



**Employee Handbook  
(V1 201)**

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## **1 Introduction**

Source Group is the UK's leading Technical Recruitment Specialist. By providing a fresh and open approach to pan industry technical recruitment, our specialised teams are able to provide the highest level of consultancy in delivering technical recruitment solutions.

The Company's collaborative and consultative approach includes aligning with the client's strategic priorities and reflecting their business imperatives. With our dedicated team of knowledgeable and experienced people we understand the client needs, we understand the language and the challenges and we understand how to deliver the best service for our clients.

The success of any organisation and that of its employees depends very largely on the employees themselves and so Source Group looks to its employees to play their part.

The Company provide equal opportunities and are committed to the principle of equality regardless of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability. Source Group will apply employment policies that are fair, equitable and consistent with the skills and abilities of our employees and the needs of the business. Source Group look to the support of their employees in implementing these policies to ensure that all employees are afforded equal opportunities in relation to recruitment, training, and promotion.

The Company welcomes all of its employees and express the hope that they will be happy in our team. Source Group asks that all of its employees study carefully the contents of this employee handbook as, in addition to setting out the rules and regulations, it also contains a great deal of helpful information.

This handbook contains extensive information about the Source Group policies and procedures which do not form part of your terms and conditions of employment, but which are management rules that may be changed from time to time.

### **1.1 Changes to contents of staff handbook**

The Company reserves the absolute right to review, revise, amend or replace the contents of this handbook, and introduce new policies and procedures from time to time to reflect the changing needs of the business and to comply with legislation. A copy is provided to all new employees on commencement of their employment, but it will be subject to changes made since that date. Replacement copies are available from the HR administrator.

You should keep yourself up to date with any changes which will generally be communicated by e-mail and will be updated on Simply Personnel. Communication will also be made during briefings and team meetings.

## **2 Joining Our Organisation**

### **2.1 Employee training and development**

When you join Source Group you will receive a Company induction and training for your specific role. You will be provided with opportunities for further training as particular needs are identified.

### **2.2 Performance and review**

During your employment with the Company your performance will be monitored on an on-going basis to help identify particular strengths and also to recognise any possible weaknesses.

### **2.3 Job flexibility**

It is expected from our employees whenever necessary to transfer to alternative departments or duties within the business. During busy periods and during holidays it may be necessary to take over some duties normally performed by your colleagues. This flexibility is essential to allow the Company to operate efficiently. You will only be required to undertake alternative tasks for which you are qualified or competent to perform.

## **2.4 Office hours**

Although the job role may allow or require a degree of flexibility with regards to hours of work, core office hours are 9.00am-5.30pm with a one hour unpaid lunch break each day and you are required to attend during these hours, unless otherwise stated in your SMT.

## **2.5 Breaks**

The Company's standards of customer care are very high. It is each employee's responsibility to ensure that each department is appropriately staffed at all times and to time lunch breaks, so colleagues are not inconvenienced or the business compromised. Apart from lunch, no formal breaks are recognised. You may consume cold food and drink at your desk or designated refreshment areas however the consumption of hot and/or strong smelling food should only be eaten in the staff kitchen. You must not eat whilst walking about the office. Please dispose of chewing gum carefully – it is impossible to remove from clothing and carpets.

## **2.6 Mobility**

Although you are employed to work at Source Group, Beech House, 10 – 12 Temple End, High Wycombe, Bucks HP13 5DR; it is a condition of your employment that you are prepared, whenever applicable to travel to any of our client sites throughout the UK, for which you will be reimbursed expenses as defined in the expenses policy.

# **3 Salaries and Benefits**

## **3.1 Payment**

Salaries are paid in twelve equal instalments and net salaries are paid on the last working day of each month. You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made e.g. Income Tax, National Insurance, student loans etc. Any queries about your pay should be raised with The HR Administrator.

## **3.2 Overpayments**

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made to recover the overpayment over a longer period.

## **3.3 Overtime & time off in-lieu**

All employees are paid a regular salary. In consideration of this you will work the hours necessary to fully discharge your duties and achieve the expected results subject to attending during the minimum contracted hours. It is the Company's policy not to pay overtime (additional sums for attendance or work done outside those minimum contracted hours) unless in exceptional circumstances and agreed in advance by the Managing Director. Correspondingly the Company does not grant time off in-lieu for extra hours worked, unless under exceptional circumstances and agreed in advance by the Managing Director. Any requests for TOIL must be authorised in advance and a Leave Request Form must be completed via Simply Personnel.

## **3.4 Salary advances and loans**

Our policy is not to allow loans of any sort to employees. This matches HMRC requirements. Source Group is not a bank and we are not staffed, qualified or equipped to handle the work involved in assessing/granting loans and their repayment. The time involved in such transactions is considerable and is often worth more than the sum requested. There could also be income tax implications (benefits-in-kind P11D reports must carry details of all employee benefits including preferential loans).

## **3.5 Income Tax and National Insurance**

At the end of each tax year you will be given a P60 showing the total payment received from the Company during that year and the amount of deductions for National Insurance and Income Tax. You will also if relevant be given



a form P11D showing non-salary benefits. You must retain these documents as you may need to produce them in your dealings with HMRC and other government departments, or if completing a self-assessment tax return.

## **4 Source Group Employee Benefits**

Those benefits detailed in sections 4.1 & 4.2 are only available after you have successfully completed your probationary period.

This is a guide only to the benefits and is not to be taken as absolute. The conditions of each of the policies and those decisions of the insurance companies prevail. The Company does not accept any liability for actions or decisions taken by these insurance companies. Insurance companies may change their policies from time to time and it is the responsibility of the employee to familiarise themselves with the terms and conditions of those policies. These benefits are discretionary and non-contractual and as such may be subject to withdrawal or amendment by Source Group at any time. The Company reserves the right to take out cover with alternative providers and any new scheme may not give equivalent or comparable cover as the current scheme.

### **4.1 Group Life Assurance**

Following successful completion of the probationary period, the Company will provide you with life assurance which in the event of your death while employed by the Company your estate will receive four times your annual basic salary as a lump sum. You will be asked to nominate a beneficiary for this, otherwise it will be paid to your estate as decided by your Will or probate. If you nominate a beneficiary, it will be paid tax free. For this reason, you should complete the *Expression of Wish Form* and return it to the HR Administrator to be retained for the trustees. The payment of the benefit to your beneficiary may be at the discretion of the trustees. This benefit is paid by the company and is not a taxable benefit.

### **4.2 Annual Leave**

Your annual holiday entitlement is set out in your SMT. The holiday year runs from 1<sup>st</sup> January – 31<sup>st</sup> December. You are entitled to 23 days paid holiday in the first year (unless stated otherwise in your contract of employment), however this will rise by one day for each completed year of service to a maximum of 28 days. In addition, you will be entitled to eight Bank Holidays per annum. Part time staff will receive a proportion of this entitlement based on the number of hours/days worked. Please refer to the Annual Leave policy for full details of rules relating to holidays.

### **4.3 Childcare Vouchers**

The Company operates a childcare voucher scheme with 'kiddivouchers' which is available to all employees with children up to the age of 15. The vouchers can be used to pay for all OFSTED registered after school clubs, nurseries, child-minders and holiday clubs. This is a salary sacrifice scheme which results in National Insurance and tax savings for you. Further details are available from the HR Administrator or at [www.kiddivouchers.co.uk](http://www.kiddivouchers.co.uk)

### **4.4 Other benefits**

There is a kitchen on the ground floor of the building equipped with a dishwasher, fridge, , toaster, panini maker, microwave and kettle. We provide a selection of hot and cold beverages for you. It is the responsibility of each and every one of us to tidy up after using the kitchen facilities.

We reserve the right to offer other benefits from time to time and to withdraw benefits at our discretion giving reasonable notice.

## **5 Equal Opportunities**

### **5.1 Equal Opportunities and dignity at work**

1. The Company recognises that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and if appropriate disciplinary action.
2. The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex and sexual orientation.
3. The policy will be made available to all employees and contractors working on our behalf.
4. The policy will be implemented in accordance with the Equality Act 2010 and full account will be taken of any relevant Codes of Practice.
5. The Company will maintain a neutral working environment in which no employee feels under threat or intimidated.

#### **5.1.1 Recruitment and Selection**

The recruitment and selection process is crucially important to any equal opportunities policy. The Company will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously in making these decisions.

1. Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall principles of this policy.
2. Job descriptions, where used will be revised to ensure they are in line with this policy and job requirements will be reflected accurately in person specifications.
3. The Company will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
4. We will not confine recruitment to areas or media sources which provide only or mainly applicants of a particular group.
5. All applicants will receive fair treatment and will be considered solely on their ability to do the job.
6. All employees involved in the recruitment process will periodically review their selection criteria to ensure they are related to the job requirements.
7. Short listing and interviewing will be carried out by more than one person where possible.
8. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
9. Selection decisions will not be influenced by any perceived prejudices of other staff.

#### **5.1.2 Training and Promotion**

1. All managers will receive training in the application of this policy.
2. All opportunities to attend training courses will be in line with this policy
3. All employees will be considered for promotion or alternative positions with the Company in accordance with the policy.

#### **5.1.3 Monitoring the Policy**

The Company will maintain and review employment records of all employees to ensure the policy is being implemented.

Monitoring may involve the following:-

1. The collection and classification of information regarding the race in terms of ethnic/national origin and the sex of all applicants and current employees.

2. The examination by ethnic/national origin and sex of the distribution of employees and the success rate of applicants
3. Recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunity to all applicants and staff.

#### **5.1.4 Harassment and Bullying**

Bullying is offensive or intimidating behaviour or an abuse or misuse of power which undermines or humiliates an employee.

Harassment occurs where, on the ground of an employee's race, colour, ethnic origin, nationality, national origin, religion or religious or philosophical belief, sexual orientation, gender reassignment, age, marital or civil partnership status or disability, a person engages in unwanted conduct.

Sexual harassment (as opposed to harassment related to gender) occurs where a person engages in any form of unwanted conduct of a sexual nature that:

- has the purpose of violating the employee's dignity at work, or of creating an intimidating, hostile, degrading, humiliating or offensive work environment for the employee; or
- is reasonably considered by the employee to have the effect of violating his or her dignity at work, or of creating an intimidating, hostile, degrading, humiliating or offensive work environment for the employee, even if this effect was not intended by the person responsible for the conduct.

Conduct may be harassment whether or not the person intended to offend. Something intended as a "joke" or as "office banter" may offend another person. This is because different employees find different levels of behaviour acceptable and everyone has the right to decide for themselves what behaviour they find acceptable to them.

Behaviour which a reasonable person would realise would be likely to offend an employee will always constitute harassment without the need for the employee having to make it clear that such behaviour is unacceptable, for example, touching someone in a sexual way. With other forms of behaviour, it may not always be clear in advance that it will offend a particular employee, for example, office banter and jokes. In these cases, the behaviour will constitute harassment if the conduct continues after the employee has made it clear, by words or conduct, that such behaviour is unacceptable to him or her. A single incident can amount to harassment if it is sufficiently serious.

Harassment also occurs where, on the ground of the employee's rejection of or submission to unwanted conduct of the kind specified above, a person treats the employee less favourably than he or she would treat him or her had he or she not rejected, or submitted to, the unwanted conduct.

Bullying and harassment may be verbal, non-verbal, written or physical. Examples of unacceptable behaviour include, but are not limited to, the following:

1. unwelcome sexual advances, requests for sexual favours, other conduct of a sexual nature
2. subjection to obscene or other sexually suggestive or racist comments or gestures
3. the offer of rewards for going along with sexual advances or threats for rejecting sexual advances
4. jokes or pictures of a sexual or racial nature

5. demeaning comments about an employee's appearance
6. questions about a person's sex life
7. the use of nick names related to an employee's sex, sexual orientation, gender reassignment, race, religion, age or disability
8. picking on or ridiculing an employee
9. isolating an employee or excluding him or her from social activities or relevant work-related matters.

## **5.2 Reporting complaints**

All allegations of discrimination or harassment will be dealt with seriously, confidentially and speedily. The Company will not ignore or treat lightly grievances or complaints of discrimination or harassment from members of a particular race, colour, ethnic origin, nationality, national origin, religion or religious or philosophical belief, sex, sexual orientation or age or from employees who have undergone gender reassignment, are married, have entered into a civil partnership or have a disability.

With cases of harassment, while the Company encourages employees who believe they are being harassed to notify the offender (by words or by conduct) that his or her behaviour is unwelcome, the Company also recognises that actual or perceived power and status disparities may make such confrontation impractical.

If you wish to make a complaint of discrimination or harassment, whether against the Company, a fellow employee or a third party, you should follow the following steps:

1. First of all, report the incident of discrimination or harassment to your line manager. If you do not wish to speak to your line manager, you can instead speak to an alternative manager or to the HR Administrator.
2. Such reports should be made promptly so that investigation may proceed and any action taken expeditiously.
3. All allegations of discrimination or harassment will be taken seriously. The allegation will be promptly investigated and, as part of the investigatory process, you will be interviewed and asked to provide a written witness statement setting out the details of your complaint. Confidentiality will be maintained during the investigatory process to the extent that this is practical and appropriate in the circumstances. However, in order to effectively investigate an allegation, the Company must be able to determine the scope of the investigation and the individuals who should be informed of or interviewed about the allegation. For example, the identity of the complainant and the nature of the allegations must be revealed to the alleged harasser or discriminator so that he or she is able to fairly respond to the allegations. The Company reserves the right to arrange for another manager to conduct the investigation other than the manager with whom you raised the matter.
4. Once the investigation has been completed, you will be informed in writing of the outcome and the Company's conclusions and decision as soon as possible. The Company is committed to taking appropriate action with respect to all complaints of discrimination or harassment which are upheld.
5. You will not be penalised for raising a complaint, even if it is not upheld, unless your complaint was untrue and made in bad faith.
6. If your complaint is upheld and the harasser or discriminator remains in the Company's employment, the Company will take all reasonable steps to ensure that you do not have to continue working alongside him or her if you do not wish to do so. The Company will discuss the options with you.
7. If your complaint is not upheld, arrangements will be made for you and the alleged harasser or discriminator to continue or resume working and to repair working relationships.

Alternatively, you may, if you wish, use the Company's grievance procedure to make a complaint.

Any employee who is found to have discriminated against or harassed another employee in violation of this

policy will be subject to disciplinary action under the Company's disciplinary procedure. Such behaviour may be treated as gross misconduct and could render the employee liable to summary dismissal. In addition, line managers who had knowledge that such discrimination or harassment had occurred in their departments but who had taken no action to eliminate it will also be subject to disciplinary action under the Company's disciplinary procedure.

## **6 Performance review**

You will take part in an annual performance review with your line manager, with the exception of Sales Staff who will be subject to a bi-annual performance review. The purpose of the meeting is to discuss your performance, conduct and achievements during the previous year and to define performance objectives and training and career development needs for the future.

The outcome of the meeting should be a clear action plan for both you and your manager in order to enable you to achieve your full potential in your role and to gain maximum job satisfaction. In turn, this will contribute towards the Company's success.

Following the review session, your manager will complete a performance review form as a record of the discussion that took place. This will also ensure that any agreed action points can be followed up in a timely manner. You will then be asked to add your own comments to the form and to sign it to acknowledge that the various comments and action points contained therein have been discussed. If you are in substantial disagreement with the contents of the appraisal, you should record your viewpoint in the relevant section on the form.

Once the review process has been completed, a copy of the completed review form will be given to you for your own safekeeping and the original will be stored in confidence in your personnel file. The review form (incorporating the action plan) must be viewed as a working document and should be continually referred to by both you and your manager throughout the year.

If you feel that your performance review was unfair you may make a request for your appraisal to be reviewed.

## **7 Car Allowances/Driving**

### **7.1 Car Allowance**

The Company does not ordinarily provide company vehicles to its employees, unless specified in their SMT. If you require a vehicle to perform your duties you will either be paid a monthly car allowance or a vehicle provided for you. The value of the allowance is dependent on your role and job grade. The car allowance shall contribute towards the business element of the expenses (except fuel) that are incurred in the purchase or lease of a suitable vehicle and the on-going costs of maintaining, running, taxing and insuring the vehicle. All car allowances are paid on the due date for payment of salary.

If you receive a car allowance you must ensure you have business cover on your car insurance policy.

### **7.2 Vehicle Maintenance**

You are responsible for ensuring that your car is available at all times during normal working hours for use in the course of business, and that it must be safe, roadworthy and legal at all times. You will be liable for items such as endorsements for worn tyres, all speeding fines, parking tickets, de-clamping fees, empty windscreen washers, missing tax discs etc.

This is not a definitive or comprehensive list, but you must check the following regularly;

Oil and water, tyres (pressure, damage and wear), washer fluid, wiper blades, tax disc, lights, horn,

service intervals, antifreeze, mirrors, seat belts and insurance.

