

Company Logo

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[Company]



Staff Handbook

Printed on: 05 May 2026

1. Introduction

Welcome to [Company] Staff Handbook

**Our aim in producing this document was to create a one-stop information point where you would be able to access all the information you are likely to need in relation to your employment with us.

The document gives an overview of the terms and conditions of your employment, and outlines what you can expect from us as your employer. In return we ask you for a high degree of commitment, dedication and loyalty to help us achieve the aims and objectives of the Company.

I hope you find this a useful guide during your employment with us. However if you are unable to find the answer to your question here, please feel free to contact your line manager who will certainly be able to find an answer for you.

Signed: _____

**Owner / Chairman / Managing Director / Chief Executive

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- the names and details of us as your employer and of you the employee;
- the date when your employment (and the period of continuous employment) began;
- duration and conditions of any probationary period;
- remuneration and the intervals at which it is to be paid;
- details of all remuneration or benefits (not just pay);
- hours of work and working pattern including any possible variations to this;
- holiday entitlement including holiday pay;
- details of other types of paid leave (e.g. maternity / paternity leave)
- entitlement to sick leave, including any entitlement to sick pay;
- pensions and pension schemes;
- the entitlement of employer and employee to notice of termination;
- job title (or a brief job description);
- where it is not permanent, the period for which your employment is expected to continue or, if it is for a fixed term, the date when it is to end.
- either the place of work or, if required to work in more than one location, an indication of this and of the employer's address; and
- details of the existence of any relevant collective agreements which directly affect the terms and conditions of your employment
- details of employment if expected to work outwith the UK
- details of any training entitlement provided by the employer and any part of that which the employee is required to complete (and any required but which the employer will not bear the cost)

Further detailed policies and procedures which may not be mentioned as part of this document, but which still form part of your conditions of employment with us can be accessed through your line manager. This handbook also summarises the main terms of your employment.

[Company] reserves the right to change its terms & conditions and employment policies from time to time. You will be notified at the earliest opportunity of these changes by way of general notice to all employees affected by the change. Where a contractual change in your terms and conditions of employment results in a change to your written statement of particulars of employment, we will give you a written statement of the change at the earliest opportunity.

d. Our Relocation Policy

Assistance with relocation expenses will be granted if we are satisfied that your relocation is required in order for you to undertake the duties of the post for which you have been employed. Eligibility and any sums paid are purely at the discretion of the **Chief Executive / Managing Director, and this is not a contractual right.

You will be required to sign a written undertaking to repay all or some of the expenses reimbursed if you leave within 24 months of receipt of these expenses.

e. Probation Periods

All new staff are subject to a probationary period of **5 months. An initial informal review will take place after **3 months with your line manager, with a formal review after **5 months. Your appointment will be confirmed on satisfactory completion of the **5 month period. During this probationary period you will be given appropriate support and development opportunity to help you reach the required standards. Failure to achieve the necessary standards is likely to mean termination of your contract with us. Extension of the probationary period with further support may, at the discretion of the Company, be granted to further assist you reach the required standards for your job role.

f. Your Attendance at Work

[Company] values good attendance at work and is committed to improving the general wellbeing of its employees to achieve this. Although we aim to secure regular attendance, we do not expect employees to attend when they are unwell.

i) Notification of Absence

Your line manager should be notified as early as possible if absence from work is anticipated for hospitalisation and other medical treatment.

If you are unable to attend work due to sickness or injury, your line manager must be notified by telephone before your normal start time or as soon thereafter as possible on the first day of absence, if possible indicating a date of return. Notification should be made by you personally unless impossible due to the nature of the illness where you should arrange for someone else to call on your behalf. During prolonged periods of absence, your manager should be kept informed of progress and an expected date of return.

Any employee who has been absent due to claimed sickness and is found not to have been genuinely ill will be subject to disciplinary action, which could include dismissal.

ii) Sickness Payments

if you are unable to work due to illness or injury, you are entitled to Statutory Sick Pay (SSP) from the first day of your sickness absence. There are no unpaid "waiting days," and eligibility is a day-one right for all employees, regardless of their earnings level. If your average weekly earnings are below the Lower Earnings Limit, you will receive a pro-rated SSP payment based on a percentage of your typical pay. To receive SSP, you must comply with the Company's notification and certification procedures outlined in this handbook. SSP is payable at the current statutory rate for a maximum of 28 weeks per period of incapacity.

From your first day of absence you will be required to complete a self-certification form available through your line manager on your return; if greater than 7 days you will require a statement of Fitness for Work from your G.P.

g. Hours of Work

Your normal hours and working pattern will be specified in your Statement of Terms and Conditions of Employment.

The full-time contracted hours for all posts within the organisation are **38 hours per week excluding daily meal breaks. A daily unpaid break of a minimum of 20 minutes must be taken if you work more than six hours daily. The timing of this will be agreed with you by your line manager.

[Company] reserves the right to vary your hours and pattern of working, following consultation and agreement with you.

Persistent poor timekeeping means that colleagues are put under pressure to cover your duties. This is not acceptable and will therefore be treated as a potential disciplinary offence under our disciplinary procedures.

h. Flexible Working

[Company] is committed to helping staff achieve a healthy work-life balance and will consider all requests to vary working hours or patterns. From your first day of employment, you have a statutory right to make a formal written request for flexible working.

You may make up to two such statutory requests in any 12-month period. While there is no automatic right to work flexibly, the Company will consider every request in a reasonable manner and will only refuse a request if there is a clear business reason for doing so.

Before any request is refused, we will consult with you to discuss your proposal and explore any potential alternatives. If a request is declined, we will provide a written explanation detailing which of the eight statutory business grounds applies and why the Company considers the refusal to be reasonable in the circumstances. A final decision, including any appeal, will be provided within two months of your request.

i. **Criminal Records Checks

Certain roles within the Company may require a criminal record check. Where a role is based in England or Wales, this will be conducted via the Disclosure and Barring Service (DBS). For roles based in Scotland, checks will be processed through Disclosure Scotland, and employees working in regulated roles with children or protected adults will be required to join (or maintain membership of) the Protecting Vulnerable Groups (PVG) Scheme.

We will discuss the specific level of check required with you prior to appointment. All checks are handled in compliance with the relevant local legislation (the Rehabilitation of Offenders Act 1974 or the Disclosure (Scotland) Act 2020) and data protection laws."

“...bringing alcohol or any unlawful drugs to the workplace, and / or imbibing them there is strictly prohibited...”

j. Conflict of Interest

You should not, directly or indirectly, engage in, or have any interest, financial or otherwise, in any other business enterprise which interferes or is likely to interfere with your independent exercise of judgement in [Company]’s best interest.

