, enter into contractual commitments or make representations by e-mail unless appropriate authority has been obtained. A name typed at the end of an e-mail is a signature in the same way as a name written at the end of a letter;
- (f) download or e-mail text, music and other content on the internet subject to copyright protection, unless it is clear that the owner of such works allows this;
- (g) send messages from another worker's computer or under an assumed name unless specifically authorised; or
- (h) send confidential messages via e-mail or the internet, or by other means of external communication which are known not to be secure.

40.20 Employee who receive a wrongly-delivered e-mail should return it to the sender. If the e-mail contains confidential information or inappropriate material (as described above) it should not be disclosed or used in any way.

### **Use of the internet**

40.21 When a website is visited, devices such as cookies, tags or web beacons may be employed to enable the site owner to identify and monitor visitors. If the website is of a kind described in paragraph 33.31, such a marker could be a source of embarrassment to the visitor and us, especially if inappropriate material has been accessed, downloaded, stored or forwarded from the website. Such actions may also, in certain circumstances, amount to a criminal offence if, for example, the material is pornographic in nature.

40.22 Employee should therefore not access any web page or any files (whether documents, images or other) downloaded from the internet which could, in any way, be regarded as illegal, offensive, in bad taste or immoral. While content may be legal in the UK, it may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of our Electronic Information and Communications Systems Policy.

40.23 Employee should not under any circumstances use our systems to participate in any internet chat room, post messages on any internet message board or set up or log text or information on a blog or wiki, even in their own time.

### **Personal use of systems**

40.24 We permit the incidental use of internet, e-mail and telephone systems to send personal email, browse the internet and make personal telephone calls subject to certain conditions set out below. Personal use is a privilege and not a right. It must be neither abused nor overused and we reserve the right to withdraw our permission at any time.

40.25 The following conditions must be met for personal usage to continue:

- (a) use must be minimal and take place substantially out of normal working hours (that is, during lunch hours, before 8 am or after 5.30 pm);
- (b) personal e-mails must be labelled "personal" in the subject header;
- (c) use must not interfere with business or office commitments;
- (d) use must not commit us to any marginal costs; and
- (e) use must comply with the policies set out in this handbook including the Equal Opportunities Policy, Anti-harassment Policy, Data Protection Policy and Disciplinary Procedure.

40.26 Employee should be aware that personal use of our systems may be monitored (see paragraph 33.27 to paragraph 33.29) and, where breaches are found, action may be taken under the disciplinary procedure (see paragraph 33.30 to paragraph 33.32). We reserve the right to restrict or prevent access to certain telephone numbers or internet sites if we consider personal use to be excessive.

### **Monitoring of use of systems**

40.27 Our systems enable us to monitor telephone, e-mail, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, use of our systems including the telephone and computer systems, and any person use of them, is continually monitored by use of automated software. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

40.28 A CCTV system monitors the exterior of the ESG, Maldon Road building and reception area of the same 24 hours a day. This data is recorded.

40.29 We reserve the right to retrieve the contents of messages or check searches which have been made on the internet for the following purposes (this list is not exhaustive):

- (a) to monitor whether the use of the e-mail system or the internet is legitimate;
- (b) to find lost messages or to retrieve messages lost due to computer failure;
- (c) to assist in the investigation of wrongful acts; or
- (d) to comply with any legal obligation.

### **Inappropriate use of equipment and systems**

40.30 Access is granted to the internet, telephones and other electronic systems for legitimate business purposes only. Incidental personal use is permissible provided it is in full compliance with our rules, policies and procedures (including this policy, the Equal Opportunities Policy, Antiharassment Policy, Data Protection Policy and Disciplinary Procedure).

40.31 Misuse or excessive use or abuse of our telephone or e-mail system, or inappropriate use of the internet in breach of this policy will be dealt with under our Disciplinary Procedure. Misuse of the internet can, in certain circumstances, constitute a criminal offence. In particular, misuse of the e-mail system or inappropriate use of the internet by participating in online gambling or chain letters or by creating, viewing, accessing, transmitting or downloading any of the following material will amount to gross misconduct (this list is not exhaustive):

- (a) pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
- (b) offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
- (c) a false and defamatory statement about any person or organisation;

- (d) material which is discriminatory, offensive, derogatory or may cause embarrassment to others;
- (e) confidential information about us or any of our employee or clients (which you do not have authority to access);
- (f) any other statement which is likely to create any liability (whether criminal or civil, and whether for you or us); or
- (g) material in breach of copyright.