You must never drive the vehicle if you are disqualified or it is not legal or safe, if this is the case you must inform your manager as to the reasons why. Failure to provide a suitable car will result in the car allowance being withdrawn. Upon request, you must provide your full driving licence for inspection. If at any time you are disqualified from driving, the car allowance will be withdrawn for the period of the disqualification.

### **7.3 Records**

You may be required to provide a copy of the following documents on an annual basis, Driving Licence, Insurance Certificate, MOT Certificate, Service Schedule, Tax Disc.

You must keep a record of every business trip. You will be responsible for any Income Tax liability as assessed by HM Revenue & Customs in respect of the car allowance and mileage payments. You may be able to claim tax relief on your business mileage for further details please visit [www.HMRC.gov.uk](http://www.HMRC.gov.uk)

### **7.4 Mobile Phones and driving**

You are completely prohibited from using a hand-held mobile phone or similar hand-held electronic device whilst driving as part of your job duties, whether this is to make or receive telephone calls, send or read text or image/picture messages, send or receive facsimiles or to access the Internet or e-mail. If you are discovered contravening this rule, you will face serious action under the Company's disciplinary procedure. In view of the potential health and safety implications, it may also constitute gross misconduct and could render you liable to summary dismissal. A person is regarded as "driving" for the purposes of the law if the engine is running, even if your vehicle is stationary. This means you must not use a hand-held phone at traffic lights, during traffic jams or at other times when the engine is still running. A hands-free phone is one that does not require the user to hold it at any point during the course of its operation. A mobile phone that is attached to fixed speakers and does not require the user to hold it whilst in use (for example, because it is stored in a cradle) would be covered, as would a hands-free mobile phone with voice activation. If the phone needs to be held in the user's hand at some point during its operation, for example to dial the number or to end the call, it is not hands-free. If you need to make or receive a call whilst driving on Company business and you have the appropriate hands-free equipment, these calls should nevertheless be limited to essential calls and only when it is legal and safe to do so.

Should you be required for whatever reason to use your own vehicle for business purposes and you are not eligible for a car allowance then the above still applies.

## **8 Holidays**

The following guidelines apply:

1. Your paid annual leave entitlement is set out in your Statement of Main Terms of Employment.
2. It is the Company's policy to encourage you to take all of your holiday entitlement in the current holiday year. Holiday entitlement not used by the correct date will normally be lost and under no circumstances will payment be made in lieu for these days.
3. All requests for annual leave must be submitted on the Simply Personnel HR system which will then be sent for approval to your line manager. You must not book holidays until your request has been formally authorised. The Company will try to co-operate with your holiday plans where possible, but this is always subject to the requirements of the Company's business and to adequate staffing levels being maintained at all times. Holiday requests will be approved on a first come, first served basis. In case of a dispute we will look at when the request was authorised on the system.
4. Holidays are not normally allowed during the first three months of employment to allow initial familiarisation and training to proceed without interruption. Any holidays already booked will be

honoured and should be discussed with your manager before employment commences.

5. You may not normally take more than two weeks consecutively unless agreed otherwise. You should have the benefit of at least one whole week's holiday during the year.
6. You may not take all your holiday as odd days and you should spread your holiday throughout the year. The shortest holiday you may take is half a day.
7. All holidays must be taken at times agreed by your line manager and with at least twice the number of days' notice as you wish to take e.g. for one week off, two weeks' notice is required. Taking sudden odd days is discouraged, as it's difficult to plan.
8. If you join or leave the Company part way through a holiday year, you will receive holiday entitlement pro rata. This is calculated according to the number of calendar months actually worked in that holiday year. Part months are pro rata'ed and holiday entitlement is rounded up to the nearest half day.
9. On leaving, any balance of holidays would normally be paid in lieu. This is because your full notice period would be used for handover and to secure your successor. However, such entitlement may be taken as time off or as a payment in lieu at the Company's discretion. If holiday already taken exceeds your accrued entitlement on leaving, you must repay an amount equivalent to the number of days by which you have exceeded your entitlement. The Company reserves the right to deduct any such sum from your final salary payment.
10. The Company reserves the right to withhold any accrued holiday pay to which you may have become entitled should you fail to give proper notice of termination of your contract, fail to work your notice for whatever reason or in the case of summary dismissal by the Company for gross misconduct. This is on the grounds of breach of contract.
11. The Company may implement specific closure dates at the office, with due notice. You will be required to assign part of your holiday entitlement for that purpose. For example, if the business closed between Christmas and New Year, you would be required to take those days from your paid holiday entitlement. If you have not accrued sufficient holiday to cover this period, employees will be given unpaid absence.
12. If you choose to and are allowed to work on Bank Holidays you may receive, on application, one day in lieu of each Bank Holiday worked subject to the Company's discretion. The Holiday Request must be so marked. Any such leave must be authorised in advance.
13. Should you be incapacitated for work due to sickness or injury during any period of pre-booked annual leave (whether in whole or in part) the Company may in its absolute discretion reimburse the period of annual leave entitlement lost due to incapacity. You have no contractual right to reimbursement and, before considering whether reimbursement is appropriate in the circumstances, you must deliver to the Company a relevant medical certificate covering the period of incapacity. Reimbursement will only be considered where you fell seriously ill or you sustained a serious injury.

## **9 Sickness Absence**

### **9.1 Notification of incapacity for work**

If you are unable to attend for work due to illness or for any other reason you must inform your line manager by telephone on the first day of incapacity by 8.30am at the latest (or within half an hour of your normal start time if different). Notification must be made in person unless there are extreme circumstances in which case a relative can contact on your behalf. **It is not acceptable to notify the Company of your absence by text message or via voicemail.** Verbal contact must be made so that you can make your manager aware of any information required for the day, appointments etc. You must notify your line manager of your anticipated date of return and maintain on-going contact during any period of absence.

If incapacity extends for more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed. A Sickness Form will be required to be completed after each and every period of absence.

## **9.2 Evidence of Incapacity**

Doctor's certificates (Statement of Fitness for Work or SFW) are not issued for short term absences. In cases of sickness absence up to seven calendar days (including weekends) you must submit a Sickness Absence Self-Certification form via the Simply Personnel system. Any absence not supported by a self-certification form could be paid at the Statutory Sick Pay rate only. These forms will be retained on your personnel file. The provision of false information is fraud and could constitute Gross misconduct in accordance with the Company Disciplinary Procedure.

If you are absent from work due to sickness or injury, which continues for more than seven days (including weekends) you must provide the Company with a Statement of Fitness for Work (SFW) (from your doctor or hospital) by the eighth day after the sickness or injury began. Thereafter SFW's must be provided to the Company to cover any continued absence. Depending on the nature of the illness a GP is now able to recommend a phased return to work, amended duties or altered hours, this advice is not binding but will be considered by the company in consultation with yourself.

If you habitually take odd days off sick without obtaining SFW's or who take days off sick adjacent to Bank Holidays, weekends or annual holidays will be interviewed by your manager (return to work interview). Where deemed appropriate, you may be asked to attend a medical examination.

If you take sick leave after being advised of a disciplinary hearing you must obtain a SFW from your GP and may subject yourself to a second opinion from the Company's medical adviser. CSP (see below) is not payable in these circumstances.

In the event that there is sickness absence following any of the aforementioned circumstances, the company would may require evidence to your GP to confirm that you are unable to attend work for all absences irrespective of the length.

If you indicate that you are not well enough to attend a meeting or hearing and send in a certificate or GP's letter certifying this to be the case the Company will endeavour (encourage that the process is continued) continue with the relevant process

In such cases you will be offered a choice of options with regard to the meeting or hearing:

- a. upon satisfactory evidence we will postpone the meeting or hearing once;
- b. you may send in written representations;
- c. you may send a representative in your place;
- d. you may opt for a combination of 2 and 3;
- e. we will hold the meeting away from site, at your home or somewhere neutral;
- f. we will hold the meeting and allow you to listen and speak by phone from your home.

## **9.3 Sick Pay: Statutory Sick Pay (SSP) Company Sick Pay (CSP)**

After satisfactory completion of your probationary period, and provided that you comply with the absence procedures outlined in 9.1 and 9.2 and depending on the circumstances the company may, at its absolute discretion pay you Company Sick Pay for up to five days in any one-year period (the year matches the Company holiday year). If you have more than 5 day's absence in a year the following applies;

1. Statutory Sick Pay (SSP) will be paid in accordance with legislation, SSP is currently paid from the 4th day of absence and therefore the first three days are unpaid.



2. Employees and managers must make this clear on Self Certification Forms.
3. The current rate of SSP is available on the HMRC website [www.hmrc.gov.uk](http://www.hmrc.gov.uk)
4. If you are absent from work for more than five days and you have complied with the absence reporting procedures Company Sick Pay (CSP) may be payable in some circumstances, at the discretion of a Director. (CSP tops SSP up to an agreed amount which cannot exceed the individual's normal daily basic rate of pay)

If you are absent for long periods of sickness or have been absent for short but persistent periods of sickness the Company reserves the right to request permission to contact your GP for a medical report. Source Group reserves the right to terminate employment on the grounds of ill health under the Capability Procedure.

Absence will be monitored on an on-going basis and the Company may conduct a return to work interview with you after each period of absence.

Reference Fit for Work scheme

## **10 Leaves of absence**

### **10.1 Notification of Leave**

Any period of absence from the business must be recorded and authorised by your manager using the Self Service Simply Personnel HR System. Depending on the nature of the leave there may be occasions where the leave will need to be approved retrospectively but the request must be submitted on every occasion.

### **10.2 Compassionate Leave**

Subject to your statutory right to time off to deal with a family emergency (see the section on Time Off for Dependents), if you suffer a bereavement or serious illness in your family or in a close relationship, compassionate leave must be approved by your line manager. All requests for compassionate leave will be considered on an individual basis.

In the event of the bereavement of a partner, child, parent, grandparent or sibling (or the same relatives of a partner) the Company may grant one extra days paid leave to enable you to attend the funeral. This is at the absolute discretion of the Company. No allowance can be made for long distances to be travelled.

There is no contractual or statutory entitlement to be paid for absences relating to compassionate leave. Any payment of salary during compassionate leave is made at the absolute discretion of the Company.

Subject to your statutory right to time off to deal with a family emergency, the Company expects you to use your paid annual leave entitlement for time off needed to care for sick relatives or friends.

### **10.3 Jury service and other public duties**

Should you be called up for jury service or required to attend court to give evidence as a witness, you must notify your manager as soon as reasonably practicable. Time off work will normally be granted in these circumstances. You will be required to provide a copy of the court summons to support your request for time off work.

You have no contractual or statutory right to be paid for time not worked due to jury service or other related public duties. Any payment of salary made by the Company during this period is done so in our absolute discretion and will be subject to the deduction of any monies received from the court in respect of loss of earnings. You must therefore submit a claim to the court for loss of earnings and claim the full allowance available to you.

If on any day on which you attend court you are told that your services are not required, you must then return to work and report to your manager before starting work.

#### **10.4 Medical appointments**

Appointments with doctors, dentists and other medical practitioners should, as far as reasonably practicable, be made outside of your normal hours of work or with the minimum disruption to the working day (i.e. made at the beginning or end of the working day).

Time off work to attend medical appointments must be authorised by your line manager in advance. In any event, unless there are exceptional circumstances, no more than two hours should be taken off work for any one appointment. You have no contractual or statutory right to be paid for absences relating to attendance at medical appointments. Any payment of salary during attendance at such appointments is made at the absolute discretion of the Company.

For the provisions on time off for ante-natal appointments please refer to the Company's maternity policy, for the provisions on time off to accompany a pregnant woman to ante-natal appointments please refer to the Company's paternity leave policy and for the provisions on time off to attend adoption appointments, please refer to the Company's adoption leave policy.

#### **10.5 Elective surgery**

Elective surgery is surgery that is not considered to be medically necessary, for example because it is concerned with the enhancement of appearance through surgical and medical techniques. It includes cosmetic surgery (such as breast implants and face-lifts) and other non-essential medical procedures such as laser eye treatment and vasectomies.

If you wish to take time off for elective surgery, you may use your existing paid annual leave entitlement, provided that you comply with the provisions relating to annual leave set out in your contract of employment. Any further time off is at the absolute discretion of the Company and will be unpaid leave.

#### **10.6 Fertility treatment**

Medical appointments in connection with the early stages of the fertility treatment process will be treated no less favourably than any other medical appointments and the section above on 'medical appointments' applies. If you wish to take additional time off for fertility treatment, you may use your existing paid annual leave entitlement. Any further time off is at the absolute discretion of the Company and will be unpaid leave.

#### **10.7 Membership of the reserved armed forces**

If you are a member of the reserved armed forces, you may use your paid annual leave entitlement to carry out your duties, provided you comply with the provisions relating to paid annual leave set out in your contract of employment and in the section on "Holidays". The Company expects you to use your paid annual leave first before applying for further time off.

Otherwise, any further time off relating to membership of the reserved armed forces will only be granted at the absolute discretion of the Company and you have no contractual or statutory right to be paid for this leave. Any payment of salary made by the Company in such circumstances is done so in its absolute discretion. If you wish to apply for this type of leave, you should apply in writing to your manager stating the period of leave requested and the reasons for it.

#### **10.8 Redundancy**

If you have two years' service and have been given notice of redundancy you have the right to reasonable time off to attend interviews or to attend redundancy counselling/workshops.

#### **10.9 Religious holidays**

The Company respects the right of employees to observe their religion. However, if religious holidays or events fall on normal working days or within working time they must be taken from your annual holiday entitlement or in your own time. Please give appropriate notice on a leave request or ask permission before leaving your workplace. It is accepted that some religions make it impossible to work the Company's normal working hours.

Candidates should consider this carefully before accepting an offer of employment with the Company. Once accepted, you agree to work normally.

#### **10.10 Special unpaid leave**

The Company may, in certain circumstances, consider requests for special unpaid leave, for example, for the purposes of education, family responsibilities or for important personal reasons. However, the Company expects you to use your paid annual leave first. Otherwise, any further time off for special reasons will only be granted at the absolute discretion of the Company and you have no contractual or statutory right to be paid for this leave. If you wish to apply for special leave, you should do so in writing to your line manager stating the period of leave requested and the reasons for it. Requests for special leave will be assessed on their individual merits and circumstances and must be authorised by a Director. Special leave is operated entirely at the discretion of the Company and it may be withdrawn at any time.

#### **10.11 Further Education/Study**

The Company supports the principle of further education which is relevant to the work for which the person is employed, and which is consistent with the needs of the business. If you are interested in further education and the possibility of receiving support for a relevant course or study, please talk first with your line manager. You will be expected to contribute to both the time and costs.

#### **10.12 Unauthorised absence**

Failure to return from leave and report for work on the due date of return without reasonable excuse is a disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure.

### **11 Severe Disruption Policy**

The Company acknowledges that employees may occasionally have problems travelling to and from work due to either severe weather conditions or major disruptions to public transport (for example, train strikes). 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 for work during severe weather conditions or where there are major disruptions to public transport and the relevant procedures you must follow.

#### **11.1 Duty to report for work**

It is your obligation to report for work regardless of the situation. You should therefore make every effort to attend work in all circumstances. When severe weather conditions occur or where there are major disruptions to public transport, you should take steps to obtain advice on the position from the appropriate external agencies and allow extra time for your journey, making alternative travel arrangements where appropriate. You will still be expected to attend work on time. Unjustified or unacceptable absence or lateness may give rise to disciplinary action under the Company's disciplinary procedure.

#### **11.2 Accepted absence or lateness**

If you are unable to attend work or are going to be delayed by the weather conditions or public transport disruptions, you should contact your line manager as soon as possible to discuss the position. If your line manager is unavailable, you should speak to an alternative manager.

Where the Company accepts that you have used your best endeavours to attend work but you have been unable to do so, or you are late because of the severe weather conditions or the major disruptions to public transport, your line manager will discuss the options with you. At the Company's discretion, you may be required or permitted to:

1. work from home or otherwise work remotely
2. make up the time at a later date

3. take any absence from work as part of your annual leave entitlement
4. take any absence from work as special unpaid leave (in this case, your pay will reduce accordingly to take account of the hours/days you have not worked)
5. be paid as if you had attended work on the day of absence

The Company may base its decision on your individual circumstances, for example 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.

### **11.3 Leaving work early**

If severe weather conditions or major disruptions to public transport occur during the working day which will cause problems for you in travelling home, your manager will decide whether to allow you to leave work early, and to make up the time at a later date if necessary.

### **11.4 Health and safety**

The Company is committed to protecting the health and safety of all its employees and this includes during severe weather conditions and where there are major disruptions to public transport and therefore the Company will aim to adopt a reasonable approach to the situation. You also have a duty to take reasonable care of your own health and safety and that of other persons who may be affected by your acts or omissions. This includes taking extra care when travelling to and from work in severe weather conditions and allowing more time for your journey, including making alternative travel arrangements where appropriate.

## **12 Statutory leave entitlements**

### **12.1 Adoption Leave/Pay**

The Company implements the adoption leave rights set out in legislation. This section sets out the Company's policy on adoption for employees adopting a child.