Generally a conflict of interests exists when an employee is involved in an activity:

- Which provides products or services directly to, or purchase products or services from [Company]
- Which subjects the employee to unreasonable time demands that prevent the employee from devoting proper attention to his or her responsibilities to [Company]
- Which is so operated that the employee’s involvement with the outside business activity will reflect adversely on [Company].

Should you be in doubt as to whether an activity involves a conflict, you should discuss the situation with your manager.

k. Standards of Performance and Behaviour at Work

i) Appearance

[Company] does not seek to inhibit individual choice in relation to your appearance. However, you are expected to dress appropriately at all times in relation to your role, and to ensure that your personal hygiene and grooming are properly attended to prior to presenting yourself at work.

**If we have supplied you with a uniform of other apparel, then you must wear this at all times when required to do so; it is your responsibility to ensure that this is clean and presentable.

**If your work brings you into contact with the general public then you must remove all visible piercings with the exception of a single set of earrings (or one single earring), and you must ensure your dress and grooming standards reflect the values of your employer.

If you have any queries about what is appropriate, these should be directed to your line manager.

ii) Company Premises

**You will be issued with an identity badge / appropriate PIN code allowing access to your workplace. This remains the property of [Company] and loss of your badge / PIN

code (or accidental disclosure to someone) must be reported immediately to your line manager.

****You must not bring any unauthorised person on to [Company] property without prior agreement from your line manager, unless you are authorised to do so as part of your job. In these circumstances you are responsible for ensuring that your visitors are appropriately monitored during their stay, and that they do not access areas or company property inappropriately.**

****You must not remove Company property from the organisation's premises unless prior authority from your line manager has been given.**

iii) Personal Property

Any personal property such as jewellery, cash, credit cards, clothes, cars, motorbikes or bicycles etc. left on [Company] premises is done so entirely at your own risk. You are strongly advised not to leave any valuables unattended, either on our premises, in our vehicles or in your own vehicle. [Company] does not accept liability for loss or damage to any personal property whatsoever.

iv) Telephones & Correspondence

Company telephone / mobile phone or postal facilities must not be used for private purposes without prior authorisation from your line manager. If, for any reason, personal use is made of these items then arrangements must be made to pay the cost price of all services used. Abuse of these facilities will be considered a potential disciplinary matter.

v) Smoking and Other Substances at Work

Legislation exist which makes it illegal to smoke in enclosed public spaces. Smoking (**including vaping) is therefore strictly prohibited on all Company premises (including entrances and exits) and vehicles.

****Outside areas have been identified for those who wish to smoke during their break-time. Should you wish to avail yourself of these facilities, please speak to your line manager.**

Bringing alcohol or any unlawful drugs to the workplace, and / or imbibing them there is strictly prohibited both during work time or during a period prior to work where the effects carry over to the workplace. Any such instances will be dealt with under the disciplinary procedure and may lead to your summary dismissal.

vi) Confidentiality

It is a condition of your employment that you have a duty of confidentiality with regards to [Company].

During your employment, you will have access to sensitive Company information, including trade secrets, financial data, and client information. You have a legal duty of

confidentiality to the Company and must not disclose any such confidential information to any third party, including the media or via social media, without prior authorisation.

A breach of this duty is considered gross misconduct and may lead to summary dismissal.

Exceptions and Whistleblowing: Nothing in this clause prevents you from making a 'protected disclosure' under the Employment Rights Act 1996 (as amended by the Employment Rights Act 2025). This includes reporting concerns regarding criminal activity, breaches of legal obligations, or incidents of sexual harassment to the relevant authorities, such as the Police, HMRC, or the Fair Work Agency. You are also entitled to discuss these matters with a legal advisor or your trade union representative.

vii) Computer, email and Internet use

Company IT facilities are provided for business use. While limited personal use of the internet is permitted during formal breaks, this must not interfere with your duties or the Company's network security.

In accordance with the 2026 Code of Practice, [Company] respects your "right to disconnect". You are not expected to monitor or respond to work-related emails, messages (including WhatsApp), or other digital communications outside of your agreed working hours. Managers will avoid contacting staff during rest periods unless there is a genuine emergency.

The Company reserves the right to conduct proportionate monitoring of its IT systems to ensure security, prevent harassment, and maintain productivity. Such monitoring is conducted in compliance with the UK GDPR/Data Protection Act 2018 (as amended by the 2025 Act).

You must not represent the Company on social media without authorisation. Accessing unsuitable material (e.g., pornographic or illegal content) remains a serious disciplinary offence which may result in dismissal.

To protect our systems, you must not load unauthorised software or connect unapproved hardware (such as USB keys) to Company equipment. All digital activity records are retained for six years for compliance and audit purposes by the Fair Work Agency.

**All staff must make themselves familiar with the Company's Internet & Email Policy available from your line manager.

“...In every
circumstance where a
gift is offered, the
advice of your line
manager must be
sought ...”

viii) Receipt of Gifts

Your working relationships may bring you into contact with outside organisations where it is normal business practice or social convention to offer hospitality, and sometimes gifts. Offers of this kind to you or your family can place you in a difficult position. Therefore no employee or any member of his or her immediate family should accept from a supplier, customer or other person doing business with [Company], payments of money under any circumstances, or special considerations, such as discounts or gifts of materials, tickets for events, travel, hospitality, equipment, services, facilities or anything else of value unless:

- They are in each instance of a very minor nature usually associated with accepted business practice; and
- They do not improperly interfere with your independence of judgement or action in the performance of your employment.

In every circumstance where a gift is offered, the advice of your line manager must be sought and authorisation obtained.

ix) Bribery and other Corrupt Behaviour

The Company operates a zero-tolerance approach to bribery and corruption in accordance with the Bribery Act 2010.

A bribe is the offering, promising, giving, requesting, or accepting of a financial or other advantage to induce or reward improper performance of a position of trust or a public/business function.

You must not offer or reach an agreement to bribe another person, nor must you accept or request a bribe, intending to obtain or retain business or a business advantage for the Company.

Any involvement in bribery or corruption - including an attempt - will be treated as gross misconduct, which may lead to summary dismissal.

If you are offered a bribe, or if you suspect bribery or corruption is taking place within the Company or by an associated third party (e.g., a contractor or agent), you must report it immediately to your line manager (or if they are involved to a Director or if necessary a third party such as the Police). Such reports are treated as 'protected disclosures' under our Whistleblowing Policy and the Employment Rights Act 2025. You will be protected from any detriment or retaliation for 'speaking up' in good faith.

