

EMPLOYEE HANDBOOK



**Unit 7
Penistone Station
Sheffield
S36 6HP**

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1. INTRODUCTION

1.1 Definitions

1.1.1 In this Handbook the following expressions have the following meanings:

"Associated Company"	any company which for the time being is a holding company (as defined in section 1159 of the Companies Act 2006) of the Company or any other subsidiary (as defined in section 1159 of the Companies Act 2006) of any such holding company or of the Company;
"Board"	the Directors of the Company from time to time present at a meeting of the Directors or of a committee of the Directors duly convened and held;
"Company"	means the employer;
"Directors"	the directors of the Company from time to time who are registered as directors at Companies House;
"ERA"	means the Employment Rights Act 1996 as from time to time amended or re-enacted;
"Group"	means the Company and the Associated Companies;
"Handbook"	means this Employee Handbook;
"Offer Letter"	means the letter sent to you from the Company offering you employment with the Company;
"Particulars"	means the terms and conditions contained in your contract of employment with the Company; and
"Line Manager"	Means your line manager as specified in your Particulars or such line manager as agreed between you and the Company from time to time.

1.2 General

- 1.2.1 This Handbook contains guidance to be adhered to by you and the Company during the course of your employment with the Company. It is not intended that this Handbook forms part of your Particulars, however in signing your Particulars you confirm that you have read and understood this Handbook.
- 1.2.2 The Company reserves the right to amend this Handbook from time to time in accordance with changes of circumstance, law or current practice. You will be notified of minor changes of detail by way of a general notice to all employees and this Handbook will be kept updated by the replacement of appropriate pages.

- 1.2.3 You will be given not less than 1 month's written notice of any significant changes which may be given by way of an individual notice or general notice to all employees. Such changes will be deemed to be accepted unless you notify the Company of any objection in writing before the expiry of the notice period.
- 1.2.4 The Company is continuously revising its policies and procedures to ensure they compare favourably with best practice in similar organisations and appropriate changes may be made to update such best practice.
- 1.2.5 You are required to read and observe all instructions applicable to you and all appropriate circulars issued by the Company.
- 1.2.6 Where there is any difference between the terms specified in the Particulars and the Handbook, the terms contained in your Particulars shall take precedence.
- 1.2.7 If you are unsure about anything mentioned in the Handbook, Particulars or Offer Letter concerning your employment with the Company, please contact your Executive Manager.

2. **ASSOCIATED COMPANIES**

- 2.1 Whenever you work for an Associated Company other than the Company, references to the Company shall be treated as references to the relevant Associated Company.
- 2.2 You shall perform such services for all Associated Companies without further remuneration unless otherwise agreed and accept such office in Associated Companies as the Company from time to time reasonably requires.
- 2.3 All obligations and restrictions entered into by you in favour of the Company shall be treated as entered into in favour of all Associated Companies from time to time and each Associated Company (while it remains an Associated Company) shall be entitled to enforce those obligations and restrictions as though it were a party to your Particulars and the obligations and restrictions were entered into directly with it and for the purposes of this section the Company shall be deemed to act as an agent or trustee for each Associated Company.
- 2.4 The Company shall be deemed to act as an agent for each Associated Company, and:
 - 2.4.1 all agreements made and instructions given by the Company; and
 - 2.4.2 all obligations and restrictions entered into by you in favour of the Company;
 - 2.4.3 shall be treated as made, given by or entered into and for the benefit of each Associated Company, which shall be entitled to enforce them as though it were a party to this Handbook.
- 2.5 Where there is any conflict between instructions given by different Associated Companies, those given or confirmed by the Company shall prevail.
- 2.6 No Associated Company shall have power to dismiss you. The Company may dismiss you whether you are employed by it or by an Associated Company, and whether the reason for the dismissal relates to the Company, or Associated Company.

3. **JOB TITLE**

Your job title is stated in the Particulars; although you may be required to do any work which the Company from time to time reasonably directs. Those duties will not be of a lower status than you hold in the Company at the time of the change.

4. **WORK APPRAISALS**

- 4.1 The Company operates an annual staff appraisal system which has two objectives. One objective is to review your work, considering not only the way you work and the effectiveness of your performance, but also the range and nature of those duties and how they fit into the Company's operations and the work of its other employees. The second objective is to review your training requirements in order to assist your future development.
- 4.2 You will be given a copy of the appraisal form prior to the meeting with your Appraiser and you are encouraged to discuss in an open and honest manner those issues which you feel need to be discussed.
- 4.3 After the meeting the appraisal form will be completed by the Company. You will be shown a copy which you should review and sign if you are satisfied that it accurately reflects the discussions. You shall retain a copy of the completed form, the original of which is to be placed on your personnel file. If you have any queries concerning the completed appraisal form, these should be directed to the Executive Manager.

5. **PLACE OF WORK**

- 5.1 The place of your work is as specified in the Particulars. You may, in the performance of your duties, be required to travel to such other place or places within the United Kingdom as the Company reasonably directs.
- 5.2 If the Company requires you to work outside the United Kingdom for longer than 6 weeks, you will be informed of the following:
 - 5.2.1 the period for which you may be required to work outside the United Kingdom;
 - 5.2.2 the currency in which remuneration will be paid to you;
 - 5.2.3 any additional remuneration which may be payable to you, including any benefits, by reason of the Company's requirement for you to work outside the United Kingdom; and
 - 5.2.4 any terms and conditions relating to your return to the United Kingdom.

6. **HOURS OF WORK**

- 6.1 You shall work such hours and at such times as are contained in the Particulars.
- 6.2 The Company may at any time vary the daily work times as is reasonably necessary for its business, on reasonable notice.

7. **PAY**

Your salary is shown on your Particulars and will be reviewed from time to time entirely at the Company's discretion. Any changes will be notified in writing.

8. **PERSONAL DETAILS**

You are required to inform the Company in writing of all changes in your name, address, telephone number and next of kin details.

9. GENERAL ABSENCE PROVISIONS

9.1 Unauthorised absence

- 9.1.1 You are required to be available for work during your normal working hours. You must make every effort to attend work.
- 9.1.2 The following rules apply in respect of unauthorised absence:
 - 9.1.2.1 the Company reserves the right to deduct an appropriate amount from your salary if it finds your explanation unsatisfactory; and
 - 9.1.2.2 absences may result in disciplinary action against you, which may include dismissal in serious cases.

9.2 Sickness and injury

- 9.2.1 The Company's rules for notifying sickness and injury and for you to qualify for Company sick pay (where applicable) are as follows:
 - 9.2.1.1 you must notify, or someone on your behalf should notify, the Quality Manager/Quality office. You must state the reason for absence and the date on which you expect to return. You must not leave a message with a colleague or use a text or email. Only when you are unable to telephone personally should someone else notify the Company on your behalf; loss of company sick pay may result if the correct notification procedure is not followed.
 - 9.2.1.2 if the absence lasts for 4 days or more (including weekends) you should complete HMRC form SC2; and
 - 9.2.1.3 if the absence lasts for 7 days or more (including weekends) you must submit a doctor's certificate to your Line Manager. Further certificates will be required to cover the total period of absence, at least once every 7 days. It is your responsibility to keep the Company informed about your progress and your likely date of return. If your certificated sickness occurs during your holiday it may count as sick leave and not holiday, subject to the approval of your Line Manager.

9.3 Statutory Sick Pay

- 9.3.1 The Company pays Statutory Sick Pay ("**SSP**") in accordance with the Government's Statutory Sick Pay Scheme. To obtain SSP you must follow the notification and certification procedure as described above. For the purposes of the Statutory Sick Pay Scheme the agreed "*qualifying days*" are Monday to Friday.

- 9.3.2 Under the SSP Scheme the Company generally pays you SSP when you have been off work for 4 days or more (including weekends). There is no SSP entitlement for shorter periods of absence. To receive SSP you must complete HMRC form SC2. (These forms are available from the Quality Manager, the Government or your doctor).
- 9.3.3 SSP is a legal entitlement and will be paid to you by the Company for up to 28 weeks. After 28 weeks, any sickness benefit entitlement is paid directly to you by the Government. Any payments received from the Government should be notified to your Line Manager so that corresponding deductions can be made from any salary you may be receiving.
- 9.3.4 Non-compliance with SSP provisions can lead to criminal prosecution. You must not make a false statement on any form that you submit.
- 9.3.5 It is essential that if you are entitled to SSP you should claim it. It is also important to note that claimants may be required to produce to the Government their certificate of Pay and Tax Deducted (Form P60) which is issued at the end of the tax year by payroll. Therefore, the certificate should be retained in case it is required in connection with a claim.
- 9.3.6 If you are in any doubt about the Company's sickness procedure or what you should do upon your return to work, please do not hesitate to contact your Line Manager, Quality Manager or see document 'Eligibility for Company Sick Pay', kept in the Quality office.
- 9.3.7 If you are involved in an accident outside work and as a result claim for compensation against a third party, then the Company will seek to recover from any monies recovered by you in the form of damages, all monies which the Company has paid by way of sickness pay. If you bring such a third party claim you should bring the provisions of this section to the attention of your Line Manager.

9.4 **Medical reports**

At any time during the course of your employment at the request of the Company you are required to submit yourself for a medical examination by a registered medical practitioner nominated by the Company. The purpose of such medical examination is to determine whether there are any matters which might impair your ability to perform your duties and accordingly you shall give such authority as is required to allow the Company's nominated doctor to disclose his findings to the Company. All expenses associated with obtaining the report shall be borne by the Company. You will also be required to consent (if requested by the Company) to the release by your GP of your medical records or to the provision by your GP of a medical report.

9.5 **Return to work**

The Company will require you not to return to work until your GP has confirmed that you are fit to return to work. When you inform the Company you are fit to return the Company reserves the right to require you to attend a medical examination by the Company doctor prior to you being permitted to restart work.

9.6 **Accident at work**

9.6.1 Absences resulting from accidents at work are treated as sickness absence and the Company's normal rules will apply.

9.6.2 If you suffer an accident at work this should be recorded in the accident book maintained by the Company.

9.7 **Sick Pay**

9.7.1 The company has a generous sick pay scheme. Sick pay is designed to alleviate hardship and anxiety in cases where an employee is unable to carry out his/her duties because of illness or injury.

The sick pay scheme operates on trust and the company leaves it to the integrity and honesty of the individual employee to comply with the spirit of the scheme, sickness notification and certification rules. The company will withhold sick pay if an employee is found to be abusing the trust of the scheme and their actions may lead to disciplinary action being taken.

Eligibility:

Eligibility for company sick pay depends on the length of service and is subject to the fulfilment of notification and certification requirements outlined above.

The minimum period of service for the scheme is three months.

The company sick pay scheme will depend upon number of years' service.

Periods of sickness will be cumulative from January 1st until December 31st of each year.

Employees will be entitled to the following company sick pay:

During year one	One month's full pay and one month's half pay
During year two	Two month's full pay and two month's half pay
During year three	Three month's full pay and three month's half pay

During year four	Four month's full pay and four month's half pay
During year five	Five month's full pay and five month's half pay
After year five	Six month's full pay and six month's

Following this any payment would be at the discretion of the Directors. SSP might be payable.

9.8 **Time off for medical appointments**

If an employee has to take time off to attend a medical/dental appointment during working hours and, due to their position in the company, they cannot make the time up by working overtime they must ensure that this is sanctioned by their manager and that disruption is kept to a minimum. Continued time off for medical appointments is at the discretion of the directors.

10. **COMPANY CAR POLICY**

- 10.1 Where it is necessary for the performance of your duties the Company may make available a suitable motor car.
- 10.2 If you are required to drive a Company car or other vehicle as a condition of your employment and if you lose your driving licence for any reason then this may result in dismissal unless you can make satisfactory arrangements to carry out the full duties of your job.
- 10.3 You will, if requested and without delay, permit the Company to examine your driving licence and (whenever your own car is used for the Company's business) your motor car insurance policy and current certificate of insurance. A copy of your driving licence will be copied for our records.
- 10.4 If you are required to use you own car whilst on company business a mileage allowance would be payable.
- 10.5 It is the responsibility of the driver to keep their company vehicle in a clean and tidy condition and to ensure that the vehicle is well maintained, e.g. keep the oil and water topped up, check tyre pressures and ensure the MOT is up to date.
- 10.6 Each car owner has a responsibility to act within the rules and regulations associated with the Highway Code and Road Traffic Act and the requirements of the insurance policy.
- 10.7 Any non-Lavender staff driver must receive approval to drive from the Co-Managing Director, Business Services or the Executive Manager, and the driver's licence presented for review and filing.
- 10.8 If a driver has ANY incident whilst driving a Lavender vehicle it MUST be reported to the Co-Managing Director, Business Services or the Executive Manager.
- 10.9 If a driver is injured in any way which may affect their ability to drive they should report this to the Co-Managing Director, Business Services or the Executive Manager, who will make a decision on how to proceed.
- 10.10 If a driver is disqualified from driving having been under the influence of alcohol or drugs or for any other reason, this matter shall be discussed by the Board of Directors, and an option for dismissal would be considered. Where disqualified by virtue of acquiring points for speeding, the driver might be given the option of making arrangements to be driven in such a manner as not to affect their normal work. This would be at their own cost.
- 10.11 Any driver receiving a driving relating fine, e.g. for parking, speeding etc., will be responsible for paying that fine themselves and MUST report this to the Co-Managing Director, Business Services or the Executive Manager.
- 10.12 It is the responsibility of the driver to ensure that they are familiar with, and adhere to the Company Vehicle Policy, a copy of which is given to every company car driver.

11. MATERNITY LEAVE POLICY

11.1 Definitions

The definitions in this paragraph apply in this policy.

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

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

11.2 Notification

11.2.1 You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations (see below).

11.2.2 Before the end of the Qualifying Week, or as soon as reasonably practical afterwards, you must tell us:

11.3.2.1 that you are pregnant;

11.3.2.2 the Expected Week of Childbirth; and

the date on which you would like to start your maternity leave

(Intended Start Date).