The Company recognises that, from time to time, employees may have a question or concern relating to their adoption rights. In this respect, it is our policy to encourage open discussion between you and your line manager to ensure that questions and problems can be aired and resolved as quickly as possible.

The adoption regulations are complex so you should clarify the relevant procedures with the Group HR Executive to ensure that they are followed correctly.

In order to qualify for the right to take adoption leave, you must be adopting a child through an approved adoption agency and you must have worked for the Company for a continuous period of 26 weeks calculated as at the week in which you are notified by the adoption agency of having been matched with the child for adoption. The 26 weeks qualifying service requirement does not, however, apply where the date of placement of the child for adoption is on or after 5 April 2015.

If you are jointly adopting a child with your spouse or partner or civil partner, only one of you will be entitled to take adoption leave. You can choose which adopter will take adoption leave. The other adoptive parent will normally be entitled to take paternity leave, provided they meet the relevant eligibility criteria (see the section on Paternity Leave and Pay).

The right to adoption leave is not available to step-parents who adopt their partner's child.

A foster parent may be eligible for adoption leave if they go on to adopt a child but only if the child that the employee fostered is then matched with them for adoption by a UK adoption agency (it does not include adoption via a court order) and the child is then actually placed with them for adoption.

Where the date of placement of the child for adoption is on or after 5 April 2015, prospective parents in the 'fostering for adoption' scheme will be entitled to take adoption leave.

The right to adoption leave is not currently available to an employee who becomes a parent through a surrogacy arrangement. However, the law is changing and where the expected week of childbirth is on or after 5 April 2015, an employee who has applied for a parental order under section 54 of the Human Fertilisation and Embryology Act 2008 in respect of a child, or who intends to apply for such an order, will be entitled to take adoption leave in respect of that child. An employee who intends to apply for an order may be required to provide statutory declarations as to eligibility to apply for a parental order and intention to apply for such an order. The other intended parent in the surrogacy arrangement may then be entitled to take paternity leave.

#### **12.1.1 Notification of adoption leave**

If you wish to take adoption leave, you must inform your line manager in writing of your request no later than seven days after the date on which notification of the match with the child is provided to you by the adoption agency. You must provide written details of the date on which you were notified of having been matched with the child, the date the child is expected to be placed with you for adoption and when you want your adoption leave to start. As evidence of your entitlement to adoption leave, you will also be required to provide a copy of the relevant matching certificate and adoption papers from the adoption agency.

You are permitted to bring forward your adoption leave start date, provided you advise the Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. You may also postpone your adoption leave start date, provided you advise the Company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The Company will formally respond in writing to your notification of your leave plans within 28 days, confirming the date on which your adoption leave will end if you take your full 52-week entitlement to adoption leave.

#### **12.1.2 Adoption leave**

Assuming you are eligible, you are able to take up to a maximum of 52 weeks adoption leave. This comprises 26 weeks ordinary adoption leave and up to 26 weeks additional adoption leave. This is regardless of the number of hours you work. Additional adoption leave begins on the day after ordinary adoption leave ends.

Adoption leave can start on the day the child is placed with you for adoption (whether this is earlier or later than expected) or on a date that is up to 14 days before the expected date of placement.

#### **12.1.3 Ordinary adoption leave**

During the period of ordinary adoption leave, your contract of employment continues in force and you are entitled to receive all your contractual benefits, except for salary. In particular, any benefits in kind will continue and contractual annual leave entitlement will continue to accrue. and any pension contributions will continue to be made providing you are receiving Statutory Adoption Pay (SAP).

Salary will be replaced by Statutory Adoption Pay (SAP) if you are eligible to receive it.

You are encouraged to take any outstanding annual leave due to you before the commencement of ordinary adoption leave. You are reminded that holiday must be taken in the year that it is earned and therefore if the holiday year is due to end during adoption leave, you should take the full year's entitlement before starting your adoption leave: see the section on Holidays for further information.

#### **12.1.4 Additional adoption leave**

During the period of additional adoption leave, your contract of employment again continues in force and, as is

the case during the period of ordinary adoption leave, you are entitled to receive all your contractual benefits, except for salary. Any benefits in kind will continue and contractual annual leave entitlement will continue to accrue.

Salary will be replaced by SAP for the first 13 weeks of additional adoption leave if you are eligible to receive it. The remaining 13 weeks of additional adoption leave are unpaid.

#### **12.1.5 Statutory adoption pay**

SAP is payable for up to 39 weeks during adoption leave. You are entitled to SAP if:

1. You have been continuously employed by the Company for at least 26 weeks at the end of the matching for adoption week and you are still employed during that week.
2. Your average weekly earnings in the eight weeks up to and including the matching week are not less than the lower earnings limit for National Insurance contributions.
3. You give the Company at least 28 days' notice of the date from which you want payment of SAP to begin.
4. You provide documentary evidence in the form of a matching certificate to show that you are adopting a child through an adoption agency (including your details, the name and address of the adoption agency, the date that the child is or was expected to be placed with you for adoption and the date that you were told by the adoption agency that you had been matched with the child).

The weekly rate of SAP is paid at a rate set by the Government for the relevant tax year, or 90% of your average weekly earnings if this is lower than the Government's set weekly rate.

However, where the date of placement of the child for adoption is on or after 5 April 2015, there will then be two rates of SAP. For the first six weeks, SAP will be paid at the higher rate, which is equivalent to 90% of your average weekly earnings calculated over the period of eight weeks up to and including the matching week. For the purpose of calculating average weekly earnings, shift allowances, overtime payments and commission are all included. The standard rate of SAP will be paid for the remaining 33 weeks (or less if you decide to return to work sooner). This is paid at a rate set by the Government for the relevant tax year, or 90% of your average weekly earnings if this is lower than the Government's set weekly rate.

SAP is treated as earnings and is therefore subject to PAYE and National Insurance deductions. SAP is payable whether or not you intend to return to work after your adoption leave.

SAP can start from any day of the week in accordance with the date you start your adoption leave.

SAP is payable whether you intend to return to work after your adoption leave.

It is important for adoption pay purposes that you notify your line manager/Group HR Executive if, during the adoption pay period, you are taken into legal custody or start to work for another employer.

#### **12.1.6 Contact during adoption leave**

Shortly before your adoption leave starts, the Company will discuss the arrangements for you to keep in touch during your leave, should you wish to do so. The Company reserves the right in any event to maintain reasonable contact with you from time to time during your adoption leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or simply to update you on developments at work during your absence.

### **12.1.7 Keeping in touch days**

You may agree to work for the Company for up to a maximum of ten days during either your ordinary or additional adoption leave without that work bringing the period of your adoption leave to an end and without loss of a week's SAP. These are known as 'keeping in touch' days. Any work carried out on a day shall constitute a day's work for these purposes.

The Company has no right to require you to carry out any work, and you have no right to undertake any work, during your adoption leave. Any work undertaken, including the amount of salary paid for any work done on keeping in touch days, is entirely a matter for agreement between the Company and you. Any keeping in touch days worked do not extend the period of your adoption leave. Once the keeping in touch days have been used up, you will lose a week's SAP for any week in which you agree to work for the Company.

### **12.1.8 Returning to work**

You will have been formally advised in writing by the Company of the date on which your adoption leave will end and the date on which you are expected to return to work if you take your full 52-week entitlement to adoption leave. You are expected to return on your due return date unless you notify the Company otherwise. If you are unable to attend work at the end of your adoption leave due to sickness or injury, the Company's normal arrangements for sickness absence will apply (see the section on Sickness Absence). In any other case, late return without prior authorisation will be treated as unauthorised absence.

Whilst you are under no obligation to do so, it would assist the Company if you could confirm as soon as convenient during your adoption leave that you will be returning to work as expected.

If you wish to return to work earlier than your expected return date, you must give the Company, preferably in writing, at least eight weeks' notice of your proposed date of early return. If you fail to do so, the Company may postpone your return to such a date as will give the Company eight weeks' notice, provided that this is not later than your expected return date.

If you decide not to return to work at all after adoption leave, you must give notice of resignation in accordance with the terms of your contract of employment. If the notice period would expire after adoption leave has ended, the Company may require you to return to work for the remainder of your notice period.

### **12.1.9 Shared parental leave**

Where the child is placed with you for adoption on or after 5 April 2015 and you give notice to end your adoption leave early and to formally opt in to the shared parental leave scheme instead, you may then be eligible to share the balance of your leave (and pay) with your spouse, civil partner or cohabiting partner (if they are also eligible) as shared parental leave (and statutory shared parental pay, if applicable). Shared parental leave is available for up to 52 weeks, reduced by the number of weeks of adoption leave you have taken (a minimum of two weeks of adoption leave must still be taken). It is up to you and your spouse or partner to agree between yourselves the amount of shared parental leave each of you will take, assuming you are both eligible, as long as the total time taken does not exceed the maximum permitted between you.

Shared parental leave can also be taken consecutively or concurrently but it must start no earlier than the date of placement of the child for adoption and it must end no later than 12 months after the date of placement of the child for adoption. You can also apply to take discontinuous blocks of shared parental leave. If you wish to consider shared parental leave, further details can be obtained from the Group HR Executive.

Shared parental leave replaces the right to additional paternity leave.

### **12.1.10 Your rights on and after return to work**

On resuming work after ordinary adoption leave, you are entitled to return to the same job you occupied before commencing adoption leave on the same terms and conditions as if you had not been absent.

On resuming work after additional adoption leave, again you are entitled to return to the same job you occupied before commencing adoption leave on the same terms and conditions as if you had not been absent. If, however, it is not reasonably practicable for the Company to allow you to return to the same job, the Company may offer you suitable alternative work, on terms and conditions that are no less favourable than would have applied if you had not been absent.

#### **12.1.11 Adoptions from overseas**

If you adopt a child from overseas, you may still be entitled to statutory adoption leave and pay. Special rules apply in these circumstances. For further information, please contact the Group HR Executive.

#### **12.1.12 Time off to attend adoption appointments**

From 5 April 2015, if you have been notified by an approved UK adoption agency that a child is to be placed with you for adoption, you are entitled to take time off during working hours to attend by appointment at any place for the purpose of having contact with the child or for any other purpose connected with the adoption. The appointment must have been arranged by or at the request of the adoption agency.

If you are a single adopter, you may attend up to five paid appointments. If you are a joint adopter, you may elect for one person (the primary adopter) to attend up to five paid appointments, while the other (the secondary adopter) may attend up to two unpaid appointments.

The maximum time off during working hours for each appointment is capped at 6.5 hours.

You may be asked by the Company to produce evidence showing the date and time of the appointment and that it has been arranged by or at the request of the adoption agency.

In addition, in the case of joint adopters, if you are the primary adopter, you will be required to sign a declaration stating that you have elected to exercise the right to time off to attend the paid appointments and, if you are the secondary adopter, you will be required to sign a declaration stating that you have elected to exercise the right to time off to attend the unpaid appointments. Please be aware that if you exercise the right to take paid time off to attend an adoption appointment, you cannot then elect to take paternity leave rather than adoption leave.

If more than one child is to be placed with you for adoption as part of the same arrangement, your entitlement to attend adoption appointments remains the same.

You should endeavour to give your line manager as much notice as possible of time off to attend adoption appointments and wherever possible try to arrange them as near to the start or end of the working day as you are able.

## **12.2 Maternity Leave/Pay**

The Company implements the maternity rights set out in legislation. This section sets out the Company's policy on maternity. It sets out the statutory rights and responsibilities of employees who are pregnant or have recently given birth and covers the arrangements for ante-natal care, pregnancy-related illness, maternity leave and pay.

The Company recognises that, from time to time, employees may have a question or concern relating to their maternity rights. In this respect, it is our policy to encourage open discussion between you and your line manager to ensure that questions and problems can be aired and resolved as quickly as possible. It is our policy within the Company that employees are supported throughout their pregnancy, taking into account the needs of the individual and the Company.

The maternity regulations are complex and so if you become pregnant you should clarify the relevant procedures with the Group HR Executive to ensure that they are followed correctly.



The following abbreviations are used in this policy:

- EWC: Expected Week of Childbirth – the week, starting on a Sunday, in which your doctor or midwife expects you to give birth.
- SMP: Statutory Maternity Pay.
- QW: Qualifying Week – the 15th week before the EWC.
- MAT B1: A certificate issued by a doctor or midwife showing the expected date of your baby's birth.

### **12.2.1 Maternity rights**

You have the following key maternity rights:

1. Time off for ante-natal care.
2. Maternity pay – linked to your level of earnings and your length of service.
3. Maternity leave.
4. Protection against unfair treatment or dismissal.

### **12.2.2 Notification of pregnancy**

On becoming pregnant, you should notify your line manager as soon as you feel able to do so. This is important because there are health and safety considerations for the Company.

By the end of the Qualifying Week, or as soon as reasonably practicable afterwards, you are required to provide the following information in writing to the Company:

1. That you are pregnant.
2. Your EWC.
3. The date on which you intend to start your maternity leave.

You must also provide your line manager with a MAT B1 form. The form must have your doctor's name and address on it, or if issued by a midwife, her name and registration number.

You are permitted to bring forward your maternity leave start date, provided you advise the Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. You may also postpone your maternity leave start date, provided you advise the Company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The Company will formally respond in writing to your notification of your leave plans within 28 days, confirming the date on which your maternity leave will end if you take your full 52-week entitlement to maternity leave.

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

Once you have advised the Company that you are pregnant, you are entitled to take reasonable paid time off work to attend ante-natal appointments as advised by your doctor, registered midwife or registered health visitor. Ante-natal care may include relaxation and parent craft classes that your doctor, midwife or health visitor has advised you to attend, in addition to medical examinations. In order to be entitled to take time off for ante-natal care, you are required to produce a medical certificate from one of the above, stating that you are pregnant. Except in the case of the first appointment, you should also produce evidence of the appointment, such as an appointment card.

You should endeavour to give your line manager as much notice as possible of ante-natal appointments and wherever possible try to arrange them as near to the start or end of the working day as you are able.

#### **12.2.4 Health and safety**

The Company has a duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment which may include assessing the workplace risks to women who are pregnant, have recently given birth or are breastfeeding where the work is of a kind which could involve a risk of harm or danger to their health and safety or that of their baby and the risk arises from either processes, working conditions or physical, chemical or biological agents in the workplace. If applicable the Company will provide you with information as to any risks identified in the risk assessment. If the risk assessment reveals that you would be exposed to health hazards in carrying out your normal job duties, the Company will take such steps as are reasonably necessary to avoid those risks, such as altering your working conditions. In some cases, this may mean offering you suitable alternative work (if available) on terms and conditions which are not substantially less favourable.

If it is not possible for the Company to alter your working conditions to remove the risks to your health and there is no suitable alternative work available to offer you on a temporary basis, the Company may suspend you from work on maternity grounds until such time as there are no longer any risks to your health. This may be for the remainder of your pregnancy until the commencement of your maternity leave. If you are suspended in these circumstances, your employment will continue during the period of the suspension and it does not affect your statutory or contractual employment and maternity rights. You will be entitled to receive your normal salary and contractual benefits during the period of your suspension, unless you have unreasonably refused an offer of suitable alternative employment.

#### **12.2.5 Sickness absence**

If you are absent from work during your pregnancy due to sickness, you will receive sick pay in the same manner as any other sickness absence provided that you have not yet begun your ordinary maternity leave. Until your maternity leave commences, you are still required to comply with the sickness absence reporting procedure set out in the section on sickness absence.

If, however, you are absent from work due to a pregnancy-related illness after the beginning of the fourth week before the EWC, your maternity leave will usually start automatically. If you are absent from work wholly or partly because of pregnancy during the four weeks before the EWC, you must notify the Company in writing of this as soon as reasonably practicable.

#### **12.2.6 Maternity leave**

All pregnant employees are entitled to take up to 26 weeks' ordinary maternity leave (OML) and up to 26 weeks' additional maternity leave (AML), making a total of 52 weeks. This is regardless of the number of hours you work or your length of service. AML begins on the day after OML ends.

OML can start at any time after the beginning of the 11th week before your EWC (unless your child is born prematurely before that date). Maternity leave will start on whichever date is the earlier of:

1. Your chosen start date.
2. The day after you give birth.
3. The day after any day on which you are absent for a pregnancy-related reason in the four weeks before the EWC.

If you give birth before your maternity leave was due to start, you must notify the Company in writing of the date of the birth as soon as reasonably practicable.

The law obliges all employees to take a minimum of two weeks of compulsory maternity leave immediately after the birth of their child.

### **12.2.7 Ordinary maternity leave**

During the period of OML, your contract of employment continues in force and you are entitled to receive all your contractual benefits, except for salary. In particular, any benefits in kind such as Private Medical Insurance and Group Life Assurance will continue, and contractual annual leave entitlement will continue to accrue. Salary will be replaced by Statutory Maternity Pay (SMP) if you are eligible to receive it.

You are encouraged to take any outstanding annual leave due to you before the commencement of OML. You are reminded that holiday must be taken in the year that it is earned and therefore if the holiday year is due to end during maternity leave, you should take the full year's entitlement before starting your maternity leave: see the section on holidays for further information.