All employees must also adhere to the Company's Policy on receipt of gifts as outlined above, ensuring that any business courtesies are proportionate, transparent, and properly recorded."

l. Data Protection and Access to Information

[Company] complies with all statutory requirements of the UK GDPR, the Data Protection Act 2018, and the Data (Use and Access) Act 2025. This policy covers all personal data and 'special category data' (formerly sensitive personal data) held by the Company, including electronic communications and metadata. This includes emails too. The Company processes your data primarily for the performance of your employment contract and to comply with legal obligations.

If your role involves handling data, you must ensure it is:

- Processed lawfully, fairly, and transparently.
- Kept accurate and up to date.
- Retained only for as long as necessary. NB - In accordance with the Employment Rights Act 2025, all records relating to pay, hours worked, and statutory leave will be retained for a minimum of six years for audit by the Fair Work Agency.

Subject Access Requests (SARs): You have the right to access the information we hold on you. Requests should be made in writing to your line manager. No fee is charged for standard requests. Under the 2025 Act, the Company may only refuse or charge for requests that are deemed 'vexatious or excessive'.

Data Breaches: Any suspected data breach, such as the loss, hacking, or unauthorized disclosure of personal data, must be reported immediately to your line manager. The Company will follow statutory notification procedures to the Information Commissioner's Office (ICO) where required.

m. Changes in Personal Information for Employment Purposes

To ensure the accuracy of our payroll and to meet our health and safety obligations (specifically regarding emergency contacts), you must notify your Line Manager immediately of any changes to your personal information. This includes your name, home address, bank details, emergency contact, conflict, or potential conflict of interest and qualifications.

If your role involves driving on Company business, you must report any driving penalties or disqualifications. Similarly, you must notify us of any new criminal charges, cautions, or convictions, subject to the Rehabilitation of Offenders Act 1974 and role-specific eligibility requirements.

In accordance with the Employment Rights Act 2025, the Company is legally required to maintain an accurate digital audit trail of your employment records (including historical names, addresses, and pay details) for a minimum of six years. These records may be subject to inspection by the Fair Work Agency to verify statutory compliance.

Your personal data is processed in accordance with the UK GDPR and the Data (Use and Access) Act 2025. Full details regarding how we handle your data,

your rights to access it, and our lawful basis for processing are available from your line manager.

n. Trade Union Membership**

**It is your choice as to whether you wish to belong to a trade union recognised by the Company. This is one way in which you will be able to make your views known on all issues affecting staff within the Company and have a recognised route to resolve issues affecting groups of staff where other methods have not been effective. In addition, the unions can provide personal representation for you if you experience difficulties at work via their accredited representative system. The Company recognises the following Trade Unions:

>Trade Union
Contact Details

4. Valuing Diversity and Dignity at Work

a. Valuing Diversity

i) Statement

[Company] is committed to valuing diversity and seeks to provide all staff with the opportunity for employment, career and personal development on the basis of ability, qualifications and suitability for the work as well as their potential to be developed into the job.

We believe that people from different backgrounds can bring fresh ideas, thinking and approaches which make the way work is undertaken more effective and efficient.

The Company will not tolerate direct or indirect discrimination against any person on grounds of age, disability, gender / gender reassignment, marriage / civil partnership, pregnancy / maternity, race, religion or belief, sex, or sexual orientation whether in the field of recruitment, terms and conditions of employment, career progression, training, transfer or dismissal.

It is also the responsibility of all staff in their daily actions, decisions and behaviour to endeavour to promote these concepts, to comply with all relevant legislation and to ensure that they do not discriminate against colleagues, customers, suppliers or any other person associated with the Company.

ii) Key Actions

In adopting these principles [Company]:

“...[Company] is
committed to valuing
diversity ...”

1. Will not tolerate acts that breach this policy and all such breaches or alleged breaches will be taken seriously, be fully investigated and may be subject to disciplinary action where appropriate.
2. Fully recognises its legal obligations under all relevant legislation and codes of practice.
3. Will allow staff to pursue any matter through the internal procedures which they believe has exposed them to inequitable treatment within the scope of this policy. If you need to access these procedures they can be obtained from your line manager e.g. Grievance Procedure, Dignity at Work Procedure etc.
4. Will ensure that all managers understand and maintain their responsibilities and those of their team under this policy.
5. Will offer opportunities for flexible working patterns as a day one statutory right for all employees, helping them combine a career with domestic or caring responsibilities.
6. Will provide equal opportunity to all who apply for vacancies through open competition.
7. Will select candidates only on the basis of their ability to carry out the job, using a clear and open process.
8. Will provide all employees with the training and development that they need to carry out their job effectively.
9. Will provide all reasonable assistance to employees who are or who become disabled, making reasonable adjustments wherever possible to provide continued employment. We will ensure an appropriate risk assessment is carried out and that appropriate specialist advice is obtained when necessary.
10. Will distribute and publicise this policy statement throughout the Company
11. Will maintain digital records of recruitment and training for six years to demonstrate compliance with equal opportunity standards to the Fair Work Agency

b. Dignity at Work and Prevention of Harassment

i) Statement

The Company believes that the working environment should at all times be supportive of the dignity and respect of individuals. If a complaint of harassment is brought to the attention of management, it will be investigated promptly and appropriate action will be taken.

ii) What and How of Harassment

Harassment can be defined as conduct, which is unwanted and offensive and affects the dignity of an individual or group of individuals.

In accordance with the Worker Protection Act 2023, the Company has a proactive legal duty to take all reasonable steps to prevent sexual harassment in the workplace. This is not merely a reactive policy; we actively maintain a culture where harassment is prevented before it occurs.

People can be subject to harassment on a wide variety of grounds including:

- race, ethnic origin, nationality or skin colour
- sex or sexual orientation
- religious or political convictions
- willingness to challenge harassment, leading to victimisation
- disabilities, sensory impairments or learning difficulties
- status as ex-offenders
- age
- real or suspected infection with a blood borne virus (e.g. AIDS/HIV)
- membership of a trade union or activities associated with membership

Forms may include:

- physical contact ranging from touching to serious assault
- verbal and written harassment through jokes, offensive language, gossip and slander, sectarian songs, letters and so on
- visual display of posters, graffiti, obscene gestures, flags and emblems
- isolation or non-cooperation at work, exclusion from social activities
- coercion ranging from pressure for sexual favours to pressure to participate in political/religious groups
- intrusion by pestering, spying, following someone
- bullying

Our duty of care extends to protecting you from harassment by third parties, such as customers, clients, contractors, or visitors. If you experience unwanted conduct from a third party, you must report it immediately. The Company will take appropriate action, which may include barring the individual from the premises or terminating business contracts.