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

11.3 Time off for ante-natal care

11.3.1 If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. Please give us as much notice as possible of the appointment. We may ask you to provide the following, unless it is the first appointment:

11.3.1.1 a certificate from the doctor, midwife or health visitor stating that you are pregnant; and

11.3.1.2 an appointment card.

11.4 Sickness

11.4.1 Periods of pregnancy-related sickness absence shall be paid in the same manner as any other sickness absence.

11.4.2 Pregnancy-related sickness absence from the start of your pregnancy until the end of your maternity leave will be disregarded in any future employment-related decisions.

- 11.4.3 Absence for a pregnancy-related reason during the four weeks before your Expected Week of Childbirth means that your maternity leave will usually start automatically.

11.5 **Health and safety**

- 11.5.1 There is a general duty to take care of the health and safety of all employees. We will provide you with information as to any risks identified in our risk assessment, and any preventive and protective changes 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.

11.6 **Entitlement to maternity leave**

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

- 11.6.1 Ordinary maternity leave of 26 weeks ("**OML**").
- 11.6.2 Additional maternity leave of a further 26 weeks immediately following OML ("**AML**").

11.7 **Starting maternity leave**

- 11.7.1 The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date). Please notify us of your Intended Start Date. We will then write to you within 28 days to let you know the date we will expect you to return to work if you take your full entitlement to maternity leave (Expected Return Date).
- 11.7.2 The Intended Start Date can be postponed if you inform us in writing at least 28 days before the original Intended Start Date, or if that is not possible, as soon as reasonably practicable. You can bring the Intended Start Date forward letting us know at least 28 days before the new start date, or if that is not possible, as soon as reasonably practicable.
- 11.7.3 Maternity leave starts on the earlier of:
 - 11.8.3.1 your Intended Start Date or 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 the day after you give birth.
- 11.7.4 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 unless we agree to delay it.
- 11.7.5 If you give birth before your maternity leave was due to start, you must tell us the date of the birth in writing as soon as possible.

11.7.6 By law you must not work during the two weeks following childbirth (four weeks for factory work).

11.7.7 Before your maternity leave starts we will talk to you about the arrangements for covering your work and opportunities for you to remain in contact, should you wish to do so, during your leave.

11.8 **Statutory maternity pay**

11.8.1 Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch). You are entitled to SMP if:

11.8.1.1 you have been continuously employed with us for at least 26 weeks at the end of the Qualifying Week and are still employed by us during that week;

11.8.1.2 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 from time to time;

11.8.1.3 you provide us with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;

11.8.1.4 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

11.8.1.5 you are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth.

11.9 **SMP:**

11.9.1 For the first six weeks SMP is paid at the Earnings-Related Rate of 90% of your average weekly earnings calculated over the Relevant Period;

11.9.2 The 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.

11.9.3 SMP accrues from the day on which you start your OML and then 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.

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

11.9.4.1 the week after the week your employment ends; or

11.9.4.2 the eleventh week before the Expected Week of Childbirth.

11.9.5 If you receive 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.

11.10 Terms and conditions during OML and AML

11.11.1 All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay.

11.11 Annual leave

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

11.12 Keeping in touch

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

11.12.2 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.

11.13 Expected return date

11.13.1 Once you have notified us in writing of your Intended Start Date, we shall send you a letter within 28 days to inform you of your Expected Return Date. If your start date changed we shall write to you within 28 days of the start of maternity leave with an updated revised Expected Return Date. We will then expect you back at work on your Expected Return Date. It will help us if, during your maternity leave, you are able to confirm that you will be returning to work as expected.

11.14 Early return

11.14.1 If you would like to come back to work earlier than the Expected Return Date, you must give us eight weeks' prior notice. It is helpful if you give this notice in writing. If not enough notice is given, we may postpone your return date until eight weeks after you gave notice, or to the Expected Return Date if sooner.

11.15 Returning late

11.15.1 If you would like to return later than the Expected Return Date, you must either request unpaid parental leave (please see the parental leave policy). If you are unable to return to work because of sickness or injury, this will be treated as sickness absence. In any other case, late return will be treated as unauthorised absence.

11.16 Deciding not to return

11.16.1 If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. The amount of maternity leave left to run when you give notice must be at least equal to your contractual notice period, otherwise we may require you to return to work for the remainder of the notice period. If you give notice, you cannot change your mind without our agreement. This does not affect your right to receive SMP.

11.17 When you return

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

11.17.2 However, if you have taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

11.18 Returning to work part-time

11.18.1 We will deal with any requests by employees to change their working patterns (such as working part-time) after maternity leave on a case-by-case basis. There is no absolute right to insist on working part-time. It is helpful if requests are made as early as possible.

12. **PARENTAL LEAVE POLICY**

- 12.1 If you have parental responsibility and have at least 1 year's continuous service with the Company you are entitled to up to 18 weeks unpaid leave in respect of each child. The allowance of 18 weeks is per child of the family and is to be taken by the child's 5th birthday, or if the child is adopted, before the 5th anniversary of the date of placement of the child (unless the child receives disability living allowance in which case leave can be taken up to the child's 18th birthday).
- 12.2 Leave is to be taken in blocks of at least 1 week and no more than 4 weeks (per child) may be taken in any 12 month period. You must give the Company at least 21 days' notice in writing of your request for leave. If notice is not so given or the Company's business would be unduly disrupted, the Company may postpone your parental leave to a date not more than 6 months from that requested.
- 12.3 Any parental leave taken will be in addition to your annual holiday entitlement.
- 12.4 Please note that taking parental leave immediately after additional maternity, paternity or adoption leave may affect our ability to place you back into the role which you had previously.

13. PATERNITY LEAVE

13.1 Definitions

Some words and phrases appear throughout this policy and these are explained below:

Partner: someone who (whether of a different sex or the same sex) with the employee lives in an enduring family relationship, but who is not the employee's 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 the employee's care with a view to adoption.

13.2 Ordinary Paternity Leave (OPL)

13.2.1 Paternity leave may be available in relation to the birth or adoption of a child. However, paternity leave is not available to employees taking adoption leave. If adoption is relevant please also refer to our Adoption Policy.

13.2.2 You must meet all of the following conditions in order to be entitled to ordinary paternity leave (OPL):

13.2.2.1 been continuously employed by us for at least 26 weeks ending with:

13.2.2.2 the week immediately before the 14th week before the Expected Week of Childbirth (in birth cases).

13.2.2.3 the week in which the employee or the employee's Partner is notified by an adoption agency that the employee / the employee's Partner has been matched with a child (in adoption cases).

And you must be:

13.2.2.4 the biological father of the child; or

13.2.2.5 have been matched with a child by an adoption agency; or

13.2.2.6 be the spouse, civil partner or Partner of the child's mother; or

13.2.2.7 be the spouse, civil partner or Partner of someone who has been matched with a child by an adoption agency.

And you:

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

13.2.2.9 must be the child's biological father and expect to have some responsibility for the child's upbringing.

13.3.1 Ordinary paternity leave must be for the purpose of caring for the child, or supporting the child's mother, adopter or co-adopter in caring for the child.

13.4 **Additional Paternity Leave (APL)**

13.4.1 To be entitled to additional paternity leave (APL) in addition to the requirements above you must:

13.4.1.1 be employed by us until the week before the first week of the employee's APL; and

13.4.1.2 be the child's mother or the employee's co-adopter, depending on the circumstances, have been or be entitled to statutory leave:

13.4.1.3 the child's mother must be or must have been entitled to maternity leave, statutory maternity pay or maternity allowance in respect of her pregnancy(birth), or

13.4.1.4 the child's adopter must be or must have been entitled to one or both of adoption leave or statutory adoption pay in respect of the child's adoption (adoption); and

13.4.1.5 the child's mother or the employee's co-adopter, (as appropriate) must have returned to work.

13.5 **Taking OPL and / or APL**

13.5.1 OPL is taken as a block of either one week or two consecutive weeks. OPL cannot be taken in instalments. It may be taken from the date of the child's birth or adoption placement, but must end within 56 days of the relevant child's birth, or (if later) by the first day of the Expected Week of Childbirth. **In adoption situations, it must end** within 56 days of the relevant child's placement.

13.5.2 APL is taken as a multiple of complete weeks in one continuous period. APL is taken as a minimum of a two week block and the maximum is 26 weeks.

13.5.3 APL can only 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.

13.6 **Information we need (birth)**

13.6.1 If you wish to take OPL you must give us notice in writing and provide all of the following information:

13.6.1.1 The Expected Week of Childbirth;

- 13.6.1.2 Whether you would like to take one week's leave or two consecutive weeks' leave;
- 13.6.1.3 When you wish to begin the leave. You have a choice as to when to start leave from the following options: the day of the child's birth; a day which is a specified number of days after the child's birth; or a specific date later than the first date of the Expected Week of Childbirth.
- 13.6.2 You must give us the above information in writing by the 15th week before the Expected Week of Childbirth (or, if this is not possible then you must tell us, as soon as you can).
- 13.6.3 You must also provide us with a signed declaration that you are taking OPL in order to care for the child or to support the child's mother in caring for the child.
- 13.6.4 You may also wish to take APL in relation to a child's birth and if so, they must **also** provide us with further the information at least eight weeks before the date you would like APL to start. Please ask for a form in order to make your request for APL. Ask if you would like help completing the form. In short, you must tell us: the Expected Week of Childbirth; the child's date of birth; the dates that you wish your APL to begin and end. You will also need to complete a declaration that you are either the child's father or that you are the spouse, Partner or civil partner of the child's mother; and that apart from the child's mother, you have or expect to have the main responsibility for the upbringing of the child; and that you wish to take APL in order to care for the child.
- 13.6.5 We also need a written "mother declaration" from the child's mother and again we have a form for completion. Please ask if you would like help with the form.
- 13.6.6 We will write to you to confirm the start and finish dates of APL within 28 days of receiving all of the completed forms and information from you.
- 13.6.7 We also require 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.

13 **Information we need (adoption)**

- 13.1.1 You may wish to take OPL in relation to the **adoption of a child**, and if so you must provide us with notice in writing of your wish to do so and provide the following information: The date the employee and/or their spouse, civil partner or Partner were informed of having been matched with the child, together with the Expected Placement Date; whether you wish to take one week's leave or two consecutive weeks' leave; and the date when you would like OPL to start. You have a choice as to when OPL can start. You must choose from the following options:
 - 14.1.1.1 the day on which the child is placed with you or the adopter;

- 13.1.1.2 a day which is a specified number of days after the child's placement; or
 - 13.1.1.3 a specific date later than the Expected Placement Date.
 - 13.1.2 You must ensure that you give us the above information no more than seven days after they and/or their 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).
 - 13.1.3 You must also give us a signed declaration confirming that you are taking OPL to care for the child or to support their spouse, civil partner or Partner in caring for the child.
 - 13.1.3.1 If you wish to take APL after a child's adoption, you must provide us with the information set out below at least eight weeks before the date on which you would like APL to start. We can provide you with the forms which set out the information that we need. Please ask if you would like help completing the form. In addition to the form we will require a signed "employee declaration" confirming that you have been matched for adoption with the child; that you are either the spouse, Partner or civil partner of the child's co-adopter; and that you wish to take APL in order to care for the child. This declaration can take the form of a letter signed by you.
 - 13.1.3.2 We also require a written "adopter declaration" from the child's adopter. Please ask for the relevant form and ask if you would like help to complete it.
 - 13.1.4 We will write to you to confirm the start and finish dates of APL within 28 days of receiving all of the relevant information, declarations and forms from you.
 - 13.1.5 In addition to all the above we also require documentary evidence issued by the adoption agency that matched the employee with the child which confirms the name and address of the adoption agency, the date on which the employee was notified that they had been matched with the child; and the date on which the agency expected to place the child with the employee. The matching certificate may contain this information.

13.2 **Changing the dates of OPL or APL**

- 13.2.1 If you are planning OPL in respect of a child's birth, you can change the start date of leave from that originally given. You must do this by giving us a change notice. The change notice must be given to us as set out below:
 - 13.2.1.1 If you wish your leave to begin on the day of the child's birth, at least 28 days before the first day of the Expected Week of Childbirth.

- 13.2.1.2 If you wish to change OPL 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.
- 13.2.1.3 If you wish to change OPL to begin on a specific date (or a different date from that originally specified), at least 28 days before that date.
- 13.2.2 If you are planning OPL in relation to adoption, you can give us written notice to vary the start date of leave from that originally specified in the notice given. This change notice should be given:
 - 13.2.2.1 If you wish to change the OPL to start on the day that the child is placed with them or the adopter, at least 28 days before the Expected Placement Date.
 - 13.2.2.2 If you wish to change OPL to start a specified number of days after the child's placement, at least 28 days (minus the originally specified number of days) before the Expected Placement Date.
 - 13.2.2.3 If you wish to change OPL to start on a specific date (or a different date from that originally specified), at least 28 days before that date.
- 13.2.3 You must give us 28 days' written notice of the wish to change the start date of your OPL leave as set out above. If you are unable to give 28 days' notice you must give written notice of the change as soon as you can.
- 13.2.4 If you are planning APL after the **birth or adoption** of a child, you must give us written notice to cancel or vary the start and/or finish dates. To do this you must give us more notice as set out below:
 - 13.2.4.1 At least six weeks before the date you originally told us was the date that you wanted to start APL; or
 - 13.2.4.2 If you wish to begin APL earlier than the original start date, at least six weeks before the date on which you now wish APL to start.
- 13.2.5 If unable to give six weeks' notice you must give us written notice of your wishes as soon as possible. However, in these circumstances, if we cannot accommodate the request we may require you to take a period of APL of up to six weeks starting on either the original or revised start date. Employees wishing to vary or cancel APL should speak to us as soon as possible.

10.0 **Statutory paternity pay**

10.0.1 If you take OPL in accordance with this policy, you may be entitled to ordinary statutory paternity pay (OSPP) subject to statutory levels set by Government from time to time.