### **12.2.8 Additional maternity Leave**

During the period of AML, your contract of employment again continues in force and, as is the case during the period of OML, you are entitled to receive all your contractual benefits, except for salary. Any benefits in kind will continue and contractual annual leave entitlement will continue to accrue. Salary will be replaced by SMP for the first 13 weeks of AML if you are eligible to receive it. The remaining 13 weeks of AML will be unpaid.

### **12.2.9 Statutory Maternity Pay**

SMP is payable for up to 39 weeks during maternity leave. You are entitled to SMP if:

1. You have been continuously employed by the Company for at least 26 weeks at the end of the QW and you are still employed during that week.
2. Your average weekly earnings in the eight weeks up to and including the QW are not less than the lower earnings limit for National Insurance contributions.
3. You are still pregnant 11 weeks before the start of your EWC (or have already given birth).
4. You provide a MAT B1 form stating your EWC.
5. You give the Company proper notification of your pregnancy in accordance with the rules set out above.

For the first six weeks, SMP is paid at the higher rate, which is equivalent to 90% of your average weekly earnings calculated over the period of eight weeks up to and including the QW. For the purpose of calculating average weekly earnings, shift allowances, overtime payments, bonuses and commission are all included.

The standard rate of SMP is paid for the remaining 33 weeks (or less if you decide to return to work sooner). This is paid at a rate set by the Government for the relevant tax year, or 90% of your average weekly earnings calculated over the period of eight weeks up to and including the QW if this is lower than the Government's set weekly rate.

If you become eligible for a pay rise between the start of the original calculation period and the end of your maternity leave (whether OML or AML), the higher or standard rate of SMP will be re-calculated to take account of your pay rise, regardless of whether SMP has already been paid. This means your SMP will be re-calculated and increased retrospectively, or that you may qualify for SMP if you did not previously. You will be paid a lump sum to make up any difference between SMP already paid and the amount payable as a result of the pay rise.

SMP is treated as earnings and is therefore subject to PAYE and National Insurance deductions. Payment of SMP cannot start prior to the 11th week before your EWC. SMP can start from any day of the week in accordance with the date you start your maternity leave. SMP is payable whether or not you intend to return to work after your maternity leave.

It is important for maternity pay purposes that you notify your line manager if, during the maternity pay period,

you are taken into legal custody or start to work for another employer.

If you have been working for the Company for less than 26 weeks at the QW, you are not eligible to receive SMP. You may, however, be able to apply to the Department of Work and Pensions for Maternity Allowance if you meet their qualifying conditions.

#### **12.2.10 Contact during maternity leave**

Shortly before your maternity leave starts, the Company will discuss the arrangements for you to keep in touch during your leave, should you wish to do so. The Company reserves the right in any event to maintain reasonable contact with you from time to time during your maternity leave. This may be to discuss your plans for return to work, to discuss any special arrangements to be made or training to be given to ease your return to work or simply to update you on developments at work during your absence.

#### **12.2.11 Keeping in touch days**

Except during the first two weeks from childbirth, you may agree to work for the Company for up to a maximum of ten days during either your OML or AML without that work bringing the period of your maternity leave to an end and without loss of a week's SMP. These are known as 'keeping in touch' days. Any work carried out on a day shall constitute a day's work for these purposes.

The Company has no right to require you to carry out any work, and you have no right to undertake any work, during your maternity leave. Any work undertaken, including the amount of salary paid for any work done on keeping in touch days, is entirely a matter for agreement between the Company and you. Any keeping in touch days worked do not extend the period of your maternity leave. Once the keeping in touch days have been used up, you will lose a week's SMP for any week in which you agree to work for the Company.

#### **12.2.12 Returning to work**

You will have been formally advised in writing by the Company of the date on which your maternity leave will end and the date on which you are expected to return to work if you take your full 52-week entitlement to maternity leave. You are expected to return on your due return date unless you notify the Company otherwise. If you are unable to attend work at the end of your maternity leave due to sickness or injury, the Company's normal arrangements for sickness absence will apply (see the section on Sickness Absence). In any other case, late return without prior authorisation will be treated as unauthorised absence.

Whilst you are under no obligation to do so, it would assist the Company if you could confirm as soon as convenient during your maternity leave that you will be returning to work as expected.

If you wish to return to work earlier than your expected return date, you must give the Company, preferably in writing, at least eight weeks' notice of your proposed date of early return. If you fail to do so, the Company may postpone your return to such a date as will give the Company eight weeks' notice, provided that this is not later than your expected return date.

If you decide not to return to work at all after maternity leave, you must give notice of resignation in accordance with the terms of your contract of employment. If the notice period would expire after maternity leave has ended, the Company may require you to return to work for the remainder of your notice period.

### **12.2.13 Shared parental leave**

Where your EWC is on or after 5 April 2015 and you give notice to end your maternity leave early and to formally opt in to the shared parental leave scheme instead, you may then be eligible to share the balance of your leave (and pay) with your spouse, civil partner or cohabiting partner, or the father of your child (if they are also eligible) as shared parental leave (and statutory shared parental pay, if applicable). Shared parental leave is available for up to 52 weeks, reduced by the number of weeks of maternity leave you have taken (the compulsory maternity leave period must still be taken). It is up to you and your spouse or partner to agree between yourselves the amount of shared parental leave each of you will take, assuming you are both eligible, as long as the total time taken does not exceed the maximum permitted between you.

Shared parental leave can also be taken consecutively or concurrently but it must start no earlier than the date on which your baby is born and it must end no later than 12 months after the date of childbirth. You can also apply to take discontinuous blocks of shared parental leave. If you wish to consider shared parental leave, further details can be obtained from the Group HR Executive.

Shared parental leave replaces the right to additional paternity leave.

### **12.2.14 Your rights on return to work**

On resuming work after ordinary maternity leave, you are entitled to return to the same job as you occupied before commencing maternity leave on the same terms and conditions of employment as if you had not been absent.

On resuming work after additional maternity leave, again you are entitled to return to the same job as you occupied before commencing maternity leave on the same terms and conditions of employment as if you had not been absent. If, however, it is not reasonably practicable for the Company to allow you to return to the same job, the Company may offer you suitable alternative work, on terms and conditions that are no less favourable than would have applied if you had not been absent.

If you are a full-time employee, you have no automatic right to return to work on a part-time basis at the end of your maternity leave. Likewise, you have no automatic right to work from home or to make other changes to your working patterns. However, all requests for part-time, home working or other flexible working arrangements will be considered in line with the operational requirements of the Company. Further details, including the procedure to be followed, can be found in the section on Flexible Working. If you would like this option to be considered, please speak to your line manager as far in advance of your return as possible in order that the relevant procedure can be put into operation.

### **12.2.15 Time off to accompany to ante-natal appointments**

From 1 October 2014, your spouse, civil partner or partner who lives with you in an enduring family relationship (but is not your relative), or the father of your expected baby, is entitled to take unpaid time off work in order that they may accompany you to an ante-natal appointment made on the advice of a registered medical practitioner, registered midwife or registered nurse. This is limited to a maximum of two appointments, with the maximum time off during working hours for each appointment being no more than 6.5 hours.

Your spouse's or partner's employer can request them to sign a declaration in this regard which states that they have a qualifying relationship with you or your expected baby, they are taking the time off to accompany you to an ante-natal appointment made on the advice of a registered medical practitioner, registered midwife or registered nurse and the date and time of the appointment. However, no evidence of your pregnancy or your

ante-natal appointment needs to be provided to their employer. If you are a surrogate mother, this right also applies to the intended parent if they are the potential applicant for a parental order.

Further details should be obtained from your spouse's or partner's employer

### **12.3 Parental Leave**

The Company implements the parental leave rights set out in legislation. Parental leave is additional to Paternity Leave, Maternity Leave, Adoption Leave, Shared Parental Leave and time off to deal with family emergencies.

All periods of parental leave are unpaid. There is no contractual or statutory entitlement to be paid for absences relating to parental leave. Both mothers and fathers can take parental leave.

In order to qualify for parental leave, you must have worked for the Company for a continuous period of one year by the time you want to take the leave. If you have already taken part of your parental leave with a previous employer, you will not be able to take any further parental leave until you have completed one year's continuous employment with the Company.

You are entitled to take up to 18 weeks' parental leave in order to care for a natural or an adopted child (or to make arrangements for the child's welfare) if you meet one of the following eligibility conditions:

1. You are the natural parent of or you have acquired formal parental responsibility for a child who is under 18 years old
2. You have adopted a child under the age of 18.

In the case of natural parents, you must be named on the child's birth certificate. A disabled child is one for whom a Disability Living Allowance has been awarded.

Assuming you are eligible, you can choose to take parental leave:

1. Up until the child's 18th birthday.
2. In adoption cases, for five years after the child is first placed with you for adoption (or until the child's 18th birthday if that comes sooner).

Parental leave is for each child, so in the case of twins, 18 weeks' leave may be taken for each child. You must take parental leave in blocks of one week. If you take parental leave for a shorter period than one week (for example two days), that will constitute a week's leave for the purpose of calculating your 18 weeks' parental leave entitlement (although you will continue to be paid as normal for the time worked). The exception to this is that parents of disabled children can take leave in blocks of one day. A maximum of four weeks' parental leave can be taken in respect of any child during any one calendar year.

You are required to give at least 21 days' written notice to your line manager of your proposed parental leave dates. If leave is to be taken immediately after birth or adoption, 21 days' written notice of the expected week of childbirth or the expected week of placement for adoption should be given. You must specify the dates on which your period of parental leave is to start and finish.

The Company reserves the right to postpone a period of parental leave for up to six months where it considers the operation of its business would be unduly disrupted if the leave were to be taken at the time requested. For example, leave may be postponed during particularly busy periods, seasonal peaks or where a significant proportion of your department have already applied to be absent from work at the same time. The Company will confirm any postponement arrangements in writing to you no later than seven days after receipt of your

notice to take parental leave. This letter will state the reason for postponement and set out the new dates of parental leave. The Company will not postpone leave if you have given notice to take it immediately after the time the child is born or is placed with you for adoption.

You will be required to produce evidence to confirm you are the parent or the person who is legally responsible for the child. This will take the form of production of a copy of the child's birth certificate or the adoption papers and/or a copy of the letter awarding Disability Living Allowance for a disabled child. For new employees, the Company reserves the right to make enquiries of previous employers to find out how much parental leave has already been taken.

At the end of parental leave, you will be entitled to return to the same job provided always that your period of parental leave was for a period of four weeks or less.

Finally, if you act dishonestly in claiming an entitlement to parental leave, this is a disciplinary offence and will be dealt with under the Company's disciplinary procedure. Depending on the seriousness of the offence, it may amount to potential gross misconduct and could result in your summary dismissal.

## **12.4 Paternity leave/pay**

### **12.4.1 Introduction**

This document sets out the Company's policy on both paternity leave and pay. The Company's implements the paternity rights set out in legislation. Paternity leave and additional paternity leave are quite separate entitlements and are taken at different times and for that reason they are considered separately in this policy. This policy also covers the statutory right to time off to accompany a pregnant woman to ante-natal appointments.

The Company recognises that, from time to time, employees may have a question or concern relating to their paternity rights. In this respect, it is our policy to encourage open discussion between you and your line manager to ensure that questions and problems can be aired and resolved as quickly as possible.

The paternity regulations are complex and so you should clarify the relevant procedures with the HR Manager to ensure they are adhered to properly. Please note that additional paternity leave is not available where the expected week of childbirth, or the date of placement for adoption is on or after 5 April 2015.

### **12.4.2 Entitlement to paternity leave**

In order to qualify for the right to take paternity leave, you must meet each of the following eligibility criteria:

1. You have, or expect to have, responsibility for the upbringing of the child.
2. You are either the biological father of the child, or you are married to, the civil partner or the cohabiting partner of the child's mother, or you are married to, the civil partner or the cohabiting partner of the child's adopter, or you are one of a couple jointly adopting a child. A cohabiting partner is a person, whether of a different sex or the same sex, who lives with the mother or adopter and the child in an enduring family relationship but is not an immediate relative of the mother or adopter.
3. You are taking the leave to care for the child or to support the child's mother or adopter.
4. You have worked continuously for the Company for 26 weeks calculated as at the 15<sup>th</sup> week before the expected week of childbirth, or, in respect of an adopted child, calculated as at the week in which the child's adopter is notified of having been matched with the child.

You are required to inform the Company of your intention to take paternity leave by the end of the 15<sup>th</sup> week before the expected week of childbirth or, in the case of an adopted child, no later than seven days after the date on which notification of the match with the child was given by the adoption agency, unless this is not

reasonably practicable. You are required to provide the following information in writing to the Company:

1. The date the child is expected to be born or adopted.
2. Whether you wish to take one or two weeks' paternity leave.
3. When you want your paternity leave to start.

In the case of an adopted child, your notice should also specify the date on which the adopter was notified of having been matched with the child.

You are permitted to bring forward your paternity leave start date, provided you advise the Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. You may also postpone your ordinary paternity leave start date, provided you advise the Company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

You are also required to complete and sign a self-certification form as evidence of your entitlement to paternity leave and pay. A Paternity Leave Form can be obtained from the HR Administrator and once completed it should be returned to your line manager.

#### **12.4.3 Paternity leave**

Assuming you are eligible, you are entitled to take either one week or two consecutive weeks of paternity leave. It cannot be taken as odd days.

You can choose to start your paternity leave from:

1. The date the child is born or placed for adoption (whether this is earlier or later than expected), or
2. A chosen number of days or weeks after the date of childbirth or placement for adoption (whether this is earlier or later than expected), or
3. A chosen date later than the first day of the week in which the baby is expected to be born or from a chosen date later than the expected date of placement. If the baby is born later than this date, you must delay your leave until the date of the actual birth.

Paternity leave can start on any day of the week on or following the child's birth or placement for adoption but it must be completed either within 56 days of the actual date of childbirth or adoption or, if the child is born early, within the period from the actual date of childbirth up to 56 days after the first day of the expected week of childbirth.

In the case of multiple births from the same pregnancy, only one period of ordinary paternity leave is available.

During the period of paternity leave, your contract of employment continues in force and you are entitled to receive all your contractual benefits, except for salary. In particular, any benefits in kind will continue and contractual annual leave entitlement will continue to accrue.

Salary will be replaced by ordinary statutory paternity pay (SPP) if you are eligible to receive it.

SPP is payable for up to two weeks during ordinary paternity leave. You are entitled to ordinary SPP if:

1. You have been continuously employed by the Company for at least 26 weeks ending with the 15<sup>th</sup> week before the expected week of childbirth or, in respect of an adopted child, ending with the matching for adoption week and you are still employed during that week (and in the case of adoption, you continue to be employed until the date of the child's placement).



2. Your average weekly earnings in the eight weeks up to and including the 15<sup>th</sup> week before the expected week of childbirth, or up to and including the matching week, are not less than the lower earnings limit for National Insurance contributions.
3. You have declared your eligibility for SPP by giving the Company a completed self-certification form at least 28 days before you want your SPP to start. The Paternity Leave Form can be used for this purpose. From 5 April 2015, this particular requirement is being amended and you must then request SPP by giving the Company a completed self-certification form by the end of the 15<sup>th</sup> week before the expected week of childbirth or, in the case of an adopted child, no later than seven days after the date on which notification of the match with the child was given by the adoption agency.

SPP is paid by the Company for either one or two consecutive weeks of ordinary paternity leave. The weekly rate of ordinary SPP is paid at a rate set by the Government for the relevant tax year, or 90% of your average weekly earnings if this is lower than the Government's set weekly rate.

SPP is treated as earnings and is therefore subject to PAYE and National Insurance deductions and is paid into your bank account in the same way as salary is normally paid.

SPP can start from any day of the week in accordance with the date you start your paternity leave.

It is important for paternity pay purposes that you notify your line manager if, during the paternity pay period, you are taken into legal custody or start to work for another employer.

#### **12.4.4 Rights on and after return to work**

On resuming work after ordinary paternity leave, you are entitled to return to the same job on the same terms and conditions of employment as if you had not been absent.

#### **12.5 Time off for dependants**

All employees are entitled to take a reasonable amount of time off during normal hours of work in order to deal with family emergencies. You have no contractual or statutory right to be paid for absences relating to family emergencies. Any payment of salary during time off is made at the absolute discretion of the Company.

The right to take time off enables you to deal with an unexpected or sudden problem and make any necessary longer term arrangements for example:

1. if a dependant falls ill or has been involved in an accident or assaulted
2. when your partner is having a baby
3. to make longer-term care arrangements for a dependant who is ill or injured to deal with the death of a dependant, for example, making funeral arrangements
4. to deal with an unexpected disruption or breakdown in care arrangements for a dependant, for example, when a child-minder fails to turn up
5. to deal with an incident involving your child whilst they are at school

For these purposes, a "dependant" is your spouse, partner, child or parent or someone who lives with you as part of your family. In cases of illness, injury or where care arrangements break down, a dependant may also be someone who reasonably relies on you for assistance. This may be where you are the primary carer or the only person who can help in an emergency.