Harassment also includes conduct occurring via digital platforms, including email, Teams, Slack, WhatsApp, and social media, whether during or outside of formal working hours."

iii) What should I do if subject to Harassment?

If you feel you are being harassed you are strongly encouraged to seek early advice/support from your line manager. If your feel your line manager is harassing you, then you should contact his / her immediate line manager.

You should also keep a written record detailing the incidents of harassment and any requests made to the harasser to stop. This written record should be made as soon as possible after the events giving rise to concern and should include dates, times, places and the circumstances of what happened.

Following the Employment Rights Act 2025, reporting sexual harassment is officially recognized as a 'protected qualifying disclosure'. This means that if you report harassment, you are legally protected under our whistleblowing policy arrangements from any form of detriment, retaliation, or dismissal from day one of your employment.

The Company has a formal procedure for dealing with these issues which you can obtain from your line manager.

5. Pay, Benefits & Pensions

a. Salary Arrangements

** Your salary will be paid monthly in arrears on the XXXX of each month by direct credit transfer to your designated bank account.

Your basic pay was outlined in your letter of appointment / statement of terms and conditions. Any subsequent amendments to your basic pay will be formally notified to you by the Company.

Part-time employees will be paid on a pro rata basis based on the hours they work. In all other aspects, their salaries will be paid in accordance with the pay arrangements for full-time employees of the Company.

If any queries arise with regard to pay, or if it looks as if a mistake has been made, speak to your line manager immediately so that they can take appropriate action. Unless agreed otherwise, any pay errors, whether of over or underpayment, will be rectified in the next salary payment.

Appropriate deductions will be made from pay including income tax and National Insurance contributions (NICs), which are subject to each employee's earning level, family status and the number of hours worked.

b. Overtime

Overtime is defined as all hours worked in excess of your full time contracted hours, which has the prior explicit approval of your manager.

Overtime is payable to posts which have been specifically designated as qualifying for overtime payment

**For periods worked between Monday and Saturday inclusively, overtime is payable at time and a half. For periods worked on Sundays or designated bank holidays double time is payable.

c. Income Tax

If there are any changes in your personal circumstances which will affect your tax status, you should notify the Inland Revenue, who will automatically inform the Company of any changes to your tax code. Contact details can be found here: <https://www.gov.uk/contact-hmrc>.

d. Business Travel

**You will be reimbursed for any expenditure necessarily incurred in order to do your job when working away from your normal place of work. Public Transport and accommodation costs will be reimbursed at actual cost – appropriate receipts must accompany all claims. Mileage rates when travelling by your own private transport are XX pence per mile.

e. Sickness Pay Provision

i) Statutory Sick Pay (SSP)

All employees have a statutory right to SSP from the first day of their sickness absence, provided they are unable to work for at least part of that day. In accordance with the Employment Rights Act 2025, there are no 'waiting days.'

SSP is available to all employees regardless of their earnings level. For employees whose average weekly earnings are below the Lower Earnings Limit), SSP will be paid at a pro-rated percentage of their average weekly earnings. For all other employees, SSP is paid at the standard statutory rate.

SSP is payable for a maximum of 28 weeks. Periods of sickness are 'linked' if the second period starts within eight weeks of the end of the first period.

SSP is paid in the same way as ordinary pay and is liable to tax and National Insurance contributions.

ii) Occupational Sick Pay

**Occupational sick pay is entirely at the discretion of the Company but will not be unreasonably withheld as long as you have complied with the notification requirements and have produced any necessary medical certificates, including self-certificates.

**The amount of sick pay you receive will depend on the length of your service with [Company]:

Period of continuous service on first day of absence	Period on full pay	Period on half pay or SSP only
Probation Period	SSP Only	
3 months up to 1 year	2 weeks	2 weeks
Year 2	4 weeks	4 weeks
Year 3 onward	8 weeks	8 weeks

When assessing an employee's eligibility for sick pay, the amount of time they have had off over the previous **12 months will be taken into account.

[Company] reserves the right to refuse to pay sick pay if it has reasonable cause to think that an employee is not genuinely sick, if it has cause to believe that an employee is abusing the sick pay scheme, if an employee has failed to comply with the notification requirements, or has not supplied the appropriate certification. If the sick pay scheme has been abused, disciplinary action may follow.

Payments of sick pay may be terminated, suspended or reduced if an employee fails to notify the Company of relevant facts, or if their absence or continued absence is due to their taking an unwarranted risk (in or out of work), conducting themselves in a way that prejudices their recovery, abusing alcohol or drugs or other substances, or recklessly endangering the health and safety at work of themselves and others.

f. Pension Scheme

**You will be automatically enrolled in the Company Pension scheme, details of which you should have received when you started (if you have not yet received this please speak to your line manager). You may elect to opt out of the scheme if you so wish. Please note that no member of the Company can advise you on whether you should join or not. If you are unsure, you should seek independent financial advice.

6. Leave Arrangements

a. Annual Leave

**Employees of [Company] whether part-time or full-time are entitled to a minimum 5.6 weeks' paid annual leave. A week's leave allows you to be away from work for a week – that is the same amount of time as your working week. If you do a five-day week, you are entitled to 28 days leave per year, if you do a four-day week the entitlement is 22.4 days leave etc. Your manager will let you know your annual leave entitlement for the current leave year.

**Holidays must be agreed with your manager as early as possible. The Company will where possible try to accommodate individual preferences for holiday dates but the needs of the business may have to take precedence, particularly where short or inadequate notice is given.

- The holiday year runs from 1st January to 31st December.
- In accordance with the 2024/25 reforms, employees with irregular hours or those who work only part of the year will accrue holiday at the rate of 12.07% of the hours worked in each pay period.
- Your holiday pay is calculated based on your 'normal remuneration' over the previous 52-week reference period. This includes not only your basic salary but also any regular overtime, commission, or bonuses that form part of your normal pay.
- Leave for employees who terminate their employment during the leave year is calculated on the same basis. If, however, the annual leave entitlement has

been exceeded, a deduction calculated on the same basis will be deducted from the final salary payment.

- Holiday pay in lieu of accrued leave will be paid only on termination of employment and will normally be subject to a maximum of 10 working days.