Any such action will be treated very seriously and is likely to result in summary dismissal.

40.32 Where evidence of misuse is found we may undertake a more detailed investigation in accordance with our Disciplinary Procedure, involving the examination and disclosure of monitoring records to those nominated to undertake the investigation and any witnesses or managers involved in our Disciplinary Procedure. If necessary, such information may be handed to the police in connection with a criminal investigation.

## 41 Company Computers Internet and E-mail

### 41.1 Computer Use

#### **Personal Use**

Personal use of computers provided by the Company is not permitted; this

- Playing games,
- Creating personal correspondence, documentation, designs or,
- Sending or receiving personal email,
- Accessing internet sites,
- Downloading or distributing unauthorised software including viruses and junk-mail (SPAM)

This list is not exclusive.

#### **Unauthorised Software**

Unauthorised software must not be uploaded onto company computers.

Unauthorised uploading may be treated as gross misconduct

#### **Copying Software**

Unauthorised downloading or copying of company software is a civil and criminal offence and will be treated as gross misconduct

#### **Passwords**

Passwords must not be disclosed to unauthorised persons, copied, or otherwise recorded without authority.

Any personal passwords created must be disclosed to Line Managers on termination of employment.

#### **Offensive Material**

The downloading, generation or storage of material that may cause offence or distress if it is received or discovered is forbidden and will result in disciplinary action for gross misconduct.

## 41.2 Virus protection

No programme or e-mail with an unexpected attachment should be opened, particularly if from an unsolicited source or with a file-name ending ".exe"

Auto-generated e-mails should not be opened. These can be recognised by unlikely names or subject lines, such as: "Benjamin Sufficiency", or re: "Considerable Undertakers"

No alteration is permitted to security settings on company computers; wilful alteration may be treated as gross misconduct.

Work should be backed up regularly; this is good practice as a precaution against both loss from virus infection and accidental erasure,

If an employee suspects a virus has attacked a computer, or that they may have downloaded a virus or re-set a security setting, they must inform a manager immediately.

## 41.3 Use of E-mail and Internet

### Monitoring

The Farm / Company reserves the right to monitor e-mail traffic and internet access in order to detect improper usage.

Before planned absence or when reporting sickness, e-mail users must provide authority for access to business e-mail sent to their company e-mail

### Good practice

Employees should:

- Check e-mails at least daily.
- Delete or archive messages once read
- Make and have arrangements approved for receipt of e-mail by third parties, when necessary, e.g. during holidays, in advance.
- Close internet connections when not in use
- Not leave confidential or sensitive information on-screen. Check all material received from the Internet for viruses.

## 42. Company Vehicle

### 42.1 Conditions of use (See also: Farm / Company Drivers' Handbook)

#### General Statement

Employees authorised or required to use company vehicles must observe all law and the conditions below.

#### Fuel and Mileage

Employees will receive company fuel or expenses and fuel incurred when driving a company vehicle. Abuse of the card will result in disciplinary action for gross misconduct

Accurate mileage and other records applicable to the vehicle in use must be kept. Any questions regarding this requirement must be referred to line managers before the vehicle is used

#### Breakdown

Employees will be advised of breakdown procedures and cover (if applicable) when they are issued with a Company vehicle.

## **Vehicle Security**

At all times when leaving the vehicle unattended windows must be closed, the ignition key removed and the vehicle securely locked.

### **42.2 Qualifications for Use**

#### **General**

Drivers must be 25 years of age and in possession of a valid driving licence appropriate to the class of vehicle to be driven.

#### **Alcohol or Drugs**

Consumption of any alcohol or drugs\* prior to or during use of a company vehicle is expressly forbidden and will result in disciplinary action for gross misconduct.

\*Other than prescribed medication confirmed by a Registered Medical Practitioner as having no effect on driving capability

#### **Fitness to drive**

Any employee who is uncertain of their fitness or ability to drive a company vehicle must inform their Manager immediately; failure to do so will result in disciplinary action for gross misconduct and possible criminal prosecution.

## **43. SOCIAL MEDIA POLICY**

- 43.1 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, 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.
- 43.2 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.

### **Scope and purpose of the policy**

- 43.3 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.
- 43.4 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 employee.
- 43.5 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 employee 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.
- 43.6 Employee 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.

### **Personnel responsible for implementing the policy**

- 43.7 Our Board of directors (the board) has overall responsibility for the effective operation of this policy, but has delegated day-to-day responsibility for its operation to the Head of the IT Department. Responsibility for monitoring and reviewing the operation of this policy and

making recommendations for change to minimise risks also lies with the Head of the IT Department.