In the event of a family emergency occurring while you are at work, you must immediately inform your manager

of the nature of the emergency and seek their express permission to leave work early.

In the event of a family emergency occurring outside your normal hours of work which will prevent you from reporting to work at your normal start time, you must contact your line manager at the earliest possible opportunity and as close to the normal start time as possible. In any event, this must be no later than one hour after your normal start time. If you are unable to speak to your manager personally, you should speak to the HR Administrator. You should give details of the nature of the emergency, the reason for your absence and how long you expect to be absent from work. Where the emergency is on-going, you must report to your manager on a daily basis and always at least one hour before your normal start time. You must update your manager on the reason for the on-going absence and how long you expect it to continue and advise your manager as soon as possible of any change in the date of your anticipated return to work.

The Company envisages that the amount of leave taken will, in most cases, be one or two days at most. The leave to which you are entitled is enough to help you cope with the immediate crisis. You must actively seek alternative longer-term care arrangements for the care of a dependant within one day of the emergency occurring. Should it not be possible to make such arrangements, you must contact your manager and explain why further absence is required. Authorisation of such continued absence will be at the absolute discretion of your manager. The right to time off under these rules is intended to cover unforeseen family emergencies. If you know in advance that you are going to need time off, then you should speak to your manager about the possibility of taking such time as part of your annual leave entitlement.

The Company reserves the right to ask you to provide supporting evidence of the family emergency on your return to work. You must also complete a Leave Request Form immediately on your return. These forms are generated through Simply Personnel. You are reminded that it is a serious disciplinary offence to knowingly provide false information on an Absence Form or to dishonestly claim a right to time off to deal with a family emergency. Any offence will be dealt with in accordance with the Company's disciplinary procedure and, depending on the circumstances, could amount to gross misconduct rendering you liable to summary dismissal.

In the event of a dispute between you and your manager about whether a particular incident or occurrence falls under the terms of these rules, a Director shall be responsible for determining whether the request for time off made by you relates to a genuine family emergency. Their decision shall be final.

## **12.6 Flexible Working**

It is the Company's view that the promotion of flexible working arrangements increases staff motivation, performance and productivity, reduces stress and encourages staff retention by enabling employees to balance their work life with their other priorities.

### **12.6.1 The statutory right**

Employees have a statutory right to request to work flexibly and to have their flexible working application dealt with in a reasonable manner. In order to make a request under the statutory right, an employee must have worked for the Company for a continuous period of 26 weeks at the date the application is made. They must also not have made another request to work flexibly under the statutory right during the previous 12 months.

Employees can apply to vary the number of hours they work, the times they work or their place of work (between their home and the Company's place of business) Employees may wish to apply for flexible working to accommodate caring arrangements, charity work, leisure activities, external study or for any other purpose. Although the Company is committed to being flexible on working patterns for its employees, you must recognise that the requirements of the business are paramount and it may not be appropriate or possible for flexible working arrangements to apply to all jobs across all areas of the business.

All employees are eligible to apply for flexible working regardless of their seniority, current working pattern, age, sex, race, religion, sexual orientation, whether they have a disability or whether they are employed on a permanent or fixed-term basis.

The following procedure will normally apply to flexible working requests:

#### **12.6.2 The flexible working application procedure**

You should comply with the following procedure to make your application for flexible working arrangements:

- Make your request in writing setting out the flexible working arrangement you seek. A Flexible Working Application Form can be obtained from the Group HR Executive.
- The Company will set up a meeting with you to discuss the changes you have proposed, the effect of the proposed changes and any possible alternative work patterns that might suit. You may be accompanied at this meeting by a work colleague.
- The Company will consider your request and will make a practical business assessment on whether, and if so how, it could be accommodated.
- The Company will notify its decision to you in writing. If the Company accepts your request, it will be confirmed in writing, establishing a start date and providing a written note of the contract of employment variation. If your application is refused, the Company will explain the grounds for refusal in writing and confirm the internal appeal procedure.
- Where a request is accepted, unless otherwise agreed, it normally constitutes a permanent change to your terms and conditions of employment. This means you do not have the right to revert to your previous pattern of working at a future date. However depending on the circumstances of the case, at its absolute discretion the Company may be willing to agree to a temporary change to the employee's terms and conditions of employment for a specified period only. In that case, the employee would then revert to their previous pattern of working after the specified period comes to an end.
- You can appeal in writing against a refusal within 5 days of receipt of the Company's rejection letter. The Company will then set up a meeting with you to discuss your appeal within 14 days after receiving your appeal letter. After that meeting has been held, the Company will write to you within 5 days to notify you of the outcome of your appeal.

#### **12.6.3 Grounds for refusal**

The Company may refuse your flexible working application on one or more of the following grounds:

1. The burden of additional costs.
2. The detrimental effect it would have on the Company's ability to meet customer demand.
3. The Company's inability to reorganise work among existing staff.
4. The Company's inability to recruit additional staff.
5. The detrimental impact it would have on quality.
6. The detrimental impact it would have on performance.
7. The insufficiency of work available during the period when you proposed to work.
8. The Company's planned structural changes.

In refusing an application, the Company will provide details relating to why the particular ground applies in the circumstances.

Please note that each request for flexible working will be dealt with individually, taking into account the likely effects the changes will have on the Company, the work of the department in which you are employed, your work colleagues and the particular circumstances of the case. This means that if the Company agrees to one employee's request, this does not set a precedent or create a right for another employee to be granted the same or a similar change to their work pattern.

## 13 Expenses

Our policy is that employees should be no better or worse off as a result of operating the business. However, extravagance must be avoided and tax rules must be followed. Only expenses authorised in advance and incurred in the course of the Company's business will be reimbursed. Such expenses must have been wholly and exclusively necessary in the performance of the claimant's duties and supported by receipts.

Payment will be made on submission of an expenses claim form approved by your line manager and a Director. Full details of the claims procedures are attached.

Further details of what you may and may not claim is clarified in this policy which may be varied from time-to-time. If you require further guidance please refer to your line manager.

### 13.1 Expenses Claim Form

You must complete and sign an expense claim form and you should attach **ALL** the receipts to support the claim. Tax rules mean that each receipt must contain the reason for the expense (categories include prospect, customer or staff entertainment etc.) and all those involved *must* be listed on a VAT receipt. The Company cannot claim VAT without this. All claims must be properly authorised and submitted as soon as possible after the expenditure has been incurred. Claims for expenses more than three months old must also be authorised by the Managing Director.

### 13.2 Subsistence

The broad principle is that employees normally buy their own food or bring food/lunch to work. Claims for meals are not allowed except with the prior agreement of a Director. Subsistence claims will only be accepted when it is necessary for you to be away on Company business for a period of 24 hours or more or to work beyond 21h00 or set off prior to 05h30. Accommodation, if required, should be of a modest standard (e.g. Premier Inn) and must be approved prior to booking. Hotels will be booked centrally by the Administration Department. Other than for accommodation, subsistence claims (i.e. for meals) must be for a reasonable amount, you are entitled to claim for a drink with your meal but not for bar drinks. This is in accordance with tax rules. The purpose of any off-site visits must be detailed on the claim form.

### 13.3 Entertainment

Claims for entertainment of customers should where practical be approved in advance by your line manager. Suppliers should not be entertained. When entertaining, it is essential to include full details on receipts (names of those entertained, whether they were prospects, customers or employees and the reason for the expenditure).

The entertainment of employees at for example a Company meeting does not qualify as business entertainment, however the expenditure may be permitted if it has been authorised in advance by a Director. Receipts must detail attendees and the reason for the expense.

### 13.4 Motor Expenses

If you are in receipt of a Car Allowance you must provide your own transport and you can claim mileage expense at the rate set by the company. If you are not eligible for a car allowance, but are using your car for company purposes you can claim mileage expenses at the higher rate. Claims for mileage must be made using the company expense claim form and must be completed accurately and fully and must be accompanied by valid VAT receipts for the fuel. Mileage claims will not be paid if this information is not provided.

Legitimate mileage expense claims are as follows;

#### **13.4.1 To non-company locations**

Should you be required to travel to locations other than company locations then the travel expense is based on the mileage incurred from your departure location, which will be either your home or your current place of work to your return location which will be either your home or your current place of work.

You cannot claim expenses travelling to and from your home and your place of work, not only is it against company policy it is not an allowable expense permitted by HMRC.

#### **13.5 Travel**

The most economical method of travel must be used. Travelling by train or plane must be 2<sup>nd</sup> class/economy/coach using any available fare savings where possible. The purpose of off-site visits must be detailed on the claim form. Air travel and accommodation must be booked centrally, through Admin against an appropriate PO number. If in doubt, check with your line manager.

#### **13.6 Miscellaneous Expenses**

You must ensure that you have proper authority to incur any expense on behalf of the Company, which must be obtained in advance. Supplies of office consumables or equipment must be obtained from the Company's approved suppliers using the normal purchasing procedures. All non-sales purchase orders (NPO's) must be requested via the Admin department who will request authorisation for expenditure and will issue an authorisation code.

### **14 Conduct whilst on Company business**

As a general rule, what employees do after normal working hours and off Company premises is a personal matter and does not directly concern the Company. However, there are some exceptions to this rule.

The Company will become involved where incidents occur:

1. at office parties, office drinks events or other work-related social occasions or gatherings, whether organised by the Company or by employees themselves.
2. at social occasions or gatherings organised by the Company's customers or clients where the you have been invited in the capacity as an employee of the Company
3. at work-related conferences
4. whilst you are working away on business on behalf of the Company.

On these occasions, you are expected to be moderate if drinking alcohol and to behave in an appropriate, mature and responsible manner, taking into account that you are representing the Company. You must take specific action to ensure that you are well within the legal limits if you are driving.

Anyone who is found to have harassed or verbally or physically abused or assaulted another employee or a customer or client of the Company, or who otherwise brings the reputation of the Company into disrepute, at such an event will be subject to disciplinary action under the Company's disciplinary procedure. Depending on the circumstances of the case, such behaviour may be treated as gross misconduct and could render you liable to summary dismissal.

Where the employee's off-duty conduct seriously undermines the trust and confidence that the Company has in the employee, whether at a work-related social occasion or otherwise, under the Company's disciplinary procedure this could result in the employee's dismissal. For example, if the employee commits a criminal offence outside employment, the Company will examine whether there is an adverse connection between the criminal offence and the employee's employment. The Company will then consider whether the offence is one that makes the employee unsuitable for their type of work or unacceptable to other employees, taking into account length of service, status, relations with fellow workers and the effect on the Company's business and reputation

subsequent to a charge or conviction.

## **15 Ethical Business Practices and Anti-Bribery**

### **Ethical Business**

It is your duty as a responsible employee to protect the Company's assets and profits. Therefore you must not enter into any transaction which could jeopardise the Company's profitability or which is not commercially sound.

The Company competes vigorously in a legitimate and ethical manner. This principle is applied to our relationships with customers, competitors, suppliers, agents, representatives and all with whom we do business. This means that you are required to act accordingly in all business dealings on behalf of the Company. For example you must:

1. Not accept gifts, money, loans or other favours from suppliers or potential suppliers, except for promotional items of modest value or modest entertainment within the limits of responsible business practices. If in any doubt or if offered such incentives, you must report the facts at once to your line manager or Director of the business.
2. Not give incentives other than modest gifts, or appropriate entertainment, in keeping with responsible business practices.
3. Not make promises the Company cannot keep or does not intend to keep.
4. Avoid misrepresentation in all sales and promotional efforts.
5. Not allow discounts or special rates or deal unprofitably without declaring this to your line manager prior to the deal being struck.
6. Not undertake to agree any deal, where you the individual could benefit and there be no benefit for the Company.
7. Not agree any contractual business arrangements with any company that has not been authorised by the Company as an approved client, or supplier.

### **Anti bribery**

The Company is committed to conducting its business professionally and with honesty and integrity at all times. Following the introduction of the Bribery Act 2010 (effective from 01 July 2011) the Company strictly prohibits the offer or acceptance by any employee of any gift or bribe, whether or not such gift or bribe is in money or in any other form.

Employees are not permitted to give any gift, hospitality or incur any expenses in relation to a current or prospective customer, supplier or employee without first obtaining authorisation from the managing Director. (The Company acknowledges that genuine business hospitality or the carrying out of promotional activities proportionate to the business is reasonable and notes that such activities are not considered Bribery by the Bribery Act 2010).

Employees are not permitted to receive or accept any gift or hospitality of any sort without first obtaining authorisation from your line manager with authorisation from a Director. (The Company acknowledges that genuine business hospitality or the carrying out of promotional activities proportionate to the business is reasonable and notes that such activities are not considered Bribery by the Bribery Act 2010).

## **16 Use of Company equipment**

The sale of goods, private trading (including acting as an independent contractor or consultant for clients other than those of the Company) and gambling of any description must not be conducted on Company premises.

Company premises, equipment, facilities, telecommunications, internet connection, web contact, e-mail and other services are not for personal use. The Company's address and stationery must not be used for personal correspondence. Reasonable quantities of personal correspondence can be sent through the Company's mailing service provided it is pre-stamped, but at your risk.

## **17 Collections, sponsorship and sale of goods**

### **17.1 Collections**

Whilst the Company does not wish to prevent appropriate collections taking place within the business, as it involves money passing between employees, it is important to ensure both that the reasons are appropriate and that the money is recorded and managed correctly.

Only appropriate collections are permitted. This includes collections to mark events such as:

1. significant birthdays
2. pregnancies, births and adoptions
3. leaving the Company's employment
4. retirements
5. marriages and civil partnerships
6. illnesses and recovery from operations
7. bereavements due to the death of close relatives.

If you wish to carry out a collection, you should obtain the prior permission of the Managing Director and you should advise them of the reason for the collection.

No employee should be put under any pressure to contribute to a collection if they do not wish to do so. You must also not approach a client, customer, supplier or other business contact of the Company to ask them to contribute to a collection.

You must ensure that the money collected is kept in a secure place and is only used for its stated purpose. You must also keep a record of the total amount of money that is collected and obtain itemised receipts to demonstrate how the money has been spent. You must not keep any of the money collected for personal gain.

### **17.2 Sponsorship**

If you wish to request sponsorship from your colleagues for an event you are taking part in to raise money for a charitable cause, you must first obtain the prior permission of the Managing Director and you should advise them of the event you are participating in and the charity you are intending to raise funds for.

You must also obtain your Director's prior permission if you wish to sell raffle tickets to other employees to raise money for charity.

If your Director's permission is granted in either of these circumstances, you must then carry out the relevant activity outside your normal working hours, for example in your lunch break.

### **17.3 Selling of goods**

You are not permitted to sell goods to other employees on your behalf, nor on anyone else's behalf, during your normal working hours or on the Company's business premises.

### **17.4 Lottery syndicates**

The Company will not be held responsible for any lottery syndicates which you may organise with your fellow employees.

## **18 Environmental Policy**

Source Group is a professional and environmentally conscious organisation, which acknowledges the impact that our operations may potentially have on the environment. The clear objective of the company is to minimise any impact on the environment by implementing the following procedures where practicable:

### **18.1 Paper usage**

Paper is a major purchasing and disposal cost in the office and there are significant business benefits to reducing paper use, in addition to reducing the burden on the environment. You should adhere to the following to help reduce paper and toner costs:

Do not print documents unless absolutely necessary and where possible use the double-sided print function.

When printing emails, just print the portion of the email you need rather than an entire 'trail', this can be accessed via print options.

Use the two sided option when photo copying documents. Re-use waste paper as notepads.

1. Cancel unwanted publications and remove your name from junk mail lists.
2. Recycle paper, envelopes and junk mail using the recycling bins provided.
3. Confidential waste paper must still be shredded or placed in confidential shredding bags for secure disposal.
4. Use paper hand towels sparingly and place any unused towels back in the dispenser rather than in the bin!

### **18.2 Electricity usage**

One of the easiest ways to save money across the business and reduce the environmental impact is by reducing the Company's electricity usage. Adhering to the following will assist in this;

1. Switch off electrical equipment and lights when they are not needed.
2. Open blinds and use natural light rather than switching on lights on bright, sunny days.
3. Only fill the kettle with the amount of water needed.
4. Unplug chargers when they are not in use to save power.
5. Only use air-conditioning when absolutely necessary. Open the windows for natural ventilation.
6. If the heating or air conditioning is on then make sure the windows and doors are closed.
7. Switch air conditioning/heaters off in meeting rooms when your meeting finishes.
8. If you are the last person to leave the premises in the evening ensure air conditioning, heaters and lights are all switched off.
9. All computer equipment, TV's, chargers must be switched off at the end of the working day.

### **18.3 Purchasing**

The Company will endeavor to purchase environmentally friendly/recycled products wherever possible, e.g. disposable paper products.