** [Company] also recognises statutory Bank Holidays in addition to basic annual leave entitlement.

OR

**The statutory Bank Holidays form part of employees 28-day annual leave entitlement.

Statutory leave must generally be taken in the leave year it is accrued. However, you may carry over leave if you have been unable to take it due to:

- Statutory leave (e.g., Maternity, Paternity, or Adoption leave).
- Sickness (limited to 18 months from the end of the leave year in which it accrued).

To comply with the Fair Work Agency, the Company will maintain accurate digital records of all holiday accrued, requested, and taken, as well as the calculations used for holiday pay. These records will be securely retained for a minimum of six years and are subject to FWA inspection.

b. Maternity Leave and Pay Policy

**Pregnant employees will be entitled to take 26 weeks' Ordinary Maternity Leave and 26 weeks Additional Maternity Leave, irrespective of their length of service or the number of hours worked each week.

You may not return to work during the two weeks immediately following the birth of your child (four weeks for women who work in factories).

You are free to choose when you would like your maternity leave to start, however, the earliest you can choose to start your maternity leave is during the 11th week before the expected week of your child's birth.

In certain circumstances, your maternity leave may start automatically earlier than the date you chose as the start date for your maternity leave. This applies where you are absent from work wholly or partly because of pregnancy at any time during the four weeks before the expected week of childbirth or if you give birth early.

If you have at least 26 weeks' service by the end of the 15th week before your child is expected to be born, you may be entitled to Statutory Maternity Pay (SMP), provided your average weekly earnings are at or above the Lower Earnings Limit for National Insurance.

SMP is payable for 39 weeks. For the first six weeks, SMP will be paid at 90% of your average weekly earnings. For the remaining 33 weeks, SMP will be paid at the standard rate which is prescribed by regulations and is adjusted from time to time. The

Company will inform you of the applicable rate. If your average weekly earnings fall below the standard rate, SMP will be paid at 90% of your average weekly earnings throughout.

SMP will be paid subject to deductions for tax and National Insurance contributions in the normal way.

In order to be eligible for maternity leave and SMP, you are required to notify your line manager in writing by or during the 15th week before the expected week of your child's birth. You must inform your Line Manager of the following:

- you are pregnant
- the week in which your child is due
- the date you intended to start your maternity leave
- the date from which you will be claiming SMP

You should enclose a MAT B1 certificate with your written notification signed by your registered doctor or registered midwife to confirm the expected week of childbirth.

You may change the date you start your maternity leave providing you give at least 28 days' notice in writing of either the new start date or the original start date (whichever is earliest).

Within 28 days of receiving your notice, the Company shall notify you in writing of the date when your maternity leave will end.

Prior to your departure on maternity leave, your line manager will meet with you to discuss your rights and entitlements during maternity leave, the possibility of flexible working on your return to work and the level of contact you would like with the Company during your maternity leave. You should feel free to raise at this meeting any queries or concerns you have.

Your line manager may also offer you up to 10 days work during your maternity leave. It is up to you if you wish to work these days. The rate of pay for the work will be agreed in advance with you. Your right to maternity leave and SMP will not be affected.

During Ordinary Maternity Leave, you will continue to receive your contractual benefits and your normal terms and conditions will continue to apply, except for those terms relating to wages and salary. You will continue to accrue holiday.

During Additional Maternity Leave, the rights and obligations under your contract of employment are reduced, but you must still give notice in accordance with your contract of employment if you want to leave. In addition, you will continue to be bound by your obligations of confidentiality and loyalty.

"...If any pregnant employees, or employees who have recently become mothers or who are breastfeeding are employed in positions which have been identified as posing a risk to their health and safety or that of their baby they will be notified immediately and arrangements will be made to eliminate the risks..."

During the entire 52-week period of maternity leave (both Ordinary and Additional), you will continue to receive all your contractual benefits, and your terms and conditions will continue to apply, except for wages and salary. This includes the accrual of your full contractual holiday entitlement.

While you are on *paid* maternity leave (the first 39 weeks), the Company must continue to make pension contributions based on your normal full salary, even though you are only receiving SMP.

If your baby is admitted to neonatal care for 7 days or more within 28 days of birth, you may be entitled to up to 12 weeks of additional **Neonatal Care Leave and Pay**. This leave is taken at the end of your maternity leave.

If any pregnant employees, or employees who have recently become mothers or who are breastfeeding are employed in positions which have been identified as posing a risk to their health and safety or that of their baby they will be notified immediately and arrangements will be made to eliminate the risks.

If you have concerns about your own health and safety at any time you should consult your Line Manager immediately.

You do not have to notify the Company separately of your return date. It will be assumed that you will come back to work on the date the Company has notified you is the end of your maternity leave period. However, if you wish to return to work before the end of your full maternity leave entitlement, you should give your line manager at least 8 weeks notice in writing of your intended return date.

If you return to work immediately after a period of Ordinary Maternity Leave you will return to work in the same job you left before you started your maternity leave.

If you return to work from a period of Additional Maternity Leave, you will return to the same job you were employed to do. If this is not reasonably practicable, you will be offered a similar job on equally favourable terms and conditions.

If you decide not to return to work after maternity leave, you should confirm this in writing and give the notice required by your contract of employment.

On your return from maternity leave, your line manager will arrange a meeting with you to discuss any changes which have taken place during your absence. This will be an opportunity to discuss any issues relating to breastfeeding. You should also feel free to raise at this meeting any queries or concerns you have.

You are entitled to enhanced redundancy protection from the moment you notify the Company of your pregnancy until 18 months after the date of childbirth. In a redundancy situation, you have the right to be offered a suitable alternative vacancy (where one exists) in priority over other employees.

Parallel arrangements are available for the adoption of a child.

c. Paternity Leave and Pay

In accordance with the Employment Rights Act 2025, Paternity Leave is a Day One right. You are entitled to up to two weeks of leave from your first day of employment if you have, or expect to have, responsibility for the upbringing of the child and are the biological father, or the mother's husband, civil partner, or partner.

You can choose to take either one week or two weeks of leave. If you take two weeks, they can be taken consecutively or as two separate one-week blocks. Leave can be taken at any time within 52 weeks of the birth or placement of the child.

While the right to *leave* is a day one right, to qualify for Statutory Paternity Pay, you must have at least 26 weeks of continuous service by the 15th week before the expected week of childbirth and earn at least the Lower Earnings Limit.

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

Bereaved Partner's Paternity Leave: in the tragic event of the death of the mother or primary adopter, the surviving partner is entitled to up to 52 weeks of unpaid leave to care for the child. This is a day one right with enhanced redundancy protection.