- 43.8 All managers have a specific responsibility for operating within the boundaries of this policy, ensuring that all employee understand the standards of behaviour expected of them and taking action when behaviour falls below its requirements.
- 43.9 Employees are required to adhere to policy and should ensure that application of this policy is directed towards the benefit of the Farm / Company. Any employee found to cause disrepute or neglecting responsibility should be reported to the CEO / **Joseph Emmanuel Muwonge**,

## **Compliance with related policies and agreements**

- 43.10 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 Electronic Information and Communications Systems 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 employee in any way or breach our Anti-harassment and Bullying Policy;
  - (g) unlawfully discriminate against other employee or third parties or breach our Equal Opportunities Policy;
  - (h) breach our Data Protection Policy (for example, never disclose personal information about a colleague online); 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).
- 43.11 Employee 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.
- 43.12 Employees who breach any of the above policies will be subject to disciplinary action up to and including termination of employment.

## **Personal use of social media**

- 43.13 Personal use of social media is never permitted during working time or by means of our computers, networks and other IT resources and communications systems.

## **Monitoring**

- 43.14 The contents of our IT resources and communications systems are our property. Therefore, employee 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 information or communications transmitted to, received or printed from, or stored or recorded our electronic information and communications systems.

- 43.15 We reserve the right to monitor, intercept and review, without further notice, employee activities using our IT resources and communications systems, including but not limited to social 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 acknowledgement of this policy and] 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.

- 43.16 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.
- 43.17 Do not use our IT resources and communications systems for any matter that you wish to be kept private or confidential from the organisation.

### **Business use of social media**

- 43.18 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.
- 43.19 Likewise, if you are contacted for comments about the organisation for publication anywhere including in any social media outlet, direct the inquiry to **Joseph Emmanuel Muwonge, Interim HR Department** and not respond without written approval.

### **Recruitment**

- 43.20 We do not permit the use of internet searches for recruitment purposes.

### **Responsible use of social media**

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

- 43.22 Protecting our business reputation:

- (a) Employee 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 employee should also avoid social media communications that might be misconstrued in a way that could damage our business reputation, even indirectly.

- (b) Employees 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 communicating via social media.
- (c) Employee 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 **Joseph Emmanuel Muwonge, Interim** HR Department.
- (g) If you see content in social media that disparages or reflects poorly on our organisation or our stakeholders, you should contact your manager **Joseph Emmanuel Muwonge, Interim** HR Department. All employees are responsible for protecting our business reputation.

#### 43.23 Respecting intellectual property and confidential information:

- (a) Employee should not do anything to jeopardise our valuable trade secrets and other confidential information and intellectual property through the use of social media.
- (b) In addition, employee should avoid misappropriating or infringing the intellectual property of other companies and individuals, which can create liability for organisation, as well as the individual author.
- (c) Do not use our logos, brand names, slogans or other trademarks, or post any of confidential or proprietary information without prior written permission.
- (d) TO protect yourself and the organisation against liability for copyright infringement, where appropriate, reference sources of particular information you post or upload and them accurately. If you have any questions about whether a particular post or upload might violate anyone's copyright or trademark, ask Joseph Emmanuel Muwonge, Interim HR Department before making the communication.

You are not permitted to add business contacts made during the course of employment to personal social networking accounts, such as Facebook accounts LinkedIn accounts.

#### 43.24 Respecting colleagues, clients, partners and suppliers:

- (a) Do not post anything that your colleagues or our customers, clients, business partners, suppliers, vendors or other stakeholders would find offensive, including discriminatory comments, insults or obscenity.
- (b) Do not post anything related to your colleagues or our customers, clients, business partners, suppliers, vendors or other stakeholders without their written permission.

#### 43.25 Video and CCTV.

The Farm's top managers will need videos sent in at a specified time in order to monitor the on-going works. To effect policy, responsible employees have got to adhere to policy and made adjustments to accommodate this. Failure to adhere to policy might lead to disciplinary action and if repeated, may lead to dismissal.

## **44. REDUNDANCY POLICY**

44.1 It is our intention to manage our business in a manner which results in secure employment for our employees. We will always try to avoid the need for compulsory redundancies but sometimes these may be necessary. The pattern or volume of our business or methods of working may change and requirements for employees may reduce.