## **19 Health and Safety**

The Company is committed to establishing high standards of health and safety in its working environment. The Company recognises its responsibility for the health and safety of its employees and for others who may be working in its offices or affected by its operations. You are expected to behave in a manner appropriate to a workplace.

### **19.1 Personal Safety**

You have a similar duty to take care of your own personal safety, that of your colleagues, and that of visitors, customers and contractors. You must co-operate fully in carrying out health and safety policies, procedures and instructions, and to comply absolutely with legal requirements.

### **19.2 Accident Prevention**

It is your duty to minimise the possibility of accidents. Safety rules and instructions must be followed. You should inform your Director or HR Administrator immediately if you believe a process or practice is unsafe. Careless, boisterous or reckless behaviour is a serious disciplinary offence.

### **19.3 Accidents at Work**

If you have an accident or are injured at work, then no matter how small the injury, or how trivial the incident seems to you, you must tell your HR Administrator. All accidents must be documented in the Accident Book which is located with the First Aid Box. We have a qualified First Aider who can administer basic first aid and the first aid box is located in the kitchen on the ground floor of each building.

### **19.4 Fire & Emergencies**

You must ensure that you know what to do in the event of fire or other emergency. You should familiarise yourself with notices posted around the building, location of fire alarm points, the sound of alarms and what they mean, extinguishers, exits and assembly points. If the building has to be evacuated, do so in an orderly manner, using the stairs and wait at the assembly point across the road from the building at the 'no right hand turn' sign for further instruction. Assist fire wardens to determine who might be left in the building. The fire alarm is tested weekly at times advised periodically.

### **19.5 Medical assessment**

All employees are required to complete a medical assessment questionnaire when joining the organisation.

### **19.6 Smoking**

In order to enable colleagues to work in a smoke-free environment and to comply with current legislation the Company's premises are designated "no smoking". Smoking is prohibited in all areas of the office at all times, including the area immediately outside the entrance to the premises. Cigarette ends must be completely extinguished and placed in the container attached to the building. It is the responsibility of users to empty the contents when necessary.

The Company's prohibition on smoking applies not only to employees but also to visitors to the workplace, including clients and customers.

If you wish to smoke, breaks should be kept to a minimum and operational cover must always be maintained in your department.

Employees must comply with local policies when visiting customer/client sites.

## **Electronic cigarettes**

The Company acknowledges that some employees may wish to make use of electronic cigarettes ('e-cigarettes') in the workplace, particularly as an aid to giving up smoking. E-cigarettes are battery-powered products that release a visible vapour that contains liquid nicotine that is inhaled by the user.

Although they fall outside the scope of smoke-free legislation, the Company prohibits the use of e-cigarettes in the workplace. The organisation's rationale for a ban on e-cigarettes is that:

1. although they do not produce smoke, e-cigarettes produce a vapour that could provide an annoyance or health risk to other employees;
2. some e-cigarette models can, particularly from a distance, look like real cigarettes, making a smoking ban difficult to police, and creating an impression that it is acceptable to smoke.

Therefore the same restrictions apply with e-cigarettes as with normal tobacco products. These products can only be used outside the office buildings.

Failure to comply with the above rules is a disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure. Where the smoking creates a clear health and safety hazard, then such behaviour constitutes potential gross misconduct and could render the employee liable to summary dismissal.

## **19.7 Alcohol & Drugs**

Alcohol or drug misuse or abuse can be a serious problem within the workplace. Employees who drink excessively or take unlawful drugs are more likely to work inefficiently, be absent from work, have work-related accidents and endanger their colleagues. The Company has a duty to protect the health, safety and welfare of all its employees. However, the Company recognises that, for a number of reasons, employees could develop alcohol or drug related problems. In relation to drugs, these rules apply to those that are unlawful under the criminal law and not to prescribed medication. These provisions aim to promote a responsible attitude to drink and drugs and to offer assistance to employees who may need it.

### **Advice and counselling**

It is the Company's intention to deal constructively and sympathetically with an employee's alcohol or drug related problems, such as alcohol or drug dependency. When it is known that an employee has an alcohol or drug problem, his/her line manager or the person responsible for HR may be able to provide advice and guidance on how to seek suitable treatment. The primary objective of any discussions will be to assist you with the problem in as compassionate and constructive a way as possible. Any discussions of the nature of your alcohol or drug problems and the record of any treatment will be strictly confidential unless you agree otherwise.

If you have an alcohol or drug problem, you should always seek appropriate help. If you have an alcohol or drug problem which affects your conduct or performance at work and you refuse the opportunity to receive help, the matter will be referred for action under the Company's disciplinary procedure as appropriate. Likewise, if after accepting counselling and assistance, and following review and evaluation, your conduct or work performance is affected or impaired, the matter may also be dealt with through the disciplinary procedure.

### **Prohibition on alcohol and drug consumption in the workplace**

Although on occasion the Company may provide alcohol for employees to consume on the premises at Company organised events/celebrations etc, it is forbidden under normal circumstances to bring alcohol or recreational drugs onto the premises.

If you are representing the Company at business/client functions or conferences or attending Company organised social events outside normal working hours you are expected to be moderate if drinking alcohol and to take specific action to ensure you are well within the legal limits if you are driving. You are expressly prohibited from taking drugs on these occasions (see the section on Conduct on Company Business for more information).

Social drinking after normal working hours and away from the Company's premises is, of course, generally a personal matter and does not directly concern the Company. The Company's concern only arises when, because of the pattern or amount of drink involved, the attendance, work performance or conduct at work deteriorates or if the reputation of the Company is brought into disrepute as a result of such actions.

A breach of these provisions is a disciplinary offence and will be dealt with in accordance with the Company's disciplinary procedure. Depending on the seriousness of the offence, it may amount to potential gross misconduct and could result in summary dismissal.

### **Alcohol and drug related misconduct**

Whilst these rules are aimed at assisting employees with alcohol or drug problems, action will nevertheless be taken under the Company's disciplinary procedure if misconduct takes place at work as a result of drinking or taking drugs, or if an employee is found to be under the influence of alcohol or drugs whilst at work. Even a small amount of alcohol can affect work performance and, if an employee is found under the influence of alcohol whilst at work, there could be serious health and safety consequences. The same applies to being under the influence of drugs. Serious incapacity or misconduct caused by an excess of alcohol or drugs at work is a potential gross misconduct offence under the Company's disciplinary procedure and the employee is therefore liable to be summarily dismissed. This also applies to any employee believed to be buying or selling drugs or in possession of or taking drugs on the Company's premises.

The Company reserves the right in any of these circumstances to arrange for the employee to be escorted from the Company's premises immediately and sent home without pay for the rest of the day.

### **Alcohol and drug testing**

On the grounds of protecting health and safety and only where necessary to achieve a legitimate business aim, the Company reserves the right to carry out random alcohol and drug screening tests on those employees in the workplace whose activities and job duties have a significant impact on the health and safety of others.

If an employee receives a positive test result, this will be viewed as a potential gross misconduct offence and renders the employee liable to summary dismissal in accordance with the Company's disciplinary procedure. Unreasonable refusal to submit to an alcohol or drug screening test will also be dealt with through the Company's disciplinary procedure.

For further information please refer to the Company Health and Safety Policy which is available on Simply Personnel.

## **20 Dress & Appearance**

The Company wishes to portray a professional business image to its clients and customers.

All employees are required to be neat, clean, well-groomed and presentable whilst at work, whether working on the Company's premises or elsewhere on Company business.

1. you should wear smart business attire
2. hair should be kept neat and well-groomed

3. facial piercings should be removed
4. tattoos should be kept covered where possible

If you fail to comply with the above rules, depending on the circumstances of the case, you may be required to go home and change your clothing. If this happens, you have no right to be paid for the period of your absence from work. Repeated contraventions may be dealt with in accordance with the Disciplinary Procedure.

Finally, the Company accepts that members of certain ethnic or religious groups are subject to strict religious or cultural requirements in terms of their clothing and appearance. Subject to necessary health and safety requirements, the Company will not insist on dress rules which run counter to the cultural norms of such employees.

## **21 Communication**

### **21.1 Notices and instructions**

Your Director is the first point of contact if you need advice or guidance and generally will be the person who communicates policy issues to you. Please observe this “chain of command” as a courtesy so that he or she is kept fully informed. For instance, if you hear a rumour which affects you or the business, please tell your Director. Please do not let this affect friendly, informal contact with anyone in the business.

You should read and take account of Company notices & instructions as displayed on notice boards, by electronic mail, or given individually. You should pay particular attention to instructions on health & safety, security and standards or procedures associated with your work. Ignorance of guidelines so published is not an excuse.

Social notices may be communicated by email. Notices for third party commercial gain are not allowed.

### **21.2 Help and Advice**

If you are concerned or worried about some aspect of your employment with the Company you should seek advice. Your manager should be the first person to speak with, particularly if it is a work related matter. If the matter is of a personal nature or if your grievance is about your line manager, you may prefer to discuss it in confidence with the HR Administrator. Further details of the grievance procedure are contained in this handbook.

### **21.3 Speaking to the press/media**

Only the managing Director may act as a spokesperson publicly. Please be careful what you say on or off-site. Members of the press are adept at obtaining potentially embarrassing quotes. Be on your guard and report any such incidents to your manager and pass calls from members of the press without comment to the Managing Director.

### **21.4 Careless talk; confidentiality**

Throughout your employment with the Company you may be exposed to confidential data such as (but not limited to): salaries, offer letters, references, employees’ personnel files, reports carrying commercially sensitive information, customers’ and employees’ personal details, confidential e-mails, salary planning data and other privileged information.

The Company has a duty of confidentiality to its employees; it is a criminal offence to negligently breach confidentiality. We also have a duty to protect the Company’s sensitive information and Intellectual Property, if this was leaked into the public domain, our competitive position could be damaged. In the course of your work, you will see such data. You must:

1. Lock it away, out of sight in an appropriate place when not actually being used

2. Not leave it unattended (whether on your desk or computer screen). Do not rely on colleagues' presence – they may leave their desk too.
3. Behave as if you have not seen the information after you've done your work
4. Not discuss it with others, except professionally and then with caution – in a private environment where you cannot be overheard.
5. Never use data to your own ends e.g. in negotiating your own pay and rewards.
6. Never take data off Source Group/client site without your Line Manager's permission.

You are required to respect confidentiality, to deliberately reveal confidential data is considered to be gross misconduct and it is negligent. Some contacts will "test rumours" on you. You must react neutrally and try to establish the source of the misinformation (or accurate data!). If in doubt, err on the side of caution – e.g. password the document; do not say anything; lock up the data. Double check before going home – don't rely on others. This means securing your computer terminal, too. Please lock your screen leaving your workstation.

Occasionally, people will try to extract information from you by using clever techniques. Commercial information is valuable, must not be divulged and you should adhere to the following at all times;

1. Before answering questions, know whom you're talking to and make a note. Take charge of the call. Ask their name, organisation & phone number. If you're suspicious, call them back. Check the organisation's number using an on-line telephone directory.
2. Never give away information that could be useful to a competitor. Things like customer names, the quantity of customers and Contractors & Consultants, suppliers etc we have, commission details, our growth plans, how much money we're making/banking, and anything strategic must NOT be given out.
3. Don't be tricked into "confirming a rumour". (eg xxx told me Source Group is going into Iceland – will you be involved?) Whether we are going into Iceland or not, don't confirm or deny! Such information could be priceless to a competitor.
4. Never give out other people's personal information – their personal mobile phone number, for instance. Individual employees may give out their own. You may give out email, DDI number; fax and other business contact information once you've checked who's calling and why.
5. Any requests for employment references must be passed to HR for completion. You must never provide information about employees verbally.
6. Our internal phone list is valuable too; please don't let anyone have a copy.
7. Don't tell anyone who our suppliers are, give out details of our contracts etc.
8. Any enquiries from the press or media should be passed without any comment whatsoever to the Managing Director.
9. Your salary and benefits details are confidential. You must never discuss them outside your immediate family except with the Managing Director, the Group Financial Controller or HR Administrator

## **22 Electronic Communications**

### **22.1 Computer Facilities - Use Of Computer Systems**

Company resources are provided for business use only unless otherwise stated in this policy.

In order to maintain the confidentiality of information held on or transferred via the Company's facilities, security measures are in place and must be followed at all times. A log-on ID and password is required for access to the Company's network. Despite your use of a password, the Company reserves the right to override your password and obtain access to any part of the facilities. You are responsible for keeping your password secure. You must not give it to anyone, including colleagues, except as expressly authorised by the Company.

In order to ensure proper use of computers, you must adhere to the following practices:

1. anti-virus software must be kept running at all times
2. obvious passwords such as birthdays and spouse names etc must be avoided. The most secure passwords are random combinations of letters and numbers. Passwords must be changed every 60 days and you will be prompted to change it as this date approaches.
3. when you are sending data or software to an external party by CD always ensure that the disk has been checked for viruses before sending it.
4. all files must be stored on the network drive which is backed up daily to avoid loss of information
5. always log off the network before leaving your computer for long periods of time or overnight. If you are away from your desk, lock your computer
6. before downloading any documents or information onto your computer you must satisfy yourself as far as you can that the source is authentic.

## **22.2 Email and internet usage**

All employees have access to email and the internet for exclusive use in connection with the Company's business and as part of the normal execution of their job duties. The purpose of these rules is to protect the Company's legal interests. Unregulated access increases the risk of employees inadvertently forming contracts through email and increases the opportunity for wrongful disclosure of confidential information and trade secrets. In addition, carelessly worded e-mail can expose the Company to an action for libel.

Employees are not permitted to surf the Internet or to spend time "chatting" by email for personal and private purposes during their normal working hours. Employees are also prohibited from using email to circulate any non-business material. Not only does excessive time spent online lead to loss of productivity and constitute an unauthorised use of the Company's time, sexist, racist or other offensive remarks, pictures or jokes sent by e-mail are capable of amounting to unlawful harassment. Employees who are discovered contravening these rules may face serious disciplinary action under the Company's disciplinary procedure. Depending on the seriousness of the offence, it may amount to gross misconduct and could result in the employee's summary dismissal.

Employees may use the Microsoft Lync server for internal communication or Skype if set up for business purposes.

Employees are permitted to surf the internet for personal purposes outside their normal working hours. The Company considers acceptable personal use of the internet to include activities such as personal online shopping, booking holidays and banking. It does not include visiting online gambling sites or participating in online gaming. Employees should note that any purchases or other transactions made online whilst at work are made entirely at their own risk. Employees must not use their work email address to make orders for personal goods and services.

Employees are not permitted to log on to eBay, social networking and video sharing websites such as Facebook, MySpace, Twitter and YouTube or use the Company's IT systems to keep a personal weblog ("blog") at any time unless it has been set up for business reasons.

Logging on to sexually explicit websites or the downloading and/or circulation of pornography or other grossly offensive, illegal or obscene material or using the internet for gambling or illegal activities constitutes gross misconduct and could render the employee liable to summary dismissal under the Company's disciplinary procedure. This applies both during and outside of core business hours. "Rogue" websites exist that appear harmless but instead direct the user automatically to another website that may contain inappropriate material. If this occurs, please contact the IT Support team and Managing Director immediately.

## **22.3 Social networking and video sharing websites**

When logging on to and using social networking and video sharing websites and blogs for **personal use outside the workplace**, employees must not:

1. publicly identify themselves as working for the Company, make reference to the Company or provide information from which others can ascertain the name of the Company
2. conduct themselves in a way that is detrimental to the Company or brings the Company into disrepute
3. use their work e-mail address when registering on such sites except for business purposes
4. allow their interaction on these websites or blogs to damage working relationships between employees and clients of the Company
5. include personal information about the Company's employees, contractors, suppliers, customers or clients without their express consent (an employee may still be liable even if employees, contractors, suppliers, customers or clients are not expressly named in the websites or blogs as long as the Company reasonably believes they are identifiable)
6. make any derogatory, offensive, discriminatory or defamatory comments about the Company, its employees, contractors, suppliers, customers or clients (an employee may still be liable even if the Company, its employees, contractors, suppliers, customers or clients are not expressly named in the websites or blogs as long as the Company reasonably believes they are identifiable)
7. make any comments about the Company's employees that could constitute unlawful discrimination, harassment or bullying
8. disclose any trade secrets or confidential information belonging to the Company, its employees, contractors, suppliers, customers or clients or any information which could be used by one or more of the Company's competitors. Employees who are discovered contravening these rules, whether inside or outside the workplace, may face serious disciplinary action under the Company's disciplinary procedure. Depending on the seriousness of the offence, it may amount to gross misconduct and could result in the employee's summary dismissal.
9. You may use social media in connection with your role and you must adhere to any guidelines provided by the Managing Director in respect of authorised use.

#### **22.4 Downloading information from the Internet and file sharing**

Due to our faster computer networks, employees may be tempted to make illegal downloads of material that may be subject to copyright. This includes, but is not limited to music, film and business software. As this and any subsequent file sharing of this material constitutes an infringement of copyright, it is prohibited on any Company computer. This also applies to any download or dissemination of material made outside of normal working hours. Any breach is likely to lead to disciplinary action being taken. The Company also reserves the right to delete any illegal downloads without notification.