You must notify your manager of your intention to take leave by the 15th week before the expected week of childbirth. However, you only need to give 28 days' notice of the specific dates you wish to take off.

During Statutory Paternity Leave, you are entitled to all of your normal contractual terms and conditions as if you were not absent, apart from basic wages and salary. You have the right to return to exactly the same job, on the same terms and conditions after Statutory Paternity Leave.

Paternity leave and pay are also available for the adoption of a child.

d. Shared parental leave

This leave entitlement is designed to give parents / adopters more flexibility in how to share the care of their child in the first year following birth or adoption. If you are eligible you can share up to 50 weeks leave, you and your partner can decide to be off work at the same time and/or take it in turns to have periods of leave to look after the child. To be eligible you must meet the following criteria:

- You (or your partner) must be entitled to maternity / adoption leave, or statutory maternity / adoption pay (or maternity allowance from the Government) and you must share the main responsibility for caring for the child with your partner. In addition, you and your partner will also be required to follow a two-step process to establish eligibility as follows:

- **Step 1 - Continuity test:** if you are seeking to take shared parental leave, one parent / adopter must have worked for the same employer for at least 26 weeks at the end of the 15th week before the week in which the child is due (or at the week in which an adopter was notified of having been matched with a child or adoption) and they should still be employed in the first week that shared parental leave is to be taken.

The other parent /adopter has to have worked for 26 weeks in the 66 weeks leading up to the due date and have earned at least £390 in total in 13 of the 66 weeks (add up the highest paying weeks, they don't need to be in a row)

- **Step 2 - Individual eligibility for pay:** To qualify for shared parental **pay** the parent / main adopter must, as well as passing the Continuity test, also have earned an average salary of the National Insurance lower earnings limit or more for the 8 weeks prior to the 15th week before the expected birth / adoption.

e. Parental Bereavement Leave and Pay

Should you suffer the loss of a child under the age of 18, or a stillbirth after 24 weeks of pregnancy, you are entitled to two weeks of Statutory Parental Bereavement Leave. This is a Day One right and is available to all employees regardless of their length of service.

Statutory Parental Bereavement Pay (SPBP): To qualify for statutory pay during this leave, you must have at least 26 weeks of continuous service with the Company by the week before the child's death and have earned an average of at least £129.00 per week (the Lower Earnings Limit for 2026/27).

If eligible, SPBP is paid at the statutory rate or 90% of your average weekly earnings, whichever is lower.

You can take this leave as a single block of two weeks, or as two separate blocks of one week, at any time within 56 weeks of the child's death.

f. Unpaid Parental Leave

As well as Shared Parental Leave, any eligible employee who has or expects to have responsibility for a child is entitled to take Unpaid Parental Leave to care for that child. This includes the child's registered father or anyone else who has or expects to have formal parental responsibility for the child. This leave is available from their first day of employment.

Parental Leave consists of 18 weeks' unpaid leave for each child born or adopted, taken at any time up to the child's eighteenth birthday. Up to four weeks' Parental Leave can be taken in respect of each child, each year, in blocks of one week or

more. Employees cannot take the leave in blocks of less than one week, unless the child is disabled and you may take a maximum of four weeks' leave per child in any one calendar year. You must give your line manager at least 21 days notice of your intention to take Parental Leave. The Company reserves the right to postpone the leave for up to six months if it would be particularly disruptive to the business, except where the leave is requested to be taken immediately after the birth or adoption of a child.

Although the situation around pregnancy and adoption appears complex, it is normally quite straightforward to work out your entitlement. Therefore as soon as you know you are pregnant or have been matched with a child for adoption, please let your manager know as soon as is practical. We will calculate your entitlement and the relevant dates for you.

g. Time Off For Dependants

All employees have a day one right to take a “reasonable” amount of unpaid time off to deal with an **unexpected or sudden emergency** involving a dependant.

What qualifies as an emergency? Examples include:

- A dependant falls ill, is injured, or is assaulted.
- Care arrangements break down unexpectedly (e.g., a childminder is ill).
- An unexpected incident involves a child during school hours.
- To make arrangements following the death of a dependant.

Who is a dependant? A dependant includes a spouse, civil partner, child, parent, or anyone living in your household (excluding tenants). It also includes anyone who reasonably relies on you for help in an emergency.

You must notify your line manager as soon as is reasonably practicable of the reason for your absence and how long you expect to be away. If the emergency occurs while you are at work, you must inform your manager before leaving.

h. Carer Leave

All employees have a day one right to take one week of unpaid leave per rolling 12-month period to provide or arrange care for a dependant with a long-term care need.

A dependant (spouse, civil partner, child, parent, or household member) qualifies if they:

- Have a physical or mental illness/injury likely to require care for more than three months.
- Have a disability as defined by the Equality Act 2010.
- Require care due to old age.

The 'one week' is equivalent to your normal working week (e.g., if you work 3 days a week, you get 3 days of leave). It can be taken as a single block, or as individual half-days or full days.

You must provide notice that is twice the length of the leave requested (or 3 days, whichever is longer).

7. Health and Safety

a. Introduction

[Company] accepts its responsibility to maintain the health, safety, and wellbeing of its employees. This includes a duty of care for your mental health. We are committed to identifying and reducing workplace stress and ensuring a psychologically safe environment.

It is your duty as an employee not to put at risk either yourself or others by your acts or omissions. You should also ensure that you are familiar with the Company health and safety arrangements. Should you feel concern over any health and safety aspects of your work, this should be brought to the attention of your line manager immediately.

b. Procedure in the event of an accident

All accidents or 'near misses' must be recorded in the Accident Book immediately.

- Internal Records: Any injury resulting in more than three days of absence must be recorded. In accordance with the Employment Rights Act 2025, these records will be kept for six years for audit by the Fair Work Agency.
- Health and Safety Executive Reporting (RIDDOR): The Company will notify the HSE of any 'specified injuries' or any accident that results in an employee being unable to perform their normal work for more than seven consecutive days.

c. First Aid

The Company believes that best practice is to ensure staff have access to a trained First Aider or Appointed Person (someone who can take charge in the event of an accident). Details of these trained staff will be displayed on your local notice board or from your line manager and you should familiarise yourself with names and contact details.

d. Fire Safety

Employees should follow these steps to help prevent fires:

- Before you use any electrical appliances carry out a quick check to make sure that the cables, plugs etc are not damaged.
- Do not use any electrical equipment that shows signs of damage, even if you think it is only minor. Report any faults you find to your line manager and find an alternative appliance.
- Ensure that you place your rubbish in the proper waste bins. Do not overfill the bins, and ensure that your waste bin is accessible to the cleaners at the end of each day.