### **The purpose of the policy**

44.2 The purpose of this policy is to ensure that, whenever reduction in employee numbers may become necessary:

- (a) we communicate clearly with all affected employees and ensure that they are treated fairly;
- (b) we try to find ways of avoiding compulsory redundancies;
- (c) we consult with employees [and with recognised trade unions and/or employee representatives]; and
- (d) any selection for compulsory redundancy is undertaken fairly and reasonably.

### **Avoiding compulsory redundancies**

44.3 Where we are proposing to make redundancies we will enter into consultation with all affected employees on an individual basis and, where appropriate, also with recognised trade unions and/or employee representatives.

44.4 In the first instance we will consider steps that might, depending on the circumstances, be taken to avoid the need for compulsory redundancies. Examples of such steps include:

- (a) Reviewing the use of agency employee, self-employed contractors and consultants.
- (b) Restricting recruitment [in affected categories of employee and] in those areas into which affected employees might be redeployed.
- (c) Reducing overtime [in affected departments] to that needed to meet contractual commitments or provide essential services.
- (d) Freezing salaries for a specified period.
- (e) Considering the introduction of short-time working, job-sharing or other flexible working arrangements, where these are practicable.
- (f) Identifying suitable alternative work [with us or with any other companies within the Group] that might be offered to potentially redundant employees.
- (g) Inviting applications for early retirement or voluntary redundancy. In all cases the acceptance of a volunteer for redundancy will be a matter of our discretion and we reserve the right not to offer voluntary redundancy terms or to refuse an application where it is not in the interests of our business to do so.

44.5 Any measures adopted must not adversely affect our business and our ability to serve our customers.

### **Making compulsory redundancies**

44.6 When it is not possible to avoid making compulsory redundancies, all affected employees and, where appropriate, recognised trade unions and/or employee representatives will be advised that compulsory redundancies cannot be avoided. They will be consulted on the procedure that will then be followed and the criteria that will be applied.

44.7 The criteria used to select those employees who will potentially be made redundant will be objective, transparent and fair and based on the skills required to meet our existing and anticipated business needs.

- 44.8 Those employees who have been provisionally selected for redundancy will be consulted with individually.
- 44.9 Where selection for redundancy is confirmed, employees selected for redundancy will be given notice of termination of employment in accordance with their contracts and written confirmation of the payments that they will receive. Employees will be given the opportunity to appeal against this decision.
- 44.10 We will continue to look for alternative employment for redundant employees and inform them of any vacancies that we have until their termination dates. The manner in which redundant employees will be invited to apply for and be interviewed for vacancies will be organised depending on the circumstances existing at the time. Alternative employment may be offered subject to a trial period where appropriate.
- 44.11 Where we are unable to offer alternative employment, we will assist employees look for work with other employers. Employees under notice of redundancy will be entitled to take a reasonable amount of paid time off work to look for alternative employment or to arrange training for future employment.

## **45 Leaving the Farm / Company**

### **45.1 Resignation**

Resignation should be made or confirmed in writing, however verbal resignation will be considered binding unless clearly "in the heat of the moment".

### **45.2 Notice**

Notice Period

Notice periods to be given or received are specified in employees' terms and conditions.

#### **"Garden Leave"**

The company reserves the right not to require employees to work all or part of their notice; any incomplete part will nevertheless be paid.

Notice not worked at employees' instigation will, however, not be paid.

#### **Holiday**

Holiday will continue to accrue throughout the notice period if permitted.

For other arrangements see section 5.4 above

#### **Surrender of Farm / Company Property**

Once an employee has given notice the Company will require return of all Farm / Company property.

#### **Exit Interview**

All staff will be offered an exit interview; this will not affect statutory rights.

### **45.3 Dismissal**

Dismissal may be with or without notice

Dismissal without notice may apply to disciplinary dismissal for gross misconduct: See appendix one (below) and references to discipline in sections above.

### **45.4 Retirement**

Retirement arrangements are specified in employees' terms and conditions of employment.

### **45.5 Redundancy**

Should notification of redundancy or short-time working be necessary the company will adhere to all current statutory procedures, particularly with regard to consultation and selection.

## 46. RETIREMENT POLICY

- 46.1 We currently have no fixed retirement age. We acknowledge that retirement is a matter of choice for individuals and will not pressurise employee into resigning because they have reached or are approaching a certain age.
- 46.2 Employee are free to retire whenever they choose or to seek alternative roles or working patterns. For further information, see our Flexible Working Policy.
- 46.3 We are proud to employ people of all ages and consider that age diversity is beneficial to the organisation. We are committed to not discriminating against employee because of age and adhere to the principles set out in our Equal Opportunities Policy.