You may need to download documents and information from the internet in order to undertake your job duties. You should only download documents and information that you are sure about and which is required to fulfill the job duties you are undertaking. With the rapid spread of computer viruses via the internet, care should be taken when accessing websites that you are not familiar with or when downloading documents or information.

You must not download any programs from the internet without the prior approval of the Managing Director. Some websites require additional add-in software to display the page completely. These add-ins usually provide additional sound or visual effects. Under no circumstances should these be downloaded without the prior approval of the IT Support team.

#### **22.5 E-mail and Internet monitoring**

The Company reserves the right to monitor employees' internal and external e-mails and use of the internet, both during routine audits of the computer system and in specific cases where a problem relating to excessive or unauthorised use is suspected. The purposes for such monitoring are:

1. to promote productivity and efficiency
2. to ensure the security of the system and its effective operation
3. to ensure there is no unauthorised use of the Company's time, e.g. that an employee has not been

- using e-mail to send or receive an excessive number of personal communications
4. to ensure the smooth running of the business if the employee is absent for any reason and communications need to be checked
  5. to ensure that all employees are treated with respect and dignity at work, by discovering and eliminating any material that is capable of amounting to unlawful harassment
  6. to ensure that inappropriate websites are not being accessed by employees
  7. to ensure there is no breach of commercial confidentiality.

Communications of a sensitive or confidential nature should not be sent by e-mail because it is not guaranteed to be private. The general principle that should be applied is not to write anything that could cause embarrassment or offence if seen by others.

When monitoring emails, the Company will, except in exceptional circumstances, confine itself to looking at the address and heading of the emails. However, where circumstances warrant it, the Company may open emails and access the content. In this case, the Company will avoid, if possible, opening emails clearly marked as private or personal.

The Company reserves the right to restrict, deny or remove email or internet access to or from any employee.

#### **22.6 Reading and storing emails**

You must check your mailbox regularly during normal working hours. It is your responsibility to read and action any email you receive.

The email system is not to be used as a storage area. Unwanted messages should be deleted completely. Important information or files should be saved into your private or communal data areas or into email folders.

If you are going to be out of the office for a day or longer and as such you will be unable to check your email, you should switch on your "out of office assistant" message. Email received in your absence will not normally be read by other members of staff unless you have specifically requested a colleague to undertake this task. However, email may need to be checked by managers for business-related reasons when the employee is absent for any reason. It may therefore be unavoidable that some personal emails might be read in these circumstances.

#### **22.7 Email viruses and spam**

All incoming and outgoing external emails are checked for computer viruses and, if a virus is found, the message will be blocked. Emails may also be checked for other criteria, for example, having an attached image file or containing offensive or inappropriate material or including a "banned" word or from a "banned" user under the criteria in the Company's spam software which indicates the message is spam. Again, the email will be blocked. The Company reserves the right for the IT Support team to block and then read these messages to ascertain whether they are business-related.

If you receive an email or data file that is in a format or comes from a source that you do not recognise, do not open the item but contact the IT Support team immediately. Any executable (.exe) files received by email must be referred to the IT Support team for clearance before any other action is taken.

If you receive any unsolicited emails or spam that manages to bypass the Company's spam software, you must not respond in any way. Please forward the email to the IT Support team and they will add the sender to the list of banned users. Some spam emails may offer the option to opt out of receiving them. Be aware that this is sometimes used as a way by unscrupulous spammers of validating a live email address.

#### **22.8 Laptop Computers**

At various times during your employment with the Company, you may use a laptop. These computers, along with related equipment and software are subject to all of the Company's policies and guidelines governing



non-portable computers and software. However, use of a laptop creates additional issues and responsibilities especially in respect of potential breaches of confidentiality. When using a laptop: you are responsible for all equipment and software until you return it. The laptop must be kept secure at all times, never leave a laptop unattended in a car overnight. If you are staying in a hotel ensure it is locked in your hotel room preferably out of sight. Never leave a laptop or other equipment unattended on public transport.

1. you are the only person authorised to use the equipment and software issued to you
2. all data kept on the laptop must be backed up regularly in order to protect data against theft or mechanical failure or corruption
3. you must password protect confidential data on a USB or on the hard drive to protect against theft
4. if you discover any mechanical, electronic, or software defects or malfunctions, you should immediately bring such defects or malfunctions to the attention of the Infrastructure Services Manager
5. upon the request of the Company at any time, for any reason, you will immediately return any laptop, equipment and all software to the Company
6. if you are using your own laptop to connect with the Company's network or to transfer data between the laptop and any of the Company's computers you must ensure that you have obtained prior consent, and ensure that any data downloaded or uploaded is free from viruses.
7. The company reserves the right to check personal laptops to ensure that the security of company data is never compromised.
8. BYOD as there is an increasing trend towards employees using their own devices to undertake Company business the use of any such device must be authorised by the Infrastructure Services Manager and you will be required to comply with the aspects of this policy which apply to your devices.

## **22.9 Use of portable storage devices**

Some employees may be provided with portable storage devices, such as memory sticks or external hard drives. Whilst they are provided so as to allow for the copying and transferring of files and images between a desktop and laptop, their small size and storage capacity makes them vulnerable to misuse and loss. For this reason, any employee issued with any device capable of holding data must not transfer any data to a third party computer (including home computers) without express permission of a Director. The transfer of data may be required when working at client sites to enable work to be undertaken however any employee who transfers files to a third party without permission is likely to be subject to disciplinary action. In the event that this involves the deliberate transfer of sensitive commercial information to a competitor it is likely to be treated as gross misconduct.

Contravention of this policy

Failure to comply with any of the requirements of this policy is a disciplinary offence and may result in disciplinary action being taken under the Company's disciplinary procedure. Depending on the seriousness of the offence, it may amount to gross misconduct and could result in the employee's summary dismissal.

## **23 Telephone Policy**

### **23.1 Telephone**

The Company's telephone lines are for the exclusive use by employees in connection with the Company's business. Whilst the Company will allow essential personal telephone calls concerning an employee's domestic arrangements, excessive use of the telephone for personal calls is prohibited. This includes lengthy, casual chats and calls at premium rates. Not only does excessive time engaged on personal telephone calls lead to loss of productivity, it also constitutes an unauthorised use of the Company's time. If the Company discovers that the

telephone has been used excessively for personal calls, this will be dealt with under the Company's disciplinary procedure and the employee will also be required to pay the Company the cost of the personal calls made.

### **23.2 Telephone monitoring**

An itemised call log is maintained and retained of all external calls made and received on the Company's telephone network. This may include details of the external caller's number and the date, time and duration of the call.

Employees should also be aware that voicemail messages may be checked by managers for business calls when they are absent for any reason. It may therefore be unavoidable that some personal messages might be heard in these circumstances.

### **23.3 Personal Mobile phones**

Whilst the Company will allow the use of employees' own mobile phones for essential personal calls during normal working hours, excessive use for personal calls is prohibited. Also prohibited are lengthy calls, casual chats, text messaging, e-mailing, web browsing and the taking of video and/or still images (if your phone is so enabled). Your mobile phone should be set to a silent ring during normal working hours.

### **23.4 Contravention of this policy**

Failure to comply with any of the requirements of this policy is a disciplinary offence and may result in disciplinary action being taken under the Company's disciplinary procedure.

### **23.5 Office Telephones**

#### **23.5.1 Main number calls, incoming, day**

It is Company policy to provide a responsive, professional response on every occasion. All calls must be answered within 3 rings and be transferred to the requested person.

Where appropriate you should give your DDI to people you deal with on a regular basis.

#### **23.5.2 Messages, group pick-up**

If you take a message for a colleague always use the 'Call Minder' format to email the name and telephone number of caller, the date and time they called and indicate any urgency or need to respond within any given time. But please don't commit your colleagues to respond at any particular time as they may be working on other priorities.

#### **23.5.3 Voicemail**

All telephones have a voicemail facility. Please discuss with your line manager the telephone protocol for your department as this will vary across the business.

#### **23.5.4 Company Mobile Phones**

If you have a Company mobile phone:

1. read the handbook provided with the phone
2. your phone will be set with a keypad lock which will require a PIN to operate it.
3. set up a personalised voice mail and keep it polite and relevant.
4. set up Call Waiting
5. keep the phone with you and switched on
6. ensure it is fully charged during business hours
7. enable 'silent' mode, if you are in a meeting
8. don't use phone when driving; find a safe place to stop unless you have a hands free Bluetooth connection

9. if you lose your phone, report it immediately to the Managing Director.
10. do not set up any chargeable services without a PO authority
11. use it to call colleagues who also have Company mobile phones as calls are free between Company mobiles.
12. Whilst the phone is provided primarily for business use, some personal use is also permitted. Mobile phone usage is monitored on a regular basis and any excessive use will be highlighted and discussed with individual employees. The mobile phone and telephone number will remain the property of the Company at all times.
13. If you are using the phone for personal use you will be personally liable for any calls to premium rate numbers, premium rate text messages, app purchases and 'in app purchases'. Please refer to the Deductions clause in your Statement of main Terms and Conditions.

## 24 Data Protection

### 24.1 Principles

In order to operate effectively and fulfil its legal obligations, the Company needs to collect, maintain and use certain personal information about current, past and prospective employees, customers, suppliers and other individuals with whom it has dealings. All such personal information, whether held on computer, paper or other media, will be obtained, handled, processed, transported and stored lawfully and correctly, in accordance with the safeguards contained in the Data Protection Act 1998 (DPA).

The Company is committed to the eight principles of data protection as detailed in the DPA. These principles require that personal information must:

1. be fairly and lawfully processed and not processed unless specific conditions are met;
2. be obtained for one or more specified, lawful purposes and not processed in any manner incompatible with those purposes;
3. be adequate, relevant and not excessive for those purposes;
4. be accurate and, where necessary, kept up to date;
5. not be kept for longer than is necessary;
6. be processed in accordance with the data subject's rights under the DPA;
7. be kept secure from unauthorised or unlawful processing and protected against accidental loss, destruction or damage;
8. not be transferred to countries outside the European Economic Area (EEA) unless the country or territory ensures adequate protection for the rights and freedoms of the data subjects.

### 24.2 Compliance

In order to comply with the data protection principles, the Company will:

1. observe fully all conditions regarding the fair collection and use of personal information;
2. meet its legal obligations to specify the purpose for which information is used;
3. collect and process appropriate personal information only to the extent that it is needed to fulfil operational needs or to comply with legal obligations;
4. ensure the quality of the personal information used;
5. apply strict checks to determine the length of time personal information is held;
6. ensure that individuals about whom information is held are able to exercise their rights under the DPA, including the right to be informed that processing is taking place, the right of access to their own personal information, the right to prevent processing in certain circumstances and the right to correct, rectify, block or erase incorrect information;
7. take appropriate technical and organisational security measures to safeguard personal information;
8. ensure that personal information is not transferred outside the EEA without suitable safeguards.

### **24.3 Responsibilities**

1. Overall responsibility for ensuring that the Company complies with its data protection obligations rests with the Managing Director.
2. It is the responsibility of all employees to ensure that personal information provided to the Company, for example current address, is accurate and up to date. To this end employees are required to inform the Company immediately when changes occur.
3. Employees whose role involves the collection, maintenance and processing of personal information about other employees, customers, suppliers or any other individuals with whom the Company has dealings are responsible for following the Company's rules on good data protection practice as notified from time to time by their line manager.

### **24.4 Information about employees**

The Company holds the following personal information about its employees for payroll and administrative purposes; name, address, salary, bank details, National Insurance number, copies of passport/driving licence and next of kin details.

We also hold the following sensitive personal information about employees: medical questionnaires, appraisal/review documentation, CV's, references and associated documents retained on personnel files which are held in a secure area.

### **24.5 Access to information**

Anyone who is the subject of personal information held by the Company has the right to make a subject access request. Employees who wish to exercise this right should contact the HR Administrator. If, as the result of a subject access request, any personal information is found to be incorrect it will be amended. The Company will deal promptly with subject access requests and will normally respond within 5 days. If there is a reason for delay, the person making the request will be informed accordingly.

### **24.6 Breach of the policy**

Breach of this policy will be regarded as a disciplinary offence and will be dealt with under the Company's disciplinary procedure.

Employees who consider that there has been a breach of this policy in relation to personal information about them held by the Company should raise the matter via the Company's grievance procedure.

### **24.7 Personal Details**

All employees' personal details are confidential and must not be revealed to anyone outside the Company. For example, a caller claiming to be your colleague's mother must not be given any personal information (especially home phone number, or address details) regardless of the circumstances. If they claim to be in distress, pass the call to your manager or to the HR Administrator.

Employees must inform the Company of any change of name, address, telephone numbers and next of kin contact details so that we can maintain accurate records and make contact with them in an emergency, if necessary outside of normal working hours. You must also advise us of any change to your bank details to ensure your salary is paid into your account. You will be liable for all costs and damages as a consequence of failure to inform the Company. Any such changes must be notified via Simply Personnel.

By your acceptance of our offer of employment you declare that you have the right to live and work in the UK/EC and have and do not need to obtain a work permit as defined in the Immigration & Asylum Act 1996. The Company will require you to produce documentary evidence of this, if these circumstances change inform the company immediately. Failure to provide evidence of your right to work in the UK/EC will result in the withdrawal of the job offer.

## 25 Security

### 25.1 Company property

You should take all reasonable steps to protect Company property and to avoid misuse or waste of resources. All equipment allocated to you remains the property of the Company and may not be removed from Company premises unless business requires it and you have appropriate authorisation to do so.

### 25.2 Right of search

To safeguard Company and employee's property the Company reserves the right to search employees and their property including cars whilst they are on Company premises. We would ask all employees to co-operate in this matter should it be necessary. These searches are random and do not imply suspicion in relation to any individual.

If employees should be required to submit to a search they are entitled to have a third party present. Searches will be conducted by a manager or director. A refusal to be searched may result in disciplinary action. The Company also reserves the right to ask for proof of ownership of any items found during a search.

The Company reserves the right to call the police at any stage.

### 25.3 Visitors

The general principle is that visitors must be supervised at all times. If you see strangers, you should challenge them politely and take them to the person who should be accompanying them. Please notify the Admin Office of visitors in advance of their arrival. They must report to the Admin Office, where they will be required to sign in the 'Visitors Book' and will be issued with a 'Visitor Car Parking Pass' if applicable. They must all be over 16 years of age except when part of a school's work experience programme and where special insurance arrangements have been made. Please don't assume someone else will take over responsibility for visitors – hand them over proactively yourself.

### 25.4 Personal Property

Use of Company facilities, such as desk drawers and cloakrooms are at your own risk. The Company does not accept liability for loss or damage to your personal property. You are advised not to bring valuable personal property onto Company premises. The Company does not insure personal property.

### 25.5 Doors

You must carry your Access Card at all times – this allows you access into and within Company buildings

1. look after your Access Card and door key (if applicable)
2. always carry your Access Card and door key (if applicable) with you in the office to avoid disruption to colleagues.
3. never wedge doors open when they are unattended.
4. return your Access Card and door key (if applicable) upon termination of employment.
5. never make a copy of door keys, for any reason.

If you lose your Access Card or door key you will be asked to pay for its replacement. By your acceptance you grant the Company the right to deduct reasonable sums from your salary in this regard.

### 25.6 End of day security

Ensure that if you are not a main key holder that you are never the last person in the office.

If you are the last person to leave your department / floor ensure

1. All electrical equipment is turned off (where appropriate)

2. All windows in the offices are closed
3. All desktop PC's are turned off, including monitors
4. All screens are switched off in the meeting rooms
5. All heating or air conditioning equipment etc is checked and turned off
6. The office and desks are left tidy
7. All lights are turned off

### **Main key holders**

In addition to the above you must ensure the Select office door is locked if you are the last to leave.

## **26 Disciplinary Procedure**

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

*This disciplinary procedure is **entirely non-contractual** and does not form part of your contract of employment.*

Minor faults will be dealt with informally through counselling and training. However, in cases where informal discussion with the employee does not lead to an improvement in conduct or performance or where the matter is considered to be too serious to be classed as minor the following disciplinary procedure will be used. At all stages of the procedure, an investigation will be carried out.

### **26.1 Serious Misconduct**

Offences under this heading are serious enough to warrant formal written warnings, depending on the nature of the offence this may either be a First Written warning or a Final Written Warning. Examples of serious misconduct include:

1. Failure to comply with the general health and safety procedures
2. Smoking on the premises
3. Consumption of alcohol on the premises without permission
4. Unsatisfactory standards of work
5. Rudeness towards customers, employees, members of the public, objectionable or insulting behaviour, bullying, harassment or bad language
6. Unauthorised use of e-mail or the internet
7. Failure to carry out reasonable instructions or to follow Company rules or procedures
8. Persistent poor timekeeping or attendance
9. Unauthorised or negligent damage or loss of Source Group property.