Action to take when the fire alarm goes off:

- Immediately stop what you are doing and walk (do not run) to the nearest available safe fire exit. If your nearest exit/route is obstructed, choose another route. Make sure that you are aware of the fire exits and routes in your area.
- Follow the instructions of any designated Fire Warden.
- Direction signs should indicate the route to your fire exit. These comprise a white arrow on a green background sometimes accompanied by the words 'FIRE EXIT' and also a pictogram of a running man. The arrows indicate the direction of the nearest fire exit.
- Do not use a lift to leave a building - always use designated stairs.
- Make your way to the appropriate assembly point.
- Once you are at the assembly point you should report to the Fire Warden, so that they can account for the people in their designated area.
- Do not leave the designated assembly point, or attempt to re-enter the building, until you have been instructed to do so by the Fire Warden.

Action to take if you discover a fire:

- **RAISE THE ALARM!** This can be achieved by breaking the glass on the call points or by shouting the instruction "Fire – call the fire brigade".
- Raise the alarm even if the building is fitted with an automatic fire alarm system, which has not yet activated - you must not wait for it to do so of its own accord. The alarm must be raised for every occurrence of a fire, no matter how small it appears to be. This will ensure that people in the building have adequate notice to evacuate should it begin to spread quickly. In addition, modern furnishings may allow the fire to develop unnoticed, so time is of the essence if everyone is to get out safely.
- Call the fire brigade at the earliest available, and safe, opportunity and do not attempt to tackle the fire unless you have been appropriately trained and can safely do so e.g. a small fire in a waste paper basket. Unless you have been trained you could be putting yourself or somebody else at risk.

e. Personal Safety

In line with the Worker Protection Act 2023, the Company will proactively risk assess and take action to protect you from violence, threats, or harassment from third parties (customers, clients, or the public). You must report any such incidents immediately. We support a 'zero tolerance' approach to abuse directed at our staff.

Generally, you should try to avoid working alone whenever this is possible. However, if you have to work alone, then you need to develop an awareness of the risks and how to minimise them.

Prior to making an appointment with someone you do not know, obtain as much information as possible about the person you are meeting and arrange to meet the person in Company premises. Always ring back the telephone number you have been given to confirm that it is legitimate. If a mobile number is given you should always ask for an alternative fixed line number.

If visiting, let your colleagues or manager know where you are going, with whom and what time you are expecting to return. If you think that you are going to run over your original timescales, let your colleagues / manager know.

If you are at all concerned that you are being placed in a dangerous situation through your employment, you must discuss this with your line manager.

8. Training and Development

a. Training and Development Policy**

The Company aims to provide training opportunities which will provide:

- An induction programme which all staff will be required to undertake and will assist staff settling into their new role/job. This also includes a mandatory programme covering Health & Safety, Data Protection (UK GDPR/2025 Act), and our 'Preventative Duty' regarding workplace harassment and inclusion.
- A progressive training and development scheme to enable staff to develop, relevant skills and acquire knowledge to underpin their current role and career aspirations.

b. Personal Development Planning**

i) Introduction

The Company has a Personal Development Planning Scheme. The aims and purposes of the Scheme are:

- To help managers and staff to make effective arrangements to identify and meet learning needs
- To develop the skills, knowledge, values and behaviour that staff need to do their current jobs well

ii) *PDP - The Process*

There are 3 stages in the process:

- **Preparation** – where you and your manager prepare separately for the interview using the appropriate documentation.
- **The Personal Development Plan Discussion** – where a personal development plan is agreed by you and your manager.
- **Monitor & Review** – the method and timescale for monitoring should be agreed at the discussion stage and implemented throughout the year. All completed training will be logged in your digital employee file and retained for six years.

**The Personal Development Planning documentation is available from your line manager.

9. Leaving the Company

a. *Notice Periods*

Unless your employment is terminated by agreement, or specified otherwise in your principal statement of terms and conditions, you or the Company are required to give a period of notice in writing as follows:

- one week's notice after one month's employment
- two weeks after two years
- three weeks after three years and so on up to 12 weeks maximum after 12 years or more.

These periods of notice will apply if you are dismissed on grounds of competence or if your dismissal is the result of disciplinary proceedings in circumstances where summary dismissal is not justified. Your employment may be terminated without notice where dismissal follows disciplinary proceedings.

b. *Working Notice*

In all cases the Company reserves the right to enforce your full notice period. Your full remaining annual leave entitlement should be taken during your notice period in agreement with your line manager. Alternatively, we reserve the right to:

1. **Pay in Lieu of Notice (PILON):** Terminate your employment immediately and pay you for your notice period.

2. **Garden Leave:** Require you to stay away from the premises and not perform work duties, while remaining on full pay and bound by your contractual obligations (including confidentiality).

If you resign and are in possession of Company property (including computer files), you should make your manager aware of these, and arrange how they will be handed back to the Company. You remain bound by the confidentiality arrangements outlined in your contract of employment during this period.

In exceptional circumstances, if deemed appropriate and as an alternative to working your notice, the Company reserves the right either to transfer you to other suitable duties during your notice period or to require you to accept payment in lieu of any entitlement to notice.

c. Other Conditions on Leaving

On leaving, the Company will deduct from any money due to you such sums as you may owe to the Company. These may include, but are not restricted to, any loans, relocation assistance, court orders and payment made for holidays taken in excess of entitlement.

If you leave without giving notice and without the Company's agreement, you are in breach of your contract and the Company may seek to recover the actual costs incurred by your breach (e.g. the cost of temporary agency cover etc.).

Before leaving, you must hand over to your manager all articles belonging to [Company] including your ID badge and any documents, equipment and computer software used at home. Documents and software include (but are not limited to) correspondence, diaries, address books, databases, files, USB sticks, reports, plans, records or any other medium for storing information. You should not retain any copies, drafts, reproductions, extracts or summaries of documents and software and you should permanently delete any Company data or software held on personal devices or cloud accounts.

After you have left the Company, you must not:

- Solicit or seek to entice away any Company staff
- Use or divulge to any person or organisation any confidential information relating to the business of [Company].

Should your employment be terminated following disciplinary action it is likely you will receive payment in lieu of notice. However, as there are numerous reasons as to why someone is dismissed, payment in lieu of notice will be reviewed on an individual basis taking into consideration the reasons behind the dismissal.