10.0.2 If you take APL you may be entitled to additional statutory paternity pay (ASPP).

10.1 **Terms and conditions during OPL and APL**

10.1.1 All the terms and conditions employment remain in force during OPL and APL, except for the terms relating to pay.

10.2 **Annual leave**

10.2.1 During OPL and APL, annual leave will accrue at the rate provided in your contract of employment.

10.3 **Keeping in touch**

10.3.1 We may make reasonable contact with employees from time to time during APL. You are not obliged to undertake any such work during paternity leave. We may invite you to have a discussion (whether in person or by telephone) about the arrangements on your return.

10.4 **Returning to work**

10.4.1 You may normally return to work following either OPL or APL to the same position you held before you went on leave. The terms of employment will be the same as they would have been had the employee not been absent.

10.4.2 However, if you combined OPL or APL with a period of additional maternity leave, additional adoption leave, or parental leave of more than four weeks and it is not reasonably practicable for you to return to the same job, we will offer a suitable and appropriate alternative position.

10.4.3 If you wish to return early from APL, you must give us at least six weeks' advance notice.

10.4.4 If you wish to delay your return to work after APL, you must either ask for unpaid parental leave giving us as much notice as possible but not less than 21 days, you may ask for paid holiday in accordance with your contract of employment.

10.4.5 If you cannot return from APL as expected because of ill health, this will be treated as sickness absence. In any other case, a late return may be treated as unauthorised absence.

10.4.6 You may wish to return to work part time after APL and if so you may make a request for flexible working. It is helpful if requests are made as early as possible.

- 10.4.7 If you don't intend to return to work please let us know as soon as possible. If you decide to resign notice must be given in accordance with your contract. This does not affect your right to SPP or ASPP.

14. ADOPTION LEAVE POLICY

14.1 Definitions

The following phrases are used in this policy and have the meanings set out below:

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.

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

14.2 Entitlement to adoption leave

14.2.1 Adoption leave is only available if you are adopting through a UK or overseas adoption agency (for overseas adoptions see below).

14.2.2 You are entitled to adoption leave if you meet all the following conditions:

14.2.2.1 An adoption agency has given you written notice that you have been matched with a child for adoption and tells you the Expected Placement Date.

14.2.2.2 You have informed the agency that you agree to the child being placed with you on the Expected Placement Date.

14.2.2.3 You have been continuously employed with us for at least 26 weeks ending with the Qualifying Week.

14.2.2.4 Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

14.3 Informing us that you would like adoption leave

14.3.1 You must inform us of the Expected Placement Date and your intended start date for adoption leave (**Intended Start Date**) in writing not more than seven days after the agency told you in writing that it has matched you with a child.

14.3.2 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 Matching Certificate from the adoption agency confirming the agency's name and address, the name and date of birth of the child, the date you were notified of the match and the Expected Placement Date. In addition you must also

provide us with written confirmation that you intend to take statutory adoption pay and not statutory paternity pay.

14.4 **Overseas adoptions**

14.4.1 If you are adopting a child from overseas you must have received Official Notification that the adoption has been approved by the relevant UK authority. You must also inform us in writing of your intention to take adoption leave, the date you received Official Notification and also the date that the child is expected to arrive in Great Britain. You must provide us with this information as early as possible but in any case within 28 days of receiving the 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).

You must also provide us with at least 28 days' notice in writing of your Intended Start Date. This date can be the date of the child's arrival in Great Britain or a specific date no more than 28 days after the child's arrival in Great Britain.

You must also inform us of the exact date the child arrives in Great Britain within 28 days of that date and provide us with a copy of the Official Notification together with evidence of the date of the child's arrival in Great Britain.

14.5 **Starting adoption leave**

14.5.1 OAL can start on a specific date no more than 14 days before the Expected Placement Date or it can start on the date of placement.

14.5.2 After you informed us of your Intended Start Date we will then write to you within 28 days to let you know the date that we will expect you to return to work assuming that you take all of your entitlement to adoption leave (**Expected Return Date**).

14.5.3 You can delay your Intended Start Date by letting us know, in writing at least 28 days before the original date or, if that is not possible, as soon as you can. May also be able to bring the Intended Start Date forward by letting us know in writing at least 28 days before the new start date or, if that is not possible, as soon as you can.

14.5.4 Before starting adoption leave we will talk to you about arrangements for covering your work and opportunities to remain in contact during leave should you wish to do so.

14.6 **Statutory Adoption Pay**

14.6.1 Statutory adoption pay (**SAP**) is payable for up to 39 weeks. It stops if you return to work or if the placement is disrupted. To claim SAP you must have been continuously employed for at least 26 weeks at the end of the Qualifying Week be employed by us during that week. Your average

weekly earnings during the eight weeks ending with the Qualifying Week (the **Relevant Period**) must not be below the lower earnings limit set by the Government and you must have given us all the information asked for.

14.6.2 SAP is paid at Prescribed Rates set by the Government for the relevant tax year or, if lower, at 90% of your average weekly earnings calculated over the Relevant Period.

14.6.3 SAP accrues by complete weeks of absence and we pay it on the next normal payroll date less deductions of Income Tax, National Insurance and pension contributions.

14.6.4 If you leave employment for any reason you shall still be eligible for SAP if you have already been notified by an agency that you have been matched with a child.

14.6.5 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.

14.7 **Terms and conditions during OAL and AAL**

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

14.8 **Annual leave**

14.8.1 Annual leave accrues at the rate provided under your contract during OAL and AAL.

14.9 **Disrupted adoption**

14.9.1 Adoption leave is disrupted if it has started but then notified that the placement will not take place or the child is returned to the adoption agency after placement or the child dies after placement. In these circumstances entitlement to adoption leave and any pay will continue for eight weeks from the end of the week in which disruption occurred, unless your entitlement to leave and/or pay would have ended earlier in the normal course of events.

14.10 **Keeping in touch**

14.10.1 We may make reasonable contact with you from time to time during your adoption leave. You may work up to ten days during leave without bringing leave to an end. This is not obligatory and would be discussed and agreed with us. During your leave we may invite you to have a discussion about the arrangements for your return.

14.11 **Expected Return Date**

14.11.1 If your start date changed we will write to you within 28 days of the start of adoption leave with a revised Expected Return Date. We will expect you

back at work on your Expected Return Date. It will help us if you are able to confirm that you will be returning to work as expected.

14.11.2 You must give us at least eight weeks' notice in writing before the Expected Return Date if you wish to return early. If inadequate notice is given, we may postpone your return date until four weeks (or eight weeks as appropriate) after you gave us notice or, if sooner to the Expected Return Date. If you wish to return later than the Expected Return Date, you may request unpaid parental leave or paid annual leave in accordance with your contract and our policies. If you cannot return due to ill health this will be treated as sickness absence. In any other case, late return will be treated as unauthorised absence.

14.11.3 If you decide not to return you should give notice of resignation in accordance with your contract. Once you have given resigned, you cannot change your mind without our agreement. This does not affect SAP.

14.12 **Returning to work**

14.12.1 Normally you will be entitled to return to the same role you had before going on leave with the same terms and conditions. If you take any period of AAL or more than four weeks' parental leave the situation is a little different and if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable role on terms and conditions that are not less favourable.

14.12.2 There is no absolute right to insist on working part time on your return.

15. **FLEXIBLE WORKING POLICY**

15.1 **About the Policy**

15.1.1 This flexible working policy gives eligible employees an opportunity to request a change to their working pattern

15.1.2 We will deal with the flexible working requests in a reasonable manner and within a reasonable time. In any event the time between making a request and notifying you of a final decision (including the outcome of any appeal) will be less than three months unless we have agreed a longer period with you.

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

15.2 **Eligibility**

15.2.1 To be eligible to make a request, you must:

15.2.2 be an employee;

15.2.3 have worked for us continuously for at least 26 weeks at the date your request is made; and

15.2.4 not have made a flexible working request during the last 12 months (even if you withdrew the request)

15.3 **What is a flexible working request?**

A flexible working request under this policy means a request to do any or all of the following:

15.3.1 to reduce or vary your working hours;

15.3.2 to reduce or vary the days you work

15.3.3 to work from a different location (for example, from home)

15.4 **Making a flexible working request**

Your flexible working request should be submitted to us in writing and dated. It should:

15.4.1 state that it is a flexible working request;

15.4.2 explain the change being requested and propose a start date;

15.4.3 identify the impact the change would have on the business and how that might be dealt with; and

15.4.4 state whether you have made any previous flexible working requests

15.5 **Meeting**

15.5.1 We will arrange a meeting at a convenient time and place to discuss your request. You may be accompanied at the meeting by a colleague (who must

be a current employee), of your choice. They will be entitled to speak and confer privately with you, but may not answer questions on your behalf.

15.5.2 We may decide to grant your request in full without a meeting, in which case we will write to you with our decision.

15.6 **Decision**

15.6.1 We will inform you in writing of our decision as soon as possible after the meeting.

15.6.2 If your request is accepted, we will write to you with details of the new working arrangements and the date on which they will commence. You will be asked to sign and return a copy of the letter.

15.6.3 If we cannot immediately accept your request we may require you to undertake a trial period before reaching a final decision on your request.

15.6.4 Unless otherwise agreed, changes to your terms of employment will be permanent.

15.6.5 We may reject your request for one or more of the following business reasons:

- 15.6.5.1 the burden of additional costs;
- 15.6.5.2 detrimental effect on ability to meet customer demand;
- 15.6.5.3 inability to reorganise work among existing staff;
- 15.6.5.4 inability to recruit extra staff;
- 15.6.5.5 detrimental impact on quality;
- 15.6.5.6 detrimental impact on performance
- 15.6.5.7 insufficiency of work during the periods that you propose to work; or
- 15.6.5.8 planned changes

15.7 If we are unable to agree to your request, we will write to tell you which of those reasons applies in your case. We will also set out the appeal procedure.

15.8 **Appeal**

15.9 You may appeal in writing with 14 days of receiving our written decision

15.10 Your appeal must be dated and must set out the grounds on which you are appealing

15.11 We will hold a meeting with you to discuss your appeal. You may bring a colleague to the meeting.

15.12 We will tell you in writing of our final decision as soon as possible after the appeal meeting, including reasons. There is no further right of appeal.

16. **HOLIDAYS**

16.1 **General provisions**

- 16.1.1 Your annual leave will be 33 days inclusive of 8 (days) bank holidays.
- 16.1.2 Lavender International only close for the Christmas and New Year period and the amount of days you need to reserve for this will be communicated annually by the Quality Manager. You will be paid for your annual holiday entitlement which may only be taken at such times as agreed with your Line Manager and in any event must be arranged at least 4 weeks in advance.
- 16.1.3 If you take maternity leave holiday entitlement accrues in the usual way.
- 16.1.4 The Company requires that you take all of your holiday entitlement in the relevant holiday year, details of which can be obtained from the Quality Manager.
- 16.1.5 The Company reserves the right, at its sole discretion, to require you to take any outstanding holiday remaining from the relevant holiday year during any notice period (whether notice is served by the Company or you) or to make payment in lieu thereof.
- 16.1.6 You may not take as holiday more than 10 working days consecutively out of your entitlement without the prior written consent of your Line Manager.

16.2 **Special leave**

- 16.2.1 Religious holidays (other than statutory public holidays)

The Company will endeavour to allow time off to observe religious holidays but such holidays will count against your annual holiday entitlement. Please inform your Line Manager as far in advance as possible.
- 16.2.2 Public duties (jury service, volunteer reserve and other)

The Company will allow reasonable time off to allow you to fulfil public duties. However, it is necessary for requests for time off in these circumstances to be agreed with your Line Manager.

17. **EXPENSES AND PETTY CASH**

- 17.1 You are not entitled to claim expenses unless expressly authorised in advance by a Manager of the Company.
- 17.2 Expenses will only be reimbursed by the Company on the presentation of valid receipts, or other evidence of actual payment.

18. **CONFIDENTIALITY**

18.1 **General provisions**

- 18.1.1 This section summarises the Company's rules and policies with regard to the protection of the Company's confidential information and business.
- 18.1.2 Much of the Company's work is of a strictly confidential nature. The Company's business depends on ensuring information relating to the Company's business and systems and those of its clients is protected. Further the Company has a reputation for conducting its business in a responsible and ethical manner. You are expected to protect such confidential information and in your actions demonstrate your respect for the Company's corporate values.
- 18.1.3 You are therefore requested to read this section on protecting the Company's business very carefully, and must contact your Line Manager if there is anything you do not understand.
- 18.1.4 In this section "**Confidential Information**" means all confidential information relating to the organisation, finances, processes, specifications, methods, designs, formulae, technology and business activities, strategies and plans, of and concerning the Company and any Associated Company and their customers and suppliers, and the identity of and whereabouts of its customers and suppliers.

18.2 **Operative provisions**

- 18.2.1 You shall devote the whole of your time, attention and ability to the business and interests of the Company in a proper and efficient manner and use your best endeavours to develop, maintain and extend that business and act loyally and faithfully towards the Company.
- 18.2.2 You may not directly or indirectly carry on or assist in carrying on or be employed or engaged in any other business or work of a competitive nature whilst an employee of the Company.
- 18.2.3 You have a personal responsibility to protect and maintain confidentiality of both Company and client information. Accordingly you shall not, except as authorised or required by law or your duties, during your employment disclose confidential information to any third party relating to the Company or its clients. This obligation will continue after the termination of your employment unless and until any such information comes into the public domain other than through any breach of this provision by you. As a condition of your employment, you may be required to sign an express confidentiality undertaking.

- 18.2.4 The obligations contained in this provision shall not apply:
- 18.2.4.1 to any information or knowledge which may subsequently come into the public domain other than by way of unauthorised disclosure by you;
 - 18.2.4.2 to any act in the proper performance of the duties of your employment;
 - 18.2.4.3 where such use or disclosure has been properly authorised in advance by the Company; or
 - 18.2.4.4 to any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction.
- 18.2.5 All notes, memoranda, records and writing made by you whether in written or other communicable form relating to the business of the Company or any Associated Company are and shall remain the property of the Company and shall upon request be delivered by you to the Company forthwith.