### The purpose of the policy

- 46.4 This policy aims to create a framework for workplace discussions, enabling you to express your preferences and expectations with regard to retirement and enabling us to plan for our business.

### Discussing your future plans

- 46.5 You or your manager may want to discuss your short, medium and long-term plans, as the need arises. For example, a promotion opportunity may arise, or, if your circumstances change, you may want a different working pattern or to stop work altogether. We need to plan for the business, and so may indicate to employee from time to time that it would be helpful to know what their plans are. - There is no obligation for us or you to hold workplace discussions about your future plans, but it may be mutually beneficial to do so.
- 46.6 We will not make generalised assumptions that performance will decline with age, whether due to competence or health issues. If we think there are problems with your performance or ill-health, these will be dealt with in the usual way, through the Capability Procedure or Sickness Absence Policy.
- 46.7 If a workplace discussion takes place for the purposes described in paragraph 36.5 above, we will aim to make it as informal as possible.
- 46.8 During any workplace discussion:
- (a) we will not assume that you want to retire just because you are approaching a certain age, such as state pension age; and
  - (b) we will not make discriminatory comments, suggesting that you should move on due to age.
- 46.9 If you indicate that you are thinking of retiring, you are free to change your mind at any time until you have actually given notice to terminate your employment.
- 46.10 Your employment or promotion prospects will not be prejudiced an interest in retiring or changing work patterns.

## 47 Appendix One:

### Examples of Gross Misconduct:

The following are some examples of gross misconduct, in addition to those mentioned in sections above, that may render employees liable to summary dismissal, i.e., dismissal without notice, on a first offence:

- Receiving cash payment without prior authorisation from CEO
- Fighting, physical assault or dangerous horseplay.
- Failure to carry out a lawful instruction from your supervisor or Manager during working hours. (Insubordination)
- The use of threatening or offensive language or behaviour.
- Theft of, or wilful damage to, company or other property.
- Unauthorised Use of Farm / Company resources, including postage, telephone and photocopying facilities.
- Endangering the Health and Safety of another person at your place of work.
- Conduct bringing the company into disrepute (this may include conduct while off-duty but identifiably a company employee).

This list is not exclusive.

This Handbook shall be amended from time to time.

48.

# Jozzy Farm Uganda

## CONFIDENTIAL PRE-EMPLOYMENT HEALTH QUESTIONNAIRE

Position Applied For ..... Location .....

Surname ..... Forename(s).....

Date of Birth ..... Telephone No. ....

Please note that we are an Equal Opportunities company, and any information you give us regarding health problems is for health and safety purposes only. Therefore, please fill in the form truthfully and do not withhold any information that may be important, or that might put you at risk whilst in our employment. If you have any problems or concerns at all please discuss them with us so we can decide how best to work around them.

Are you currently suffering from, or have you suffered from any of the following?

	YES	NO
1. Any skin disease or skin allergies		
2. heart disease or high blood pressure		
3. Fits, blackouts or epilepsy		
4. Depression, nervous breakdown or mental illness		
5. Back pain or reoccurring back, spinal or disc condition or complaint		
6. Foot ailments or varicose veins effecting mobility		
7. Eye disease or significant defect of vision not corrected by spectacles		
8. Diabetes		
9. Arthritis or joint pain effecting mobility		
10. Asthma or Hay Fever		
11. Hearing defect		
12. Headache or migraine requiring time off work		
13. Alcohol or drugs related condition or complaint		
13. Any serious injury or operation requiring hospital admission		
14. Do you suffer from any defect or disability not included in the above		

Briefly provide details if answered YES to the above ..... (please continue overleaf)

Are you regularly receiving injections, pills, tablets or medicines from a doctor (other than contraception) YES / NO (if YES please give details) .....

Do you take any over the counter medicines that give advice/cautions regarding possible drowsiness, use of machinery, driving etc? YES / NO (if YES please provide details).....

What is your height?..... What is your weight? .....

How many days have you had off work for illness over the past two years? ..... days

Are you currently undergoing any medical tests, receiving medical advice or knowingly suffering from a complaint/condition that may affect your attendance or ability (short or long term) to perform the duties in the position for which you have applied? YES / NO (if YES please give details)

I understand and acknowledge that should I knowingly make any false statement regarding my medical history either in answering the above or to any medical examiner, or should I wilfully conceal any material fact, I will if engaged, be liable to have my contract terminated.

Signed .....

Date .....