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

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

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

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

#### **26.1.1 Stage 1: Written warning**

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

#### **26.1.2 Stage 2: Final written warning**

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

#### **26.1.3 Stage 3: Dismissal**

Failure to meet the requirements set out in the final written warning will normally lead to dismissal with appropriate notice. A decision of this kind will only be made after the fullest possible investigation. Dismissal can be authorised only by the Managing Director. The employee will be informed of the reasons for dismissal, the appropriate period of notice, the date on which his or her employment will terminate and how the employee can appeal against the dismissal decision.

### **26.2 Gross misconduct**

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

1. any breach of the criminal law, such as theft and unauthorised possession of Company property, fraud, deliberate falsification of records or any other form of dishonesty
2. misappropriation of Company resources
3. wilfully causing harm or injury to another employee, physical violence, bullying or grossly offensive behaviour
4. deliberately causing damage to the Company's property, or to property belonging to another employee, client, customer or visitor

5. causing loss, damage or injury through serious carelessness or gross negligence
6. wilful refusal to obey a reasonable management instruction or serious insubordination
7. incapacity at work through an excess of alcohol or drugs, whether consumed on or off the premises but which affects the employee's ability to carry out their duties
8. a serious breach of health and safety rules
9. harassing, bullying or victimising another employee on the grounds of race, colour, ethnic origin, nationality, national origin, religion or belief, sex, sexual orientation, gender reassignment, marital or civil partnership status, age and/or disability
10. a serious breach of confidentiality, including unauthorised access of computer and personnel records and communicating confidential information to third parties
11. knowingly breaking a legal requirement in connection with employment

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

### **26.3 Suspension**

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

In addition to suspension in these circumstances, you may also be suspended on full basic pay where your line manager has reasonable concerns about your suitability and/or ability to carry out your job duties on health grounds and, as a result, he or she would like to obtain a medical report on your current state of health or medical confirmation that you are fit to continue working in your job role. The Company owes all of its employees a duty to take care of their health and safety whilst they are at work and therefore any suspension of this nature will be a neutral act and a temporary measure to protect your health and safety and/or the health and safety of others in the workplace.

### **26.4 Appeals**

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

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

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

### **26.5 Employees with short service**

This disciplinary procedure does not apply to any employee who has been employed by the Company for less than two years

## **27 Capability Procedure**

The primary aim of this procedure is to provide a framework within which the Company can work with employees to maintain satisfactory performance standards and to encourage improved performance where necessary. The Company recognises the difference between a deliberate or careless failure on the part of an employee to perform to the standards of which they are capable (in which case the Company will use the disciplinary procedure) and a case of incapability, where the employee is lacking in knowledge, skill or ability and so cannot perform to the standard required (in which case the Company will use this capability procedure in an attempt to improve the employee's performance).



The Company also recognises that during an employee's employment capability to carry out their duties may deteriorate. This can be for a number of reasons; the most common ones being that either the job changes over a period of time and the employee fails to keep pace with the changes or the employee changes and can no longer cope with the work (eg as a result of ill-health).

***This Capability Procedure is entirely non-contractual.***

Minor capability issues will be dealt with informally through counselling and training. Informal discussions may be held with a view to clarifying the required work standards and the level of performance expected of the employee, identifying areas of concern, establishing the likely causes of poor performance, identifying any training or supervision needs, setting targets for improvement and agreeing a time-scale for review. However, in cases where informal discussion with the employee does not lead to a satisfactory improvement in performance, or where the performance issues are more serious, the following capability procedure will be used. At all stages of the procedure, an investigation will be carried out.

At all stages the Company will give consideration to whether the unsatisfactory performance is related to a disability and, if so, whether there are any reasonable adjustments that could be made to the requirements of the employee's job or other aspects of the working arrangements.

The Company will notify the employee in writing of the concerns over performance and will invite the employee to a performance review meeting to discuss the matter. The Company will provide sufficient information about the poor performance and its possible consequences to enable the employee to prepare to answer the case. This will include the provision of copies of written evidence where appropriate.

Having given the employee reasonable time to prepare their case, a formal capability meeting will then take place, conducted by a manager, at which the employee will be given the chance to state their case, accompanied if requested by a trade union official or a fellow employee of their choice. The employee must make every effort to attend the meeting.

The purposes of the performance review meeting include: to set out the required standards that the Company considers the employee has not met, to establish the likely causes of poor performance (including any reasons why any measures taken so far have not led to the required improvement) and to allow the employee the opportunity to explain the poor performance and to ask any relevant questions. Except in the case where dismissal is proposed, the purposes of the performance review meeting also include: to discuss measures, such as additional training or supervision, which may improve the employee's performance, to set targets for improvement and to set a reasonable timescale for review (reflecting the circumstances of the case). In a case where dismissal is proposed, the purposes of the performance review meeting also include: to establish whether there are any further steps that could reasonably be taken to rectify the employee's poor performance, to establish whether there is any reasonable likelihood of the required standards of performance being met within a reasonable time and to discuss whether there is any practical alternative to dismissal, such as redeployment to any suitable available job at the same or lower grade.

Following the performance review meeting, the Company will decide whether or not formal performance action is justified and, if so, the employee will be informed in writing of the Company's decision in accordance with the stages set out below and notified of their right to appeal against that decision.

**27.1 Stage 1: Performance warning**

The employee will be given a formal performance warning. This will set out the areas in which the employee has not met the required performance standards, targets for improvement, any measures, such as additional training or supervision, which will be taken with a view to improving the employee's performance, a timescale

for review and the likely consequences of failing to improve to the required standards within the review period. The performance warning will be recorded but nullified after six months, subject to satisfactory performance. The employee's performance will be monitored and, at the end of the review period, the Company will write to the employee to advise him or her of the next step. If the Company is satisfied with the employee's performance, no further action will be taken. If the Company is not satisfied with the employee's performance, the matter may be progressed to Stage 2 or, if the Company feels that there has been a substantial but insufficient improvement, the review period may be extended.

### **27.2 Stage 2: Final performance warning**

Failure to improve performance in response to the procedure so far, or a first instance of serious poor performance, will result in a final performance warning being issued. This will set out the areas in which the employee has still not met the required performance standards, targets for improvement, any further measures, such as additional training or supervision, which will be taken with a view to improving the employee's performance, a further timescale for review and the likely consequences of failing to improve to the required standards within the further review period, i.e. that dismissal will probably result. The final performance warning will be recorded but nullified after twelve months, subject to satisfactory performance.

The employee's performance will again be monitored and, at the end of the further review period, the Company will write to the employee to advise them of the next step. If the Company is satisfied with the employee's performance, no further action will be taken. If the Company is not satisfied with the employee's performance, the matter may be progressed to Stage 3 or, if the Company feels that there has been a substantial but insufficient improvement, the review period may be extended.

### **27.3 Stage 3: Dismissal**

Failure to improve performance in response to the procedure so far will normally lead to dismissal, with appropriate notice. The Company may first consider redeploying the employee with their agreement to another available job at the same or lower grade which is more suited to their abilities. A dismissal decision will only be made after the fullest possible investigation. Dismissal can be authorised only by a Director. The employee will be informed of the reasons for dismissal, the appropriate period of notice, the date on which their employment will terminate and how the employee can appeal against the dismissal decision.

### **27.4 Appeals**

An employee may appeal against any decision under this capability procedure, including dismissal, to a Director of the Company within five working days of the decision. Appeals should be made in writing and state the grounds for appeal. The employee will be invited to attend an appeal meeting chaired by a Director.

At the appeal meeting, the employee will again be given the chance to state their case and will have the right to be accompanied by a trade union official or a fellow employee of their choice.

Following the meeting, the employee will be informed in writing of the appeal decision. The Company's decision on an appeal will be final.

### **27.5 Employees with short service**

This capability procedure does not apply to any employee who has been employed by the Company for less than two years

## **28 Grievance Procedure**

The primary purpose of this grievance procedure is to enable staff to air any concerns that they may have about practices, policies or treatment from other individuals at work or from the Company, and to produce a speedy resolution where genuine problems exist. It is designed to help all employees to take the appropriate action, when they are experiencing difficulties, in an atmosphere of trust and collaboration.

Although it may not be possible to solve all problems to everyone's complete satisfaction, this policy forms an undertaking by the Company that it will deal objectively and constructively with all employee grievances, and that anyone who decides to use the procedure may do so with the confidence that their problem will be dealt with fairly.

This grievance procedure is not a substitute for good day-to-day communication in the Company where we encourage employees to discuss and resolve daily working issues in a supportive atmosphere. Many problems can be solved on an informal footing very satisfactorily if all employees are prepared to keep the channels of communication between themselves open and working well. This procedure is designed to deal with those issues that need to be approached on a more formal basis so that every route to a satisfactory solution can be explored and so that any decisions reached are binding and long lasting.

This grievance procedure is non-contractual and does not form part of an employee's contract of employment.

## **28.1 Procedure**

If you cannot settle your grievance informally, you should raise it formally. This procedure has been drawn up to establish the appropriate steps to be followed when pursuing and dealing with a formal grievance.

### **28.1.1 Stage 1**

In the event of your having a formal grievance relating to your employment you should, in the first instance, put your grievance in writing and address it to your line manager, making clear that you wish to raise a formal grievance under the terms of this procedure. Where your grievance is against your line manager, your complaint should be addressed to an alternative manager or to the human resources department. This grievance procedure will not be invoked unless you raise your grievance in accordance with these requirements.

A manager (who may not be the manager to whom your grievance was addressed) will then invite you to attend a grievance meeting to discuss your grievance and you have the right to be accompanied at this meeting by a trade union official or a fellow employee of your choice. Every effort will be made to convene the grievance meeting at a time which is convenient for you and your companion to attend. If this means that the meeting cannot be held within a reasonable period (usually within five working days of the original date set), we ask that you make arrangements with another companion who is available to attend. Any employee who is chosen to accompany another in a grievance hearing is entitled to take paid time off for this purpose.

You must make every effort to attend the grievance meeting.

At the meeting, you will be permitted to explain your grievance and how you think it should be resolved.

Following the meeting, the Company will endeavour to respond to your grievance as soon as possible and, in any case, within five working days of the grievance meeting. If it is not possible to respond within this time period, you will be given an explanation for the delay and be told when a response can be expected. You will be informed in writing of the Company's decision on the grievance and notified of your right to appeal against that decision if you are not satisfied with it.

### **28.1.2 Stage 2**

In the event that you feel your grievance has not been satisfactorily resolved, you may then appeal in writing to a Director of the Company within five working days of the grievance decision. You should also set out the grounds for your appeal.

On receipt of your appeal letter, a more senior manager or a Director (who again may not be the person to whom your appeal was addressed) shall make arrangements to hear your grievance at an appeal meeting and at this meeting you may again, if you wish, be accompanied by a trade union official or a fellow employee of your choice.

You must make every effort to attend the grievance appeal meeting.

Following the meeting, the Director will endeavour to respond to your grievance as soon as possible and, in any case, within five working days of the appeal hearing. If it is not possible to respond within this time period, you will be given an explanation for the delay and be told when a response can be expected. You will be informed in writing of the Company's decision on your grievance appeal.

This is the final stage of the grievance procedure and the Company's decision shall be final.

### **28.2 Disciplinary issues**

If your complaint relates to your dissatisfaction with a disciplinary, performance review or dismissal decision, you should not invoke the grievance procedure but should instead appeal against that decision in accordance with the appeal procedure with which you will have been provided.

## **29 Termination of Employment**

### **29.1 Absence during notice period**

1. If you are absent without leave and fail within a reasonable period to explain your absence and/or notify the Company following the procedures explained herein, the Company will be entitled to assume you have abandoned your post and to have resigned. In such a case, you will be paid only up to the date and time you last actually attended less any monies you may owe the Company. In these circumstances your employment will be terminated for reasons of incapability to carry out the terms of your contract, and issued by means of a letter sent to your last known address.
2. Taking unauthorised leave during your notice period is misconduct and may lead to disciplinary action.

### **29.2 Return of company Property**

On termination of your employment for any reason, you are required to deliver, to the Company, all documents, all physical property and all intellectual property relating to the Company and must not keep any copies of the same. If you fail to do this you agree that the Company may withhold reasonable sums to protect the Company from damages or replace the items not returned. You will be required to sign a Termination of Employment Agreement document confirming that you have conformed with the above, and you may be required to provide proof of having done so. To keep any Company property after termination is unlawful and failure to comply with the above may result in the Company seeking a criminal prosecution. Similarly, you must not delete or amend any Company data without your Manager's express consent.

### **29.3 Final Pay**

During the notice period only basic pay salary will be paid. You will cease to be eligible for any commission/bonus payments once you have tendered your resignation. Final payment will be received on the last working day of the month and P45 will be issued at the same time.

## **30 Redundancy**

### **29.1 Avoiding Redundancy**

Should circumstances arise where redundancy may be a possibility because fewer employees are needed to perform the Company's work, the first steps the Company will take will be to:

1. Reduce overtime to a workable minimum.
2. Restrict recruitment.
3. Investigate measures such as short-time working and/or lay-offs.

4. Investigate whether there are opportunities for redeployment to other departments within the Company.
5. Explore other methods by which desired cost cuts could be achieved.
6. Explore whether there are any other options available in order to avoid redundancy.

If redundancies cannot be avoided, the Company will give consideration to asking for volunteers for redundancy. Whilst the Company will aim to keep the number of compulsory redundancies to a minimum, the overriding consideration will always be the future needs of the Company's business.

If the need for compulsory redundancies arises, the selection of employees for redundancy will be made solely on the basis of objective criteria. Those criteria will then be fairly, reasonably and consistently applied to the affected employees. Marking will be conducted by at least two members of the Company's management team wherever this is possible within the Company.

The first issue the Company will consider is the relevant pool for selection. In most cases, the pool will comprise those employees working in the area of the Company's business where manning cuts are deemed by the Company to be necessary. The Company will consider not only the job descriptions of the potentially affected employees but also what functions they perform in practice.

Once the relevant pool for selection has been ascertained, the Company will then apply its chosen objective selection criteria. The selection criteria chosen will depend on the areas of the Company's business where manning cuts are necessary and the future needs of the Company's business. This means that if the Company applies particular selection criteria during one redundancy programme, this does not set a precedent for future redundancy programmes. The Company reserves the right to apply different selection criteria to each redundancy programme.

The chosen selection criteria will be capable of objective substantiation and verification by reference to evidence and data, such as personnel files, appraisal forms, skills audits, attendance records, time sheets and disciplinary records. In deciding which criteria will apply for a particular redundancy programme, the overriding consideration will always be the future needs of the Company's business. This means that a particular criterion may carry more weight than another criterion, even though both criteria may be applied.

The type of selection criteria that may be applied are:-

1. Relevant knowledge and skills
2. Relevant Qualifications
3. Job Performance
4. Achievement of targets
5. Geographical Location
6. Flexibility including the ability to transfer to a new location and or a different job
7. Disciplinary record
8. Attendance record (excluding absences relating to maternity leave, pregnancy related illnesses and disabilities)
9. Timekeeping record
10. length of service with the Company

In deciding which criteria will apply for a particular redundancy programme, the overriding consideration will always be the future needs of the Company's business. This means that a particular criterion may carry more weight than another criterion, even though both criteria may be applied.

Where an employee in the pool for selection suffers from disabilities, the Company will ensure that they are not put at any disadvantage on account of the application of the selection criteria. The Company will accordingly make reasonable adjustments to the selection procedure to remove any disadvantage that the disabled employee may otherwise have.

There will be full consultation with employees throughout the redundancy selection process. Employees will be notified in writing at the earliest possible opportunity of the reasons for the potential redundancy situation and of the Company's proposals.

### **29.2 Redundancy Pay**

Redundant employees who have a minimum of two years' continuous employment with the Company will be entitled to be paid statutory redundancy pay, which is calculated according to the employee's age, length of service and gross weekly pay subject to a statutory maximum.

### **29.3 Voluntary Redundancy**

If the Company asks for volunteers for redundancy, invitations will be offered to all employees whose jobs are at risk of redundancy. The opportunity to volunteer for redundancy will be available for a defined period only. Employees who choose to apply for voluntary redundancy are not guaranteed to have their application accepted. The Company has the absolute discretion to decide whether or not to accept an employee's application for voluntary redundancy. Where an employee's application is provisionally accepted, they will be notified of this in writing.

### **29.4 Exclusions**

Except in respect of any statutory collective consultation obligations on the Company, this redundancy policy does not apply to any employee who has been employed by the Company (a) for less than one year where that employee commenced employment with the Company on or before 5 April 2012, and (b) for less than two years where that employee commenced employment with the Company on or after 6 April 2012.

This redundancy policy has no contractual force and should be regarded as providing guidelines only.

## **31 Retirement**

### **31.1 Retirement date**

The Company does not operate a compulsory normal retirement age. Instead, it operates a flexible retirement policy that permits employees to voluntarily choose to retire at any time. Employees should advise their line manager as early as possible of their wishes in relation to retirement and they are required to give the period of notice of termination of their employment as set out in their contract of employment.