19. **TERMINATION OF EMPLOYMENT**

19.1 **By breach**

19.1.1 The Company is entitled to terminate your employment with immediate effect and without payment in lieu of notice in the following circumstances:

- 19.1.1.1 if you are guilty of gross misconduct;
- 19.1.1.2 if you are convicted of a criminal offence (other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended);
- 19.1.1.3 if you commit any serious breach or persistent breach of the terms of your employment; or
- 19.1.1.4 if you cease to hold the qualification necessary for you to carry out your work with us.

19.1.2 Termination of your employment under this provision is without prejudice to any claim which the Company may have against you for damages arising from your breach of contract.

19.2 **Retirement**

Please see the Retirement Policy.

19.3 **Pay in lieu etc.**

- 19.3.1 The Company may elect to terminate your employment without notice on payment to you of an amount equal to your basic salary (at the rate payable when the Company makes its election) for the notice period. You are not entitled to this payment unless the Company so elects.
- 19.3.2 Any money which you owe the Company (for example, by you having exceeded your holiday entitlement as at the date of termination) may be deducted from your final salary payment.
- 19.3.3 During your notice period the Company reserves the right to withhold payment for sickness absence, other than Statutory Sick Pay.

19.4 **Garden leave**

- 19.4.1 If either you or the Company serves notice on the other to terminate your employment the Company may require you to take garden leave for all or part of the remaining period of your employment.
- 19.4.2 If you are asked to take garden leave you:

- 19.4.2.1 may be required not to attend your place of work or any other premises of the Company or any Associated Company;
- 19.4.2.2 may be asked to resign immediately from any offices you hold in the Company or any Associated Company;
- 19.4.2.3 may be relieved of the requirement, either temporarily or permanently, to carry out duties during the remaining period of your employment;
- 19.4.2.4 must return to the Company all documents and other materials (including copies) belonging to the Company or Associated Companies containing confidential information; and
- 19.4.2.5 may not without the prior written permission of the Company contact or deal with or attempt to contact or deal with any client, customer, supplier, agent, professional adviser, broker or banker of the Company or any Associated Company or any employee of the Company or any Associated Company.

20. **DISCIPLINARY POLICY**

20.1 **Policy statement**

- 20.1.1 It is the Company's policy to ensure that you conduct yourself honestly and with personal and professional integrity. This procedure is designed to help and encourage you to achieve and maintain standards of conduct and performance.
- 20.1.2 Normally, minor issues are resolved informally. The Disciplinary Procedure is used to deal with repeated minor offences or more serious offences of misconduct or poor performance.
- 20.1.3 The rules and procedures set out in this Policy will be reviewed periodically by the Company in light of experience, changes in legislation and other relevant factors. You will be involved in any subsequent changes.

20.2 **Policy principles**

- 20.2.1 The principles of the Disciplinary Procedure are as follows:
 - 20.2.1.1 to promote fairness and consistency of treatment between all employees;
 - 20.2.1.2 to ensure that no disciplinary action is taken until the case has been fully investigated;
 - 20.2.1.3 the Company's objective in applying this disciplinary procedure is that, where possible, any action taken should be corrective rather than to inflict punishment; and
 - 20.2.1.4 to apply a system of warnings, according to the staged procedure outlined below. However, the Company may commence the procedure at any stage if the alleged misconduct or poor performance warrants it.
- 20.2.2 No disciplinary action will be taken until a case has been fully investigated. The investigation may include the holding of an investigation meeting with you, depending upon the specific case. Following an investigation meeting a decision as to whether disciplinary action is required will be made.
- 20.2.3 All investigation and disciplinary meetings will be handled by managers of the Company. All arrangements regarding dates and times of meetings will be notified in writing by the personnel department.
- 20.2.4 The Senior Management will write to you to invite you to a disciplinary meeting. The letter will explain:
 - 20.2.4.1 the time, date and location of the meeting;
 - 20.2.4.2 the reason for and nature of the meeting;

- 20.2.4.3 the allegations or criticisms (together with supporting evidence where relevant) which have given rise to it;
- 20.2.4.4 what will happen at the meeting, including your opportunity to ask questions, present evidence and call witnesses (if advance notice is given to the Company before the meeting);
- 20.2.4.5 the possible consequences of the meeting; and
- 20.2.4.6 your right to be accompanied to the meeting.
- 20.2.5 You, your chosen companion and the Company will make every effort to attend all meetings. Where you are persistently unable or unwilling to attend a disciplinary meeting without good cause the Company can make a decision on the evidence available.
- 20.2.6 The purpose of a disciplinary meeting is to establish the relevant facts and only after these are clear may a warning be issued. formal warnings will be confirmed in writing.
- 20.2.7 At a disciplinary meeting:
 - 20.2.7.1 the Company will explain the complaint against you;
 - 20.2.7.2 the Company will go through the evidence gathered;
 - 20.2.7.3 you will be given the opportunity to present your case;
 - 20.2.7.4 you will be given the opportunity to answer any allegations made against you;
 - 20.2.7.5 you will be given a reasonable opportunity to ask questions;
 - 20.2.7.6 you will be given a reasonable opportunity to present evidence;
 - 20.2.7.7 you will be given a reasonable opportunity to call witnesses; and
 - 20.2.7.8 you will be given a reasonable opportunity to raise points.
- 20.2.8 You have a right to appeal against any decision made if you feel that the disciplinary action taken against you is wrong or unjust.
- 20.2.9 Verbal warnings given to you under this procedure will normally be removed after 6 months in the absence of any further offences. Written warnings will normally be removed after 12 months in the absence of any further offences.
- 20.2.10 Summary dismissal without notice will take place if an act of gross misconduct is committed. Gross misconduct is misconduct serious enough to prejudice the business or reputation of the Company and to damage

the working relationship and trust between you and the Company. The sanction for gross misconduct **may** be summary dismissal i.e. dismissal without notice or payment in lieu of notice.

20.3 Examples of misconduct

20.3.1 The following is a non-exhaustive list of examples of offences which amount to misconduct falling short of gross misconduct:

- 20.3.1.1 refusal to carry out duties or reasonable instructions;
- 20.3.1.2 bad time keeping/lateness;
- 20.3.1.3 minor damage or minor misuse of the company's property
- 20.3.1.4 rude or unprofessional behaviour;
- 20.3.1.5 minor non-compliance with the Company's policies and codes;
- 20.3.1.6 unacceptable performance;
- 20.3.1.7 lack of application;
- 20.3.1.8 inappropriate standard of dress;
- 20.3.1.9 smoking on Company premises;
- 20.3.1.10 time wasting;
- 20.3.1.11 unauthorised/inappropriate use of the Company's telephone or internet; and
- 20.3.1.12 excessive sickness absence.

20.4 Examples of gross misconduct

20.4.1 The following is a non-exhaustive list of examples of behaviour which may constitute gross misconduct:

- 20.4.1.1 theft; this is not necessarily confined to Company property or money;
- 20.4.1.2 dishonesty;
- 20.4.1.3 serious insubordination;
- 20.4.1.4 violent, abusive or intimidating conduct;
- 20.4.1.5 unauthorised disclosure of confidential information;
- 20.4.1.6 serious neglect of duties;

- 20.4.1.7 non-compliance with the rules regarding the use of the Company's computer systems or equipment as set out in the Employee Handbook;
- 20.4.1.8 wilful damage to property or belongings of the Company;
- 20.4.1.9 reckless or serious misuse of a Company vehicle;
- 20.4.1.10 failure to inform the Company of any driving offences or convictions in accordance with the Company's Car Policy;
- 20.4.1.11 false accounting or falsification of any records or documents;
- 20.4.1.12 rudeness to clients, customers or suppliers;
- 20.4.1.13 attending work under the influence of drugs or alcohol, or any other non-medically prescribed drugs or substances;
- 20.4.1.14 any action likely to bring the Company into disrepute;
- 20.4.1.15 accepting a gift capable of being construed as a bribe;
- 20.4.1.16 sleeping on duty;
- 20.4.1.17 acts of incitement or actual acts of discrimination;
- 20.4.1.18 harassment or bullying;
- 20.4.1.19 serious acts in relation to the Company or involving other fellow employees (e.g. fighting or other violent conduct) otherwise so grave that it destroys the necessary mutual trust and confidence which exists between you and the Company;
- 20.4.1.20 refusal to attend any meeting arranged under this policy without reasonable explanation;
- 20.4.1.21 breach of health and safety rules and regulations;
- 20.4.1.22 failure to comply with relevant statutory or regulatory requirements;
- 20.4.1.23 conviction of a criminal offence which in the Company's opinion demonstrates unsuitability for continued employment with the Company; and
- 20.4.1.24 failure to disclose correct information on your employment application form.
- 20.4.1.25 unauthorised absence

20.5 **Right to be accompanied**

20.5.1 At all stages of the formal disciplinary procedure, you have the right to be accompanied by a work colleague. Your choice of companion must be reasonable. If the proposed person is not available to attend the hearing, the hearing can be postponed to a date and time within 5 working days of the date of the originally proposed meeting to enable you to choose an alternative colleague if you wish to.

20.5.2 At each meeting a companion:

- 20.5.2.1 can if you wish address the meeting;
- 20.5.2.2 can if you wish put or sum up your case;
- 20.5.2.3 can respond on your behalf to views expressed;
- 20.5.2.4 can confer with you during the meeting;
- 20.5.2.5 cannot answer questions on your behalf; and
- 20.5.2.6 cannot prevent you from explaining your case.

20.6 **Procedures**

20.7 **Informal procedure**

In the first instance, you will be told informally by discussion with your Line Manager that an improvement in conduct or performance is required. A note that such a meeting has taken place will be put on your personnel file and normally a letter will be sent to you confirming the discussion and the outcome.

20.8 **Formal written warning**

20.8.1 If you fail to meet the standard of behaviour or level of performance required, or if there is any further incident of misconduct, or if the misconduct is serious enough to warrant a written warning then a disciplinary meeting will be arranged by the Senior Management. You will be required to attend a disciplinary meeting with the appointed manager, and your companion (if you choose to be accompanied). After the disciplinary meeting a formal written warning will be given. A copy of the formal written warning will be placed on your personnel file and also given to you. The letter will specify details of:

- 20.8.1.1 the level of warning given – formal written warning;
- 20.8.1.2 the misconduct or performance issues concerned;
- 20.8.1.3 the improvement or change in behaviour expected;
- 20.8.1.4 the time span over which such improvement must be achieved;
- 20.8.1.5 the consequences of further misconduct or poor performance within the set period;

20.8.1.6 the length of time the warning will remain on your file (12 months for a written warning); and

20.8.1.7 the right of appeal.

20.9 **Final written warning**

20.9.1 If you continue to fail to meet the level of performance or standard of behaviour required, or if there is any further failure to perform or incident of misconduct, or if your failure or misconduct is sufficiently serious to warrant only one written warning, but insufficiently serious to justify dismissal, then stage 3 of the disciplinary procedure will be invoked.

20.9.2 A disciplinary meeting will be arranged by a Senior Manager. You will be required to attend a disciplinary meeting with the appointed Line Manager and your companion (if you choose to be accompanied). After the disciplinary meeting a formal final written warning will be issued to you and a copy placed on your personnel file. The letter will specify details of:

20.9.2.1 the level of warning given – final written warning;

20.9.2.2 the misconduct or performance issues concerned;

20.9.2.3 the improvement or change in behaviour expected;

20.9.2.4 the time span over which such improvement must be achieved;

20.9.2.5 the consequences of further misconduct or poor performance within the set period;

20.9.2.6 the length of time the warning will remain on your file (12 months for a written warning); and

20.9.2.7 the right of appeal.

20.10 **Dismissal**

20.10.1 If following the issue of a final written warning, performance is still unsatisfactory, or there is any further incident of misconduct, dismissal may result. A disciplinary meeting will be arranged by a Senior Manager. You will be required to attend the disciplinary meeting with the appointed manager and your companion (if you choose to be accompanied). If, following this meeting, it is decided to terminate your employment, you will be issued with a letter confirming the dismissal and a copy placed on your personnel file. The letter will specify details of:

that you are dismissed;

20.10.1.1 the reason you are dismissed;

20.10.1.2 the date your contract of employment will end;

20.10.1.3 the period of notice; and

20.10.1.4 the right of appeal.

20.11 Suspension

20.11.1 There may be occasions arising out of alleged breach of discipline or misconduct when the Company considers it appropriate to suspend you to allow a full investigation of all the facts to take place. During the period of suspension, you will be entitled to full pay and you will be informed of the suspension in writing. Suspension is a neutral act and is not a disciplinary action in itself or indicative of guilt. During a period of suspension, you should not attend the Company's premises or contact other employees, without first obtaining the Company's permission. The period of suspension to complete investigations will be kept under review and be kept as short as possible.

20.12 Appeals procedure

20.12.1 If you feel that the disciplinary action taken against you is wrong or unjust you may appeal. The appeal must be in writing to the Managing Director within 5 working days of the date of the Company's decision against which the appeal is made. You must state the grounds for the appeal. Where your appeal is against dismissal, the effect of lodging an appeal shall not be to postpone the date of dismissal.

20.12.2 As soon as reasonably possible after receipt of the letter an appeal meeting will be arranged by the personnel department. You will be required to attend the appeal meeting with a Line Manager the Company has appointed to hear the appeal, a member of the Senior Management and your companion (if you choose to be accompanied). At the meeting you will be given the opportunity to explain your appeal and how you think it should be resolved. The purpose of the appeal is not to rehear evidence, but to review the appropriateness of the original decision.

20.12.3 Following the meeting the Company will write to you to inform you of the decision and any action the Company proposes to take; this will normally be within 5 working days of the meeting. Whatever the outcome, that written decision is final and no further appeal within the Company may be made.

20.12.4 Copies of all written communications and records of the appeal hearing will be retained on your personnel file.

21. **GRIEVANCE POLICY**

21.1 **Policy statement**

- 21.1.1 It is the Company's policy to create an environment that promotes open communication, which allows for free and informal discussion of any work related problems. Occasionally however, problems will arise which may only be resolved through a more formal procedure.
- 21.1.2 The rules and procedures set out in this policy will be reviewed periodically by the Company in light of experience, changes in legislation and other relevant factors. You will be involved in any subsequent changes.

21.2 **Policy principles**

- 21.2.1 The Company will protect your right to seek to remedy a grievance in a fair manner. Once a grievance is dealt with there will be no further reference made to it, nor shall you be discriminated against for raising the grievance.
- 21.2.2 On the grounds that you believe that you are the victim of sexual, racial or any other form of harassment or unlawful discrimination, you should report any incidents to Senior Management.
- 21.2.3 The grievance procedure can only be used where the matter in question is not the subject of disciplinary proceedings, which should be taken up in accordance with the Company's separate Disciplinary Procedure.

21.3 **Right to be accompanied**

- 21.3.1 At all stages of the grievance procedure, you have the right to be accompanied by a work colleague. Your choice of companion must be reasonable. If the proposed person is not available to attend the hearing, the hearing can be postponed to a date and time within 5 working days of the date of the originally proposed meeting to enable you to choose an alternative colleague if you wish to.

- 21.3.2 At each meeting a companion:

- 21.3.2.1 can if you wish address the meeting;
- 21.3.2.2 can if you wish put or sum up your case;
- 21.3.2.3 can respond on your behalf to views expressed;
- 21.3.2.4 can confer with you during the meeting;
- 21.3.2.5 cannot answer questions on your behalf; and
- 21.3.2.6 cannot prevent you from explaining your case.

21.4 **Procedure**

21.4.1 If you raise a grievance in order for the Company to investigate a grievance you will be required to co-operate with the investigation.

21.4.2 You, your chosen companion and the Company will make every effort to attend all meetings.

21.4.3 You have a right to appeal against any decision made if you feel that the grievance has not been satisfactorily resolved.

21.5 Informal procedure

21.5.1 In the first instance, if you believe you have a legitimate grievance, arising from your employment you should discuss it with your Line Manager.

21.5.2 If the Line Manager is the subject of the grievance you have the informal grievance heard by a Senior Manager. Your Line Manager will be offered the opportunity to comment on the matter. The Senior Manager will arrange a meeting to hear the grievance, normally within 5 working days of notification, and the decision and any action the Company proposes to take will be notified in writing to you as quickly as possible, normally within 5 working days of the matter being raised.

21.6 Formal procedure

21.6.1 Should you feel that the matter has not been resolved through informal discussions, you should put the grievance in writing in detail to a Senior Manager without unreasonable delay. The letter should request that it is heard at Director level.

21.6.2 The Senior Manager will then arrange a meeting to hear the grievance, normally within 5 working days of receiving your letter. At the meeting you will be given the opportunity to explain your grievance and how they think it should be resolved.

21.6.3 Following the meeting the Company will decide what action, if any, needs to be taken. The Company will then write to you and notify you of the decision and any action the Company proposes to take and the right to appeal against the decision; this will normally be within 5 working days of the meeting.

21.7 Appeals procedure

21.7.1 Should you still remain dissatisfied that the grievance has not been satisfactorily resolved you can request the grievance be referred to the next level of management, who will give further consideration to the problem. In these circumstances you should put your grounds of appeal in writing to a Senior Manager within 5 working days of the date of the Company's decision letter.

21.7.2 The Senior Manager will then arrange a meeting to hear the appeal, normally within 5 working days of receiving your letter. At the meeting you will be given the opportunity to explain your appeal and how you think it should be resolved.

- 21.7.3 Following the meeting the Company will decide what action, if any, needs to be taken. The Company will then write and notify you of the decision and any action the Company proposes to take; this will normally be within 5 working days of the meeting.
- 21.7.4 Whatever the outcome, that written decision is final and no further appeal within the Company may be made.
- 21.7.5 Copies of all written communications and records of the appeal hearing will be retained on your personnel file.

22. **MEDICAL EXAMINATIONS**

- 22.1 You will agree to be examined by a general medical practitioner or medical specialist of the Company's choice and at the Company's expense when reasonably required by the Company to assess your health and fitness for work or as part of any medical screening or health surveillance carried out by the Company in connection with its duty to protect its employees' health and safety at work.
- 22.2 The report of the medical adviser so appointed by the Company shall be confidential to the Company, but may be disclosed to you at the Company's and the medical adviser's discretion. Any health record relating to you and made in connection with health surveillance shall be available for your inspection.

23. **HEALTH AND SAFETY POLICY**

23.1 **Policy statement**

- 23.1.1 The Company is committed to providing for the health, safety and welfare of all employees and to maintaining standards at least equal to the best practice in the industry.
- 23.1.2 The Company will observe the Health and Safety at Work Act 1974 and all relevant regulations and codes of practice made under it from time to time. The Company will take into account any recommendations made by the Health and Safety Executive (a Government organisation) with regard to health and safety issues and where appropriate will liaise with the Health and Safety Executive on particular health and safety issues which are of particular relevance to the Company.
- 23.1.3 This commitment to health and safety is a management responsibility equivalent to that of any other management function. It will be the duty of the Company to ensure that policy is upheld at all times and to provide the necessary funds and manpower required.
- 23.1.4 The Company will also conduct its undertaking in such a way as to ensure, so far as it is reasonably practicable, that persons not in its employment who may be affected are not exposed to risks to their health and safety. Where such risks exist information will be provided and all reasonable steps will be taken to bring this to the attention of its employees.

23.2 **Company responsibilities**

The Company is responsible for:

- 23.2.1 assessing the risk to the health and safety of you and others who may be affected and identifying what measures are needed to comply with its health and safety obligations;
- 23.2.2 providing and maintaining locations, equipment, protective clothing and systems of work that are safe and without risks to health;
- 23.2.3 ensuring that all necessary safety devices are installed and maintained on equipment;
- 23.2.4 providing information, instruction, training and supervision in safe working methods and procedures;
- 23.2.5 providing and maintaining a healthy and safe place of work and providing a safe means of access;
- 23.2.6 promoting the co-operation of employees to ensure safe and healthy conditions and systems of work by discussion and effective joint consultation;
- 23.2.7 establishing emergency procedures as required;

23.2.8 constantly monitoring and reviewing the management of health and safety at work; and

23.2.9 keeping the safety policy under review and making any revision it deems necessary from time to time. All such revisions will be brought to your attention.

23.4 Your responsibilities

The above policy needs the full co-operation of all employees who are expected to give all possible assistance aimed at its successful implementation, and to take reasonable care for your own safety and that of others. In order to achieve this, you must:

23.4.1 comply with all safety instructions and directions issued by the Company;

23.4.2 take reasonable care for your health and safety and the health and safety of other persons (e.g. other employees, contractors, customers, workmen, etc.) who may be affected by your acts or omissions at work, by observing safety rules which are applicable;

23.4.3 co-operate with the Company to ensure that the aims of the health and safety policy statement are achieved and any duty or requirement imposed on the Company by or under any of the relevant statutory provisions is complied with;

23.4.4 report and co-operate in the investigation of all accidents or incidents that have led to or may lead to injury;

23.4.5 use equipment or protective clothing provided in accordance with the training received; and

23.4.6 report any potential risk or hazard or malfunction of equipment to the appropriate authority.

23.5 Failure to comply

Any failure to comply with any aspect of the Company's health and safety procedures, rules or duties specifically assigned to you with regard to health and safety will be regarded by the Company as misconduct or gross misconduct depending on the severity of the incident, and will be dealt with under the terms of the Company's disciplinary procedure.

23.6 Additional provisions

23.6.1 Although the final level of responsibility for ensuring health and safety at work lies with the Company, certain members of management and staff shall have specific responsibilities to ensure that the Company's health and safety policy is maintained at all times.

23.6.2 Managers are responsible for the implementation of the health and safety policies in the areas under their control.

23.7 Accidents

If you suffer an accident on the Company's premises you (or someone on your behalf) must report that fact to the appropriate Line Manager as soon as is practicable after the event. All accidents should be reported however trivial. All accidents should be recorded in the Company's Accident books which are kept in the Quality Office in Penistone and the UT office at AMP. You must co-operate with any resulting investigation.

23.8 Health and safety – fire precautions

23.8.1 You must ensure that you know:

23.8.1.1 where the nearest fire alarm switches are situated;

23.8.1.2 where the fire extinguishers are situated;

23.8.1.3 where the emergency exits are situated; and

23.8.1.4 where the fire assembly point is at your place of work.

23.8.2 If you discover a fire, you should ensure that the alarm is sounded immediately. You should not attempt to tackle a fire unless you have been trained to do so.

23.8.3 As soon as the alarm is sounded you must leave your place of work and report to your fire assembly point. Wherever possible machines should be switched off, but life and safety should not be endangered by doing so.

23.8.4 The Company will arrange for regular fire drills to take place for training purposes.

PLEASE REFER TO QP5 – for more information

24. **DISABLED EMPLOYEES**

- 24.1 The Company's policy is to give reasonable consideration to, and provide facilities for, the recruitment and employment of disabled employees, and to continue the employment of employees who become disabled by injury or illness but remain capable of work. It should be borne in mind that the nature of a Non-Destructive Technician would, in most cases, exclude impediment of movement. Other areas of work might be appropriate within the company.
- 24.2 However, where employees are no longer able to carry out a particular type of work or volume of work becomes impaired their seniority and/or level of pay may be affected. These issues will be discussed individually with employees.
- 24.3 If you have a disability or become disabled (including any impediment of movement, touch, vision or hearing) you must disclose it to your Line Manager, together with any special requirements for special equipment or treatment or avoidance of conditions which aggravate the disability. The Company will consider in each case how access to work, the way in which work is performed, and facilities available at work can be incorporated or adapted for your benefit, bearing in mind the health & safety of the individual, and other colleagues.

25. **EQUAL OPPORTUNITIES POLICY**

25.1 **Policy statement**

The Company acknowledges its legal and moral obligation both in recruitment and in employment to offer equal opportunities to all persons irrespective of race, sex, marital status, sexual orientation, gender reassignment, being pregnant or on maternity leave, religion or religious belief, disability or age and that it is contrary to its legal and moral duties to discriminate against any person on the grounds of any of those matters in respect of his or her terms and conditions of employment and opportunities for training and promotion. The Company also acknowledges that this is a continuous process which must remain under constant review. The Company is committed to extending both protection from discrimination and positive action to all groups and without restricting the generality of its obligations, will deal with particular aspects of the matter as set out in the following paragraphs. The Company will monitor and record the ethnic origin of all those seeking employment in an attempt to help fulfil its commitment.

25.2 **Equal pay**

The Company is committed to practicing equality of opportunity in its Particulars. Equal pay will always be given for work of equal value.

25.3 **Religious holidays**

Where you have particular cultural or religious needs, the Company will always, wherever practicable, seek to vary the requirements to enable such needs to be met, e.g. observance of prayer times, religious holidays.

25.4 **Training**

The Company will not discriminate in the provision of training opportunities. Steps will be taken in appropriate circumstances to provide additional training for employees from underrepresented groups to enable them to progress.

25.5 **Reporting incidents**

If you believe that you or any other employee or visitor to the Company has been discriminated against or otherwise treated unfairly because of race, sex, marital status, sexual orientation, religion or religious belief, disability or age, then you should report the matter as soon as possible to the Company so that there can be an investigation and consultation with a view to establishing the facts and any steps which need to be taken.

25.6 **Disciplinary action**

Disciplinary measures will be taken against any employee found responsible for such an act of discrimination, and in serious cases the offence will amount to gross misconduct rendering that employee liable to summary dismissal.

26. **BOMB THREAT PROCEDURES**

26.1 In the event of a bomb threat, or on discovering a suspect object, you must be ready to assess the risk and react appropriately.

26.2 If you receive a suspicious package, you should:

26.2.1 inform reception or the administration office immediately and they will inform the police and fire brigade;

26.2.2 evacuate other staff from the immediate area; and

26.2.3 **not** attempt to touch the object or allow anyone else to do so.

26.2.4 If you receive a telephone warning you should:

26.2.5 allow the caller to complete the message without interrupting the caller before talking to them;

26.2.6 keep the caller talking;

26.2.7 attract the attention of a colleague and inform them by written note of the call;

26.2.8 attempt to continue contact by keeping the caller on the line;

26.2.9 remain calm and listen carefully to the caller and note any information about the caller which may be helpful to the authorities, such as;

26.2.9.1 any code words used;

26.2.9.2 the caller's sex, accent, any speech impediment, age; and

26.2.9.3 any background noise.

26.3 After receiving a bomb threat pass the information to your Line Manager who will decide whether it is appropriate to evacuate the building or initiate a search of the building.

26.4 Fire wardens will give instructions as to the evacuation instructions in the event of a bomb threat. The normal fire procedures may not be used depending on the location of the suspicious package or the bomb threat received.

27. **COMPUTER AND DATA PROTECTION**

- 27.1 It is the Company's policy to comply with all laws regulating computers and data protection. It is therefore important that you minimise exposure to risk through careless practices with regard to the use of data or inappropriate, or illegal, use of software. If you are supplied with computer equipment you are responsible for the safety and maintenance of that equipment, and the security of software and data stored either on your own system or other systems which you can access remotely.
- 27.2 You are only authorised to use systems and have access to information which is relevant to your job. You should neither seek information nor use systems outside of this criteria. Use of the internet is monitored and inappropriate activity will result in the Company taking disciplinary action.
- 27.3 You should at all times keep your personal password confidential. When changing your password you should adopt a password which does not use personal data. You should change your password regularly and you must never share or divulge your personal password to any unauthorised person.
- 27.4 You are required to comply with all policy documents issued by the Company with regard to the use of computer equipment.
- 27.5 It is illegal to make copies of software. Software issued by the Company for your use is licensed to the Company and is protected by copyright law. You must not make or distribute software that has been copied.

28. E-MAIL AND INTERNET POLICY

28.1 E-mail policy

28.1.1 The Company's computer system contains an e-mail facility which is intended to promote effective communication within the organisation on matters relating to its business. The e-mail system should therefore be used for that purpose only. The e-mail system should not be used for a purpose detrimental to your job responsibilities, for spreading gossip, or for personal gain or in breach of any of the Company's standard employment policies on issues such as sexual harassment.

28.1.2 Messages sent on the e-mail system are to be written in accordance with the standards of any other form of written communication and the content and language used in the messages must be consistent with best Company practice. Messages should be concise and directed to those individuals with a need to know. General messages to a wide group should only be used where necessary.

28.1.3 The Company's standard format for e-mail messages (including the confidentiality statement) should not be modified or amended and all e-mail messages should be sent in the prescribed format.

28.1.4 Confidential information should not be sent externally or internally by e-mail without express authority and unless the messages can be lawfully encrypted.

28.2 Legal action against the Company

28.2.1 Messages sent over the e-mail system can give rise to legal action against the Company. Claims of defamation, breach of confidentiality or contract could arise from a misuse of the system. It is therefore vital for e-mail messages to be treated like any other form of correspondence and hard copies to be retained. You are also reminded that messages are disclosable in any legal action commenced against the Company relevant to the issues set out in the e-mail.

28.3 The Company's rights

28.3.1 The Company reserves the right to retrieve the contents of messages for the purpose of monitoring whether the use of the e-mail system is legitimate, to find lost messages or to retrieve messages lost due to computer failure, to assist in the investigations of wrongful acts, or to comply with any legal obligation.

28.3.2 The Company reserves the right to monitor and record e-mail messages as it thinks fit.

28.4 Security

28.4.1 If you are given access to the e-mail system you are responsible for the security of your terminal and you must not allow the terminal to be used by an unauthorised person.

28.4.2 You should therefore keep your personal password confidential and change it regularly. When leaving your terminal unattended or on leaving the office you should ensure you log off the system to prevent unauthorised users using your terminal in your absence.

28.4.3 Attachments to e-mails must be virus checked before being opened or saved within the Company's computer system. If you are in any doubt about an attachment, you must consult with the Company's management before opening or saving the attachment.

28.5 **General rules**

28.5.1 Should you receive an e-mail message which has been wrongly delivered to your e-mail address you should notify the sender of the message by redirecting the message to that person. Further, in the event the e-mail message contains confidential information you must not disclose or use that confidential information. Should you receive an e-mail which contravenes this policy the e-mail should be brought to the attention of your Line Manager.

28.5.2 Misuse of the e-mail system in breach of this policy statement will be considered to be misconduct and will be dealt with under the Company's disciplinary procedure.

28.5.3 Misuse of the e-mail system by transmission of any material in any of the following categories will constitute gross misconduct and will be dealt with under the Company's disciplinary procedure:

28.5.3.1 offensive or obscene;

28.5.3.2 defamatory;

28.5.3.3 untrue or malicious;

28.5.3.4 racist; or

28.5.3.5 protected copyright material.

28.5.4 It is also a matter of gross misconduct to open or save an e-mail attachment in breach of the rules set out above.

28.6 **Internet policy**

28.6.1 The availability of access to the internet as part of the Company's computer system. You should not therefore use the internet a minimum for personal purposes, unless you have obtained the prior consent of a Director or Senior Manager. In particular, you should not use the Company's computer system to:

28.6.1.1 download data or material from the internet other than for Company purposes, except where appropriate;

- 28.6.1.2 participate in any internet discussion group, except where appropriate;
- 28.6.1.3 disclose or publish details of the Company to any person on the internet;
- 28.6.1.4 subscribe to any site or service for which a charge is payable, unless appropriate; or
- 28.6.1.5 download copyrighted material.

28.6.2 Any data or material downloaded from the internet must be virus checked before being saved to the Company's computer system.

28.6.3 The general rules set out above relating to misuse of the e-mail system apply equally to any breach of the rules relating to use of the internet.

TO ADHERE TO ALL DATA SECURITY POLICIES

POLICY REGARDING THE USE OF

PERSONAL COMPUTER SOFTWARE

1. Lavender International licenses the use of computer software from a variety of outside companies. Lavender International does not own this software or its related documentation and, unless authorised by the software developer, does not have the right to reproduce it except for backup purposes.
2. With regard to Client/Server and network applications, Lavender International employees shall use the software only in accordance with the licence agreements.
3. Lavender International employees shall not download and upload unauthorised software over the internet.
4. Lavender International employees learning of any misuse of software or related documentation within the Company shall notify the Department Manager or Lavender's legal counsel.
5. According to applicable copyright law, persons involved in the illegal reproduction of software can be subject to civil damages and criminal penalties including fines and imprisonment. Lavender International does not condone the illegal duplication of software. Lavender International employees who make, acquire or use unauthorised copies of computer software shall be disciplined as appropriate under the circumstances. Such discipline may include termination.
6. Any doubts concerning whether any employee may copy or use a given software programme should be raised with a responsible manager before proceeding.

29. **OFFICE FACILITIES, PERSONAL TELEPHONE CALLS AND MOBILE TELEPHONES**

- 29.1 Use should not be made of either the Company's address or office facilities or equipment (including stationery) for private work, and personal affairs should not be conducted during office hours. This includes the use of mobile telephones, accessing personal emails and the internet. However, the Company recognises that occasionally personal telephone calls may be necessary and these should be made during break periods only, except in emergencies. If it is necessary for a member of staff to have access to their telephone, for personal reasons, during office hours, a senior member of staff should sanction this.
- 29.2 If you are provided with a mobile telephone, this is primarily for business use. The Company recognises that private telephone calls might be necessary, however, these should be carried out responsibly and the cost considered.
- 29.3 You should take care of the mobile telephone and ensure it is secure at all times. In the event that the telephone is stolen you should notify a Senior Manager immediately to report the theft.
- 29.4 In any event, the mobile telephone is to be immediately returned to the Company if you are requested to do so by your Line Manager or on the termination of your employment.

30. **SEARCHES OF COMPANY EMPLOYEES**

- 30.1 The Company reserves the right to search you or any of your property held on Company premises at any time if there are reasonable grounds to believe that you are guilty of any breach of the Company's rules and regulations.
- 30.2 Personal searches must be carried out by nominated personnel and/or management as appropriate. Searches will be conducted with your consent and in the presence of at least one agreed witness.
- 30.3 The Company also reserves the right to invite the police to obtain a warrant to search the Company premises and/or people suspected of possession of drugs or who are suspected of committing any other criminal act.
- 30.4 If you refuse to permit the search to take place your refusal will normally be treated as gross misconduct and action will be taken against you under the Company's disciplinary procedure.

31. **DEDUCTIONS FROM SALARY**

31.1 The Company reserves the right at any time during, or in any event on termination, to deduct from your salary any overpayment made and/or monies owed to the Company by you including but not limited to:

31.1.1 any excess holiday;

31.1.2 outstanding loans;

31.1.3 advances;

31.1.4 relocation expenses; and

31.1.5 the cost of repairing any damage or loss to the Company's property or vehicles caused by you, where appropriate.

31.2 This clause will not apply to any sums or benefits due to you by virtue of your membership of the Company pension scheme.

32. **UNIFORM AND APPEARANCE**

- 32.1 Starting with your first day and continuing throughout your employment, you represent the Company. Your appearance, professional conduct, actions and the impressions you make on clients and other professionals with whom you come into contact are important not only to your own advancement and job satisfaction, but to the continuing development of the Company's business.
- 32.2 We encourage everyone to maintain attire and personal appearance in a manner that is professional in our business environment.
- 32.3 If you are unclear as to what the Company would regard as an appropriate standard of dress you should seek guidance from your Senior Manager.
- 32.4 Where uniforms are provided, they should be worn in full at all times whenever you are on duty and should be kept clean and tidy at all times. You are required to ensure the uniform is kept clean and laundered at all times.
- 32.5 Your uniform is the property of the Company and should be returned to the Company on the termination of your employment.

32.6 **Protective clothing**

Where required for the purposes of your work, you will wear protective clothing provided by the Company. Any failure to comply with this rule, which is designed to protect your health and safety and that of other employees, will be treated as a serious act of misconduct and may lead to disciplinary action being taken against you under the Company's disciplinary procedure.

33. **SECURITY OF PERSONAL AND COMPANY PROPERTY**

- 33.1 You are responsible for your own personal property and must safeguard it by ensuring that you keep it in a secure place. The Company cannot accept responsibility for any loss or damage; this should be covered by your own personal insurance arrangements.
- 33.2 Notwithstanding this policy, any losses must be reported immediately to the Company so that prompt action can be taken to attempt recovery and necessary measures can be made to prevent a recurrence. If you lose or find any property on the premises, you should report it to your Line Manager immediately.
- 33.3 You are responsible for any Company equipment or documents issued to you whilst in the Company's employment. On the termination of your employment, or at any other time in accordance with instructions given to you by the Company, you will immediately return to the Company all equipment, correspondence, records, specifications, software, models, notes, reports and other documents and any copies thereof and any other property belonging to the Company (including but not limited to any Company car, keys, equipment, credit cards, mobile telephone, keys and passes) which are in your possession or under your control.
- 33.4 You should ensure that all your confidential papers are locked away when you are not at your desk. You should maintain a clean desk policy and at the end of each day all documents should be stored in locked filing cabinets.
- 33.5 Correspondence or other Company papers should not be taken out of the office without the permission of your Line Manager or Senior Management. If you are permitted to take work papers or other documents of a confidential nature out of the office, you are required to take all necessary steps to protect the security of those documents.
- 33.6 All confidential papers to be destroyed should be shredded.
- 33.7 To ensure that there are no accidental leaks of information you should assume that any information you hold about the Company or any of its clients is unpublished and confidential. If for any reason you come into possession of information, accidentally or indirectly, whether substantiated or not, relating to the Company or its clients and there is reason to believe that this may represent a leak of unpublished or confidential information you should:
 - 33.7.1 adhere to the rules set out above; and
 - 33.7.2 inform your Line Manager immediately.

34. **VISITORS**

You must notify visitors that they must report to reception on arrival. They should not be left unattended nor allowed to walk around the premises unescorted. If you see any person unknown to you acting suspiciously in any of the Company buildings, report this at once to your Line Manager or another manager or Director immediately.

35. **HARASSMENT POLICY AND PROCEDURE**

35.1 **Policy statement**

35.1.1 As part of its overall commitment to equality of opportunity, the Company is fully committed to promoting a good and harmonious working environment where every employee is treated and treats others with respect and dignity and in which no worker feels threatened or intimidated because of his or her religious beliefs, political opinion, sex, marital status, sexual orientation, gender reassignment, being pregnant or on maternity leave, disability, age or race. (Throughout this policy the word 'race' is to be understood, in line with the Race Relations Act 1976, to include colour, race, nationality or ethnic or national origins). This policy covers harassment which occurs both in and out of the workplace, such as on business trips or at events or work related social functions. It covers harassment by employees and also by third parties such as by customers, suppliers and visitors to our premises.

35.1.2 The aim of this policy and the accompanying procedure is to prevent harassment, provide guidance to resolve any problems should they occur and prevent recurrence. Harassment at work in any form is unacceptable behaviour and will not be permitted or condoned. Harassment constitutes discrimination and is unlawful through employment legislation. Harassment may also be a civil offence, a criminal offence and may contravene health and safety legislation.

35.1.3 Harassment detracts from a productive working environment and can affect the health, confidence, morale and performance of those affected by it, including anyone who witnesses or knows about the unwanted behaviour. This can have a direct impact on the profitability and economic efficiency of the organisation.

35.1.4 Harassment is inappropriate behaviour at work and will be treated by this organisation as misconduct which may include gross misconduct warranting dismissal. You must comply with this policy.

35.1.5 Harassment is unwanted conduct of a discriminatory nature affecting the dignity of individuals at work. This can include unwelcome physical, verbal or non-verbal conduct. Such behaviour is unacceptable:

35.1.5.1 where it is unwanted, unreasonable and offensive to the recipient;

35.1.5.2 where it is used as the basis for an employment decision; and

35.1.5.3 where it creates a hostile or, degrading or offensive working environment.

35.1.6 Some examples are given below but many forms of behaviour can constitute harassment:

35.1.6.1 physical conduct ranging from touching to serious assault;

- 35.1.6.2 verbal and written harassment through jokes, offensive remarks, offensive language, gossip and slander, threats, letters;
- 35.1.6.3 visual displays of posters, graffiti, obscene gesture, any other offensive material;
- 35.1.6.4 isolation or non-co-operation at work, exclusion from social activities;
- 35.1.6.5 coercion, including pressure for sexual favours, pressure to participate in political/religious groups; or
- 35.1.6.6 intrusion by pestering, spying, following etc.

35.1.7 It should be noted that it is the impact of the behaviour which is relevant and not the motive or intent behind it.

35.2 **Your rights**

- 35.2.1 You have the right to work in an environment which is free from any form of harassment. The Company fully recognises the right of employees to complain about harassment should it occur. All complaints will be dealt with seriously, promptly and confidentially.
- 35.2.2 This procedure does not replace or detract from your rights to pursue a complaint under the relevant discrimination legislation to an Employment Tribunal. A complaint must be lodged within three months from the date of the alleged act of discrimination.
- 35.2.3 Every effort will be made to ensure that if you make a complaint, you and any others who give evidence or information in connection with the complaint, will not be victimised. Victimisation is a type of unlawful discrimination. Any complaint of victimisation will be taken seriously and dealt with promptly and confidentially. Proven victimisation will result in disciplinary action and may warrant dismissal.

35.3 **Your responsibilities**

- 35.3.1 You have a responsibility to help ensure a working environment in which the dignity of employees is respected. Everyone must comply with this policy and you should ensure that your behaviour to colleagues and customers does not cause offence and could not in any way be considered to be harassment.
- 35.3.2 You should discourage harassment by making it clear that you find such behaviour unacceptable and by supporting colleagues who suffer such treatment and are considering making a complaint. You should alert your Line Manager to any incident of harassment to enable the Company to deal with the matter. The information you impart will be treated confidentially and you may be required to sign a confidentiality undertaking not to disclose the fact that you are a witness.

35.4 **The Company's role**

35.4.1 Managers have a duty to implement this policy and to make every effort to ensure that harassment does not occur, particularly in work areas for which they are responsible. Managers and Line Managers have responsibility for any incidents of harassment of which they are aware or ought to be aware. If harassment does occur, they must effectively deal with the situation.

35.4.2 Line Managers should:

35.4.2.1 explain the Company's policy to you and take steps to promote awareness of the procedure for dealing with complaints and ensure that you have been given or have access to a copy.

35.4.2.2 be responsive and supportive to you when you make an allegation of harassment, provide clear advice on the procedure to be adopted, maintain confidentiality and seek to ensure that there is no further problem of harassment or victimisation after a complaint has been resolved;

35.4.2.3 set a good example by treating you and customers with dignity and respect;

35.4.2.4 be alert to unacceptable behaviour and take appropriate action;

35.4.2.5 ensure that you know how to raise harassment problems.

35.4.3 The Company will ensure that adequate resources are made available to promote respect and dignity in the workplace and to deal effectively with complaints of harassment.

35.4.4 Individuals will be appointed to provide advice and assistance to you if you are subject to harassment. The names of these designated advisers will be made known to you. The organisation will ensure, where possible, that you can raise complaints, should you wish, with someone of your own gender, religion or race, or who is aware of disability issues. All complaints of harassment will be dealt with promptly, seriously and confidentially. Senior Managers playing an official role in any formal complaints procedures will receive appropriate training.

35.4.5 The Company will monitor all incidents of harassment and will review the effectiveness of this policy and procedure periodically.

35.5 **Procedure**

If you believe that you have suffered any form of harassment you are entitled to raise the matter through the following procedure, which does not replace or detract from your statutory rights under employment legislation.

35.6 The informal stage

35.6.1 This stage is appropriate where you simply want the behaviour to stop, where the harassment is not serious or where it has not been repeated. You can seek to resolve matters informally by:

35.6.1.1 approaching the alleged harasser directly making it clear to the person(s) harassing you that the behaviour in question is offensive, is not welcome and should be stopped;

35.6.1.2 approaching the alleged harasser with the support of a colleague; or

35.6.1.3 approaching the alleged harasser with the support of a Line Manager or Senior Manager.

35.6.2 If it is too difficult or embarrassing to do this personally, you may request a Line Manager or Senior Manager to approach the alleged harasser on your behalf.

35.6.3 Where you seek the support of a Line Manager you will be sensitively informed that their role at the informal stage can only be one of support or assistance.

35.6.4 You will be advised that:

35.6.4.1 a formal investigation and possible disciplinary action can only take place if the complaint is investigated under the formal procedure; and

35.6.4.2 a written record of the action taken will be made to assist with any formal proceedings which may arise if the behaviour does not stop.

35.6.5 Failure to maintain such a record will not invalidate proceedings at the formal stage.

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

35.6.7 Additionally, there may be situations where the seriousness of a complaint warrants formal proceedings.

35.7 The formal stage

35.7.1 The formal complaints procedure is appropriate if the harassment is serious, if you prefer this, or if the harassment continues after the informal procedures

have been used. A senior member of management (the "**Manager**") has been given responsibility for proceedings at the formal stage.

- 35.7.2 You may raise complaints with this Manager or, if appropriate, another member of management or individual designated for this purpose. Where possible, you will be able to bring a complaint in the first instance to someone of your own religion, gender or race, or who is aware of disability issues, if you so choose.
- 35.7.3 Managers carrying out investigations at the formal stage should not be connected in any way with the allegation which has been made.
- 35.7.4 A representative of management will assist throughout the procedure. He will attend all meetings and maintain a written record of all proceedings including the investigation and any outcome. The Manager conducting the investigation will check all records to ensure accuracy.

35.8 **Time limits**

The following procedure details time limits for the completion of each stage of the procedure. If any of these time limits are not possible then both parties will be informed of the revised timescale. The procedure will be completed within 20 working days of the complaint having been received. Where this is not possible the procedure will be completed as soon as practicable.

35.8.1 Making a complaint

Complaints should be raised as soon as possible following an act of alleged harassment so that the matter can be dealt with swiftly and decisively. While it is preferable that a complaint should be made in writing to your Line Manager or any other manager as appropriate this will not preclude the investigation of a complaint made verbally. Your Line Manager will acknowledge receipt of your complaint and arrange to meet you within 3 working days.

35.8.2 Initial meeting

Your Line Manager will meet you to:

- 35.8.1 clarify and formally record the nature of the complaint and that it is being handled under the formal procedure;
- 35.8.2 ensure that you are aware of the next stage of the procedure;
- 35.8.3 advise that you have the right to be accompanied by a work colleague.

35.8.3 Avoiding contact with alleged harasser

The issue of avoiding contact between you and the alleged harasser must be considered before action is taken to inform the alleged harasser of the complaint. Your Line Manager will take appropriate action concerning avoiding contact following discussion with you, including the possibility of transfer if appropriate. Both parties should also be advised that there should be no

communication between them, directly or indirectly, in relation to the complaint.

35.9 **Suspension**

Where a case of serious harassment has been alleged consideration will be given to precautionary suspension of the alleged harasser to enable the investigation to proceed. An individual who is going to be suspended must be formally advised of this at a meeting with the Line Manager concerned. The individual will have the right to be accompanied by a work colleague as appropriate.

35.10 **Informing the alleged harasser**

35.10.1 The Line Manager will meet the alleged harasser and:

- 35.10.1.1 outline the nature of the complaint;
- 35.10.1.2 confirm that it is being handled under the formal procedure;
- 35.10.1.3 ensure that the individual is aware of the next stages of the procedure;
- 35.10.1.4 advise that the alleged harasser has the right to be accompanied by a work colleague; and
- 35.10.1.5 following this meeting the Line Manager will write to the alleged harasser outlining the nature of the complaint and setting a date for a formal meeting to be held within 5 working days of the complaint being received.

35.10.2 The purpose of these meetings is to establish the facts. All those giving information to the Line Manager and or other representative, do so privately and not in the presence of any other person involved in or present during the alleged incident. A record of all meetings will be kept. All evidence provided to assist with the investigation will be treated as confidential to the investigation subject to any statutory requirements.

35.11 **Consideration of information**

Having obtained all the information possible, the Line Manager will consider whether the organisation's disciplinary procedure should be invoked or some other action taken. The decision will be communicated in writing to you and to the person against whom the complaint was made.

35.12 **After the investigation is complete**

35.12.1 Redeployment if disciplinary action is taken

Where a complaint has been upheld you may wish to avoid any further contact with the harasser. Should the harasser remain in employment with the organisation and where it is agreed that further contact between

the individuals concerned would be unacceptable, every effort will be made to facilitate this wish. Consideration should always be given to relocating the harasser in the first instance and where you have to be transferred it should not lead to any disadvantage to you.

35.12.2 Redeployment where disciplinary action has not been taken

Even where a complaint is not upheld, or, for example, where the evidence is inconclusive, consideration may still be given, where practicable, to the voluntary transfer of one of the employees concerned.

35.13 **Appeals**

35.13.1 If you are not satisfied with the outcome you may appeal in writing within five working days of the date the decision was sent or given to you, stating your full grounds of appeal.

35.13.2 We will hold an appeal meeting, normally within one week of receiving the appeal. This will be dealt with by a more senior manager who has not previously been involved (where possible). You may bring a colleague to the meeting.

35.13.3 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.

36. **PUBLIC INTEREST DISCLOSURE POLICY**

36.1 **Introduction**

- 36.1.1 The Company at all times conducts its business with the highest standards of integrity and honesty. It expects you to maintain the same standards in everything you do. You are therefore encouraged to report any wrongdoing by the Company, its employees or any third party that falls short of these business principles.
- 36.1.2 The Public Interest Disclosure Act 1998 protects employees who report wrongdoing within the workplace, but it is the aim of this policy to ensure that as far as possible you are able to tell us about any wrongdoing at work which you believe has occurred or is likely to occur.
- 36.1.3 We recognise that you may not always feel comfortable about discussing your concerns internally, especially if you believe that the Company itself is responsible for the wrongdoing. The aim of this policy is to ensure that you are confident that you can raise any matter with the Company that concerns you, in the knowledge that it will be taken seriously, treated as confidential and that no action will be taken against you.
- 36.1.4 You are encouraged to use the procedure set out below if you have any concerns at all about wrongdoing at work, including:
 - 36.1.4.1 any criminal offence;
 - 36.1.4.2 any failure to comply with legal obligations;
 - 36.1.4.3 any miscarriage of justice;
 - 36.1.4.4 any health and safety dangers;
 - 36.1.4.5 any environmental risks; or
 - 36.1.4.6 any deliberate concealment of any of these.

36.2 **Procedure**

- 36.2.1 If appropriate, discuss the matter with your Line Manager in the first instance.
- 36.2.2 An informal approach to your Line Manager will be treated as completely confidential.
- 36.2.3 If the matter requires further investigation an investigation will be carried out and you will be informed of the outcome of the investigation and what, if any, action has been taken.
- 36.2.4 If you remain unhappy about the speed or conduct of the investigation or the way in which the matter has been resolved, you should refer the matter to the next level of management. When they have investigated your complaint they

will tell you the result of the investigation and what, if any, action has been taken.

- 36.2.5 The Company undertakes that if you make a report in good faith under this procedure you will not be subjected to any detriment as a result. In the event that you believe you are being subjected to a detriment by any person within the Company as a result of your decision to invoke the procedure you must inform the investigator immediately and appropriate action will be taken to protect you from any reprisals.
- 36.2.6 If it should become clear that the procedure has not been invoked in good faith, for example for malicious reasons or to pursue a personal grudge against another employee, this will constitute misconduct and will be dealt with under the Company's disciplinary procedure.
- 36.2.7 The Company is keen to hear of any concerns that you may have about wrong doing at work and encourages you to use the procedure described above wherever possible.
- 36.2.8 The Company recognises there may be matters that cannot be dealt with internally and external authorities will need to become involved. Where this is necessary the Company reserves the right to make such a referral without your consent.

37. **NOTICES**

Any additional information will be notified to you via the Quality Manager. Changes/updates to policies and procedures will be presented as controlled documents and as such will require acknowledgement of receipt.

38. RETIREMENT POLICY

38.1 Purpose of the Retirement Policy

- 38.1.1 The Company has decided that it is appropriate to have a set retirement age for individual employees based on their State pension age for the reasons set out briefly at paragraph 38.2. These will be kept under review from time to time by the Company.
- 38.1.2 Employees are of course free to retire before the set retirement age. We also recognise that employees may wish to consider changing their working patterns as they approach retirement.
- 38.1.3 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 employees because of age and adhere to the principles set out in our Equal Opportunities Policy.
- 38.1.4 This policy sets out what steps we will take to meet with you, as you approach retirement age, enabling you to express your preferences and expectations and enabling us to plan for our business.
- 38.1.5 This policy does not form part of your contract of employment and we may amend it from time to time as we consider appropriate.

38.2 Fixed Retirement Age

- 38.2.1 The Company has a set retirement age for employees which is the State pension age for each individual. Our reasons for this policy are:-
 - 38.2.1.1 Workforce planning; the need of the Company to be able to recruit and retain staff and provide promotion opportunities and effectively manage succession;
 - 38.2.1.2 Avoiding workplace disharmony which might result from requiring older employees to undergo performance management procedures and thereby protecting their dignity;
 - 38.2.1.3 The increased cost of extending benefits such as health and life insurance to older workers;
 - 38.2.1.4 Ensuring a high quality of employee performance;
 - 38.2.1.5 Having an age balanced workforce and intergenerational fairness and/or sharing job opportunities among generations; and
 - 38.2.1.6 Ensuring the health and safety of individual employees, their colleagues and the general public.

We will review whether this set retirement age remains necessary from time to time and will let you know if we consider that this needs to be changed.

38.3 What to expect as you approach the fixed retirement age

38.3.1 We would like to meet with you well in advance of your retirement date to discuss any relevant issues, such as whether a handover period is necessary or how your skills could be passed to others within the organisation. It would also be an opportunity for you to raise any issues that you consider pertinent, such as whether you would like to work beyond the retirement date or in a different capacity. Ideally this meeting should take place between six and 12 months before your retirement date, but in some cases a shorter period may be appropriate. You or your manager may decide that it is beneficial to meet on more than one occasion.

38.3.2 You should feel free to initiate a workplace discussion about your future plans with regard to retirement. You may want to retire earlier than the set retirement date or work flexibly or in an alternative role in the period leading up to retirement. If so, we would like to know what your plans are and discuss them with you.

38.4 Can you work beyond retirement?

If you would like to work beyond the set retirement date which applies to you, you may raise this with your manager and we will consider your request in light of surrounding circumstances, including our business reasons for having a set retirement age. Any decision to grant a request to work beyond retirement for one employee shall not imply that we will always grant such requests. We will aim to treat employees consistently in this regard, subject to the needs of our business.

38.5 Termination of your employment for retirement

Your contract of employment sets out the notice period that we are obliged to give you.

39. **SMOKEFREE POLICY**

- 39.1 The Health Act 2006 banned smoking in enclosed public spaces and workplaces. This policy has been developed to protect all employees, customers and visitors from exposure to second hand smoke.
- 39.2 It is the policy of the Company that all workplaces and work vehicles (used by more than one person) shall be smoke free enabling you to work in a smoke free environment.
- 39.3 The Company has a designated a smoking area. However, you are not entitled to additional breaks to smoke. To ensure all employees are treated consistently if you wish to smoke you must do so in your own time (official breaks), or this time away from the office should be added to the hours you work at the end of the day
- 39.4 If you fail to comply with this policy you will be subject to disciplinary action under the Company's disciplinary procedure. Failure to follow the legal requirements, which this policy implements, is a criminal offence and may result in a fixed penalty fine.

40. **ENVIRONMENTAL POLICY**

- 40.1 Lavender International will strive to maintain standards which meet the requirements of relevant environmental legislation. In particular, we will aim to prevent pollution by maintaining our DUTY OF CARE ON WASTE DISPOSAL.
- 40.2 All members of staff are encouraged to seek opportunities to continually improve the environmental performance, paying special attention to:-
 - 48.2.1 Identifying its significant environmental aspects and put in place control measures to mitigate their effects
 - 48.2.2 Minimising the environmental impacts of its activities, prevent pollution and continually improve its environmental performance
 - 48.2.3 Promoting sustainable development by conserving energy, materials and resources, minimising consumption, maximising efficiency and effectively managing wastes.
 - 48.2.4 Providing necessary training for operations aimed at reducing waste.
 - 48.2.5 Managing our supply chain to encourage suppliers to demonstrate consideration for the environment and minimise the use of materials, energy or processes which may be harmful to the environment.
 - 48.2.6 Implementing site specific Health, Safety and Environmental assessments where necessary.
 - 48.2.7 Including environmental issues in regular reports which will review our performance and make recommendations for future environmental developments.
 - 48.2.8 Setting objectives and targets to monitor environmental performance at the management review meeting.

41. STAFF CODE OF PRACTICE POLICY

- 41.1 To respect confidential information concerning our clients' business and not to disclose or permit the disclosure of, or use to our advantage, any such information without our clients' prior permission.
- 41.2 To undertake diligently, impartially and honestly, the work of any project and to ensure at all times a highly professional standard of work.
- 41.3 To accept only those projects which we are qualified and able to carry out and, should associates or sub-contractors be engaged to assist with a project, to use every endeavour to ensure their qualifications and experience are appropriate to undertake the work.
- 41.4 To disclose to our client any personal or financial interest or other significant circumstances which might influence the work in any way not stated or implied in the Project Proposal, in particular:-
 - 41.4.1 Any directorship or controlling interest in any organisation in competition with our client
 - 41.4.2 Any financial interests in goods or services recommended or supplied to our client
 - 41.4.3 Any personal relationship with any individual in our client's organisation
- 41.5 To provide our client with a clear, written proposal identifying the objectives, activities and costs (or cost basis) for the proposed project. In the event of subsequent material changes being required, to submit to the client, for his/her acceptance, a revised project proposal.
- 41.6 We accept full responsibility to maintain effective communications with our client and to supply appropriate, written reports and documentation, as defined in the project proposal.
- 41.7 To refrain from inviting any employee of a client to consider alternative employment.
- 41.8 Not to practise during a period when our judgement is, or might be, impaired through any cause.
- 41.9 Where funding is available, to abide by the conditions of any funding body, including those for collecting our client's contribution of the cost.

42. **ALCOHOL & DRUGS POLICY**

- 42.1 If a member of Lavender Staff attends for work in a state which may compromise his/her own safety and others then the Directors will fully investigate the situation and it will be considered gross misconduct.

When working on site if a member of staff fails a drug and alcohol test then all aspects of the incident will be fully investigated and dismissal from the Company will be an option.

43. **STRESS POLICY**

43.1 Introduction

43.1.1 Lavender International recognises that Stress can have a debilitating effect on both individuals and the company in general. Stress can be attributed to a conjunction of social, political, economic and global factors. Lavender International acknowledges that these factors can include the intensification of work pressure and work load.

43.1.2 Lavender International also acknowledges that it has a responsibility as an employer to reduce stress for its staff in the work environment.

43.1.3 Lavender International believes that effective management of stress at work requires a corporate approach as well as the promotion of individual coping strategies. An appropriate level of stress or pressure can be stimulating, healthy and desirable. It is when the perceived level of pressure becomes sub-optimal that human dysfunctionality can occur.

43.2 Applicability

43.2.1 This Policy applies to all employees and directors. Lavender International will endeavour to ensure that other people who work at the company, e.g. students, temporary staff and contractors are afforded similar consideration.

43.3 STRESS – AN OVERVIEW

43.3 Potential Sources of Stress/Organisational stressors

- 43.3.1 work overload or underload - repetitive unrewarding work
- 43.3.2 poor job design – ergonomically or environmentally
- 43.3.3 role ambiguity or conflict
- 43.3.4 poor quality of relationships horizontally or vertically
- 43.3.5 responsibility for people or achieving targets
- 43.3.6 organisational change
- 43.3.7 being subject to bullying or harassment
- 43.3.8 pay, conditions and job insecurity

43.4 **Personal stressors**

- 43.4.1 unhealthy eating, sleeping or exercise
- 43.4.2 general health
- 43.4.3 family and social relationships
- 43.4.4 significant life events
- 43.4.5 conflicting personal and organisational events

43.5 **Wider environmental stressors**

- 43.5.1 general economic situation
- 43.5.2 social change
- 43.5.3 pace of technological change

43.6 **Potential implications of stress**

- 43.6.1 People's reactions to stress are phased through alarm 'fight or flight', resistance and exhaustion. Harmful pressure or distress manifests itself in a wide range of psychological, physiological and behavioural consequences.

43.7 **Psychological implications include**

- 43.7.1 anxiety, irritability, frustration and depression
- 43.7.2 inability to concentrate, procrastination, decision paralysis, inaccurate recall and feelings of unreality
- 43.7.3 job dissatisfaction, suppressed motivation
- 43.7.4 disturbed sleep patterns

43.8 **Physiological implications include**

- 43.8.1 muscular tension, headaches and palpitations
- 43.8.2 heart disease and high blood pressure
- 43.8.3 digestive problems and irritable bowel
- 43.8.4 increased susceptibility to colds, influenza and respiratory infection

43.9 **Behavioural implications include**

- 43.9.1 sub-optimum performance and productivity
- 43.9.2 higher levels of absence, labour turnover, accident rates and time keeping
- 43.9.3 tobacco, alcohol, caffeine and other substance abuse
- 43.9.4 negative personal appearance and hygiene changes
- 43.9.5 weight loss or gain
- 43.9.6 less effective personal and professional relationships

44. **COMPANY POLICY**

44.1 **This Policy**

- 44.1.1 is designed to help employees identify stress as a problem and to seek help
- 44.1.2 recognises that stress is an illness to be treated in the same way as any other illness
- 44.1.3 there is no stigma associated with an admission of being a stress sufferer
- 44.1.4 Lavender International recognises that staff may suffer from stress brought on by work or external factors and that stress can have a detrimental effect on the efficient running of the company.

44.2 **Strategy to Combat Stress**

Lavender International will support staff to reduce individual vulnerabilities including:

- 44.2.1 providing a peer group support network
- 44.2.2 provide information on counselling services
- 44.2.3 encouragement of healthy habits – diet, sleep and exercise
- 44.2.4 development of coping techniques-assertiveness, time management
- 44.2.5 the development of skills, knowledge and competencies inline with job demands

44.3 **Lavender International will endeavour to assist stress sufferers by:**

- 44.3.1 workload rebalancing, role clarification and job redesign, evaluating communications and change processes, value intrinsic and extrinsic rewards, evaluate management and supervisory processes, provide training and development opportunities to enhance job skills.
- 44.3.2 Recognise the need to support staff on sickness absence to return to work in a sympathetic manner.
- 44.3.3 Evaluate the physical working environment, educate managers and directors to recognise and respond to stress.

44.4 Lavender International reaffirms its commitment to help staff suffering from distress at the work place and will attempt to assist staff where stress is work related. In non-work related incidences, Lavender International will endeavour to support staff where possible.

45. **BAD WEATHER POLICY**

- 45.5.1 Lavender International acknowledges that employees may occasionally have problems travelling to and from work due to bad weather conditions. Whilst the Company is committed to protecting the health and safety of its employees, it must also ensure that its business is not unduly disrupted by external factors. This policy therefore sets out your duty to attend work during bad weather conditions and the relevant procedures you must follow.
- 45.5.2 It is acknowledged that individual circumstances will vary greatly and therefore it is unlikely that this policy will cover all eventualities. Management discretion may be necessary if there are exceptional circumstances.
- 45.5.3 If there are extreme weather conditions you are expected to make every reasonable effort to get to work, adapting your means of travel if necessary,

i.e. if you normally drive to work you might have to take public transport, even though this means you will arrive late.

45.5.4 If you are unable to attend work because of the weather conditions, you must notify your manager within one hour of your usual start time. Please note that failure to notify an appropriate manager that you are unable to attend work would count as unauthorised absence and therefore be unpaid and may be subject to disciplinary action. Where you cannot attend work due to bad weather, at the Company's discretion, you may be required or permitted to:

45.5.4.1 Make up the time at a later date

45.5.4.2 Take any absence from work as part of your annual leave entitlement

45.5.4.3 Take the absence as unpaid leave

45.5.4.4 Receive full pay

45.5.4.5 Work from home or at another site

45.5.4.6 Take unpaid leave in line with the Time off for Dependents Policy

45.5.5 The Company will base its decision on your individual circumstances, e.g. the distance from your home to your place of work, your mode of transport and how viable it is for you to work from home, and on the needs of the Company.

45.5.6 If you arrive late because of the bad weather you will not normally be expected to make up time lost. Likewise, if you wish to leave work early because of the weather you should consult with your manager. In the case of worsening or particularly hazardous conditions, you should be able to leave work earlier than usual without having to make up any time lost.

Normally, all staff that attend work during such hazardous conditions, but work a shorter day than normal because of the weather, will be granted their standard day.

45.5.7 If the premises are closed and there is no work available for you as a result, you will receive your normal salary.

45.5.8 The nature of this policy is to cater for initial emergency situations. However, it is recognised that in some instances bad weather may continue and other services may be affected. In this situation other policies may need to be referred to – i.e. if schools are closed and you need to take time off to arrange alternative care for your child the Time off for Dependents Policy may be applicable. You should discuss your individual situation with your manager.

45.5.9 If bad weather prevents you from returning to work from a holiday destination you should make contact with your manager at your earliest opportunity to let him/her know that your return to work is delayed and when your likely return date will be. On your return to work your manager will discuss with you how this leave can be best managed, i.e. short term unpaid leave.

45.5.10 Anyone not attending work when they could reasonably attend may be subject to disciplinary action for unauthorised leave.

46. **DRIVERS OF COMPANY VEHICLES POLICY**

46.1 It is the responsibility of the driver to keep their company vehicle in a clean and tidy condition and to ensure that the vehicle is well maintained, e.g. keep the oil and water topped up, check tyre pressures and ensure the MOT is up to date.

- 46.2 Each car owner has a responsibility to act within the rules and regulations associated with the Highway Code and Road Traffic Act and the requirements of the insurance policy.
- 46.3 Any non-Lavender staff driver must receive approval to drive from SJL and the driver's licence presented for review and filing.
- 46.4 If a driver has any incident whilst driving a Lavender vehicle it must be reported to SJL.
- 46.5 If a driver is injured in any way which may affect his ability to drive he should report this to SJL who will make a decision on how to proceed.
- 46.6 If a driver is disqualified from driving having been under the influence of alcohol or drugs or for any other reason, this matter shall be discussed by the Board of Directors, and an option for dismissal would be considered. Where disqualified by virtue of acquiring points for speeding only the driver will be given the option of making arrangements to be driven in such a manner as not to affect his/her normal work routine at his/her own cost.
- 46.7 Any driver receiving a driving related fine, e.g. for parking, speeding etc., will be responsible for paying that fine him/herself and must report this to SJL.

Appendix 1	List of Company Car Owners
Appendix 2	Endorsements and Penalty Points
Appendix 3	List of Company Vehicles
Appendix 4	Driver's Handbook

47. **VISION TESTS**

- 47.1 Technical employees are required to have an annual near vision acuity test.
- 47.2 Those employees that do not meet this requirement will need to have a sight test by an optician and purchase a pair of glasses.
- 47.3 Lavender International recognises that this is a requirement for the employee to carry out their role, and will therefore fund a sight test and offer a £120 contribution towards a pair of glasses, necessary for an employee to carry out their role within the company.
- 47.4 It is expected that a sight test, and therefore any replacement glasses, would be carried out every two years.
- 47.5 All other staff that use a VDU for more than 4 hours a day should have a sight test every 2 years which will be reimbursed by the Company, and will be able to claim £120 towards the cost of a pair of glasses or contact lenses.
- 47.6 Non technical staff members are responsible for making their own sight test arrangements

48. **WORKING AWAY FROM HOME POLICY**

1. LIEU DAYS

If you travel or work on a day when you would normally be at work the time will be reimbursed in either of the following ways:

- a. Lieu hours/days, or
- b. Pay in lieu

You will only be reimbursed for Saturdays and Sundays if you actually work or travel on those days.

NOTE: A working day is considered to be between the hours of 8am and 5pm.

2. TRAVEL AND SUBSISTENCE EXPENCES

The rules on this are governed by the HMRC. The general rule is as follows:

- a. If working in the UK you will receive:
 - £5 cash per night (tax free, in your salary)
 - £30 per night (in your salary, and taxed)
 - Accommodation costs reimbursed
- b. If working abroad you will receive:
 - £5 cash per night (tax free, in your salary)
 - £30 per night (in your salary, and taxed)
 - A per diem appropriate to the venue/city in accordance with the HMRC Worldwide Subsistence Rates document which is published annually, as follows:
 - Over 5 hours – rate as per HMRC
 - Over 10 hours – rate as per HMRC
 - 24 hours – rate plus room rate as per HMRC

3. DEDUCTIBLE SUBSISTENCE EXPENCES

Your accommodation and subsistence when staying away from home overnight on business are not taxed. Allowable expenses can include the cost of a meal, the cost of a reasonable level of refreshment's (both alcoholic and non-alcoholic) with the meal and refreshments such as tea, coffee and soft drinks taken between meals. You should pay for alcoholic drinks yourself if they are not taken with a meal.

The following items are classed as personal expenditure and you must pay for them yourself:

- Laundry
- Private calls from a landline
- Newspapers

These are claimable against personal tax via your tax returns form.