Should you be dismissed for reasons of gross misconduct, your employment will be terminated immediately without the benefit of notice or payment in lieu of notice.

d. Retirement

In line with current legislation [Company] does not have an age where it expects employees to retire. It is however our policy to have regular workplace /appraisal discussions with all our staff where they can discuss performance and any development needs they may have, as well as their future aims and aspirations. Staff and their managers can also use this opportunity to discuss retirement planning should the employee wish to do so.

You should ensure that you inform your line manager at least 6 months before you plan to retire to ensure all appropriate arrangements are made (e.g. sourcing a replacement, mobilising your Company pension etc.).

10. Appendix 1 Disciplinary and Grievance Procedures

[Company]

DISCIPLINARY PROCEDURE

SCOPE

The Company Disciplinary Procedure will be used only when necessary and as a last resort. Where possible, informal and/or formal counselling or other good management practice will be used to resolve matters prior to any disciplinary action being taken. The procedure is intended to be positive rather than punitive but takes cognisance of the fact that sanctions may have to be applied in some circumstances.

An employee can discuss any part of this policy with their Union Representative or their Line Manager. They can help clarify an employees rights as well as give guidance and support where it may be needed. Every individual has the right to representation from their trade union or a work colleague at any point during the disciplinary process.

SUSPENSION

Suspension is not disciplinary action. The purpose of suspension is manifold and can be used when it is necessary to remove a member of staff from the workplace pending an investigation for example, to allow time for a 'cooling down period' for both parties, for their own or others protection, to prevent them influencing or being influenced by others or to prevent possible interference with evidence. Only the Manager in charge of that individual, at that time or their superior, have the authority to suspend an individual. Suspension will be on full pay and will be reviewed every 7 days to ensure it remains necessary

An employee suspended from duty will receive written confirmation within three days of:

- the reason for the suspension
- the date and time from which the suspension will operate.
- the timescale of the ongoing investigation.
- the right of appeal to the immediate manager of the suspending manager should the suspension last more than 7 days

COUNSELLING

Counselling is an attempt to correct a situation and prevent it from getting worse without having to use the disciplinary procedure. Where improvement is required, the employee must be given clear guidelines as to:

- what is expected in terms of improving shortcomings in conduct or performance
- the time scales for improvement
- when this will be reviewed

- the employee must also be told, where appropriate, that failure to improve may result in formal disciplinary action.

A record of the counselling should be given to the employee and a copy retained in their personnel file. It is imperative that any counselling should be followed up and improvements recognised and recorded. Once the counselling objectives have been met, any record of the counselling will be removed from the employees file.

If during counselling it becomes clear that the matter is more serious, then the discussion should be adjourned, and pursued under the formal disciplinary procedure.

PROCEDURE FOR FORMAL INVESTIGATION

Formal investigations should be carried out by the most appropriate manager who is not directly involved with the incident being investigated. This manager may involve others to assist with the investigation process. All the relevant facts should be gathered promptly as soon as is practicable after the incident. Statements should be taken from witnesses at the earliest opportunity. Any physical evidence should be preserved and/or photographed if reasonable to do so.

A report should be prepared which outlines the facts of the case. This should be submitted to the appropriate senior manager / Director who will decide whether further action is required. Where appropriate, this report may be made available to the individual and their representative.

In most circumstances where misconduct or serious misconduct is suspected, it will be appropriate to set up an investigatory hearing. This would be chaired by the appropriate Senior Manager / Director, who would be accompanied by another manager. The investigating manager would be asked to present his/her findings in the presence of the employee who has been investigated. Witnesses should be called at this stage, and the employee allowed to question these witnesses.

At any formal disciplinary or appeal hearing, the employee has the statutory right to be accompanied by a fellow work colleague or a trade union representative. This includes the right for the companion to address the hearing and confer with you, though they may not answer questions on your behalf.

Following the full presentation of the facts, and the opportunity afforded to the employee to state his side of the case, the hearing should be adjourned, and everyone would leave the room except the senior manager / Director hearing the case, and the other manager. They would discuss the case and decide which of the following option was appropriate:

1. take no further action against the employee
2. recommend counselling for the employee
3. proceed to a disciplinary hearing

All parties should be brought back, and informed as to which option has been chosen.

Should the decision be taken to proceed to a disciplinary hearing, then this may follow on immediately from the investigatory hearing if the following criteria have been met:

- the employee has been informed by letter that the investigation may turn into a disciplinary hearing, and that he has the right of representation
- he has been told in advance what the nature of the complaint is, and had time to consult with a representative
- all the facts have been produced at the investigatory hearing, and the manager / Director is in a position to decide on disciplinary action.
- the manager should inform the employee and their representative that the hearing would now become a formal disciplinary hearing, and invite them to say anything further in relation to the case.

It may be appropriate at this point to adjourn proceedings, whilst necessary arrangements are made for a representative to attend the hearing at the request of the employee.

Should anyone who is subject to disciplinary action resign during the course of it, the action will cease unless there are extenuating circumstances which require it's continuance. The subject of the discipline may also request that the disciplinary action continue.

WARNINGS

Examples of Minor Misconduct

Below are listed examples of misconduct which may warrant either a Verbal Warning or a First Written Warning. It is stressed however that this list is not exhaustive and that on all occasions a full and proper investigation must take place prior to the issue of a warning.

- Persistent lateness and poor time-keeping.
- Absence from work, including going absent during work, without valid reason, notification or authorisation.
- Smoking within unauthorised areas.
- Failure to work in accordance with prescribed procedures.
- Incompetence.
- Unreasonable standards of dress or personal hygiene.
- Failure to observe Company regulations and procedures.

Verbal Warning

A Verbal Warning is appropriate when it is necessary for the manager in charge to take action against an employee for any minor failing or minor misconduct.

First Written Warning

A First Written Warning is appropriate when:

- a verbal warning has not been heeded and the misconduct is either repeated or performance has not improved as previously agreed.
- an offence is of a more serious nature for which a written warning is more appropriate.
- the recurrence or accumulation of an offence/offences, if left, will lead to more severe disciplinary action.

Examples of Gross – Misconduct

Listed below are examples of misconduct which may be considered to be Gross Misconduct and may warrant a Final Warning, Demotion or Dismissal. It is stressed however that this list is not exhaustive and that on all occasions a full and proper investigation must take place prior to the issuing of a Final Warning, Demotion or Dismissal.

- Theft, including unauthorised possession of Company property.
- Breaches of confidentiality, prejudicial to the interest of the Company,
- Being unfit for duty because of the misuse/consumption of drugs or alcohol.
- Refusal to carry out a management instruction which is within the individual's capabilities and which would be seen to be in the interests of the Company.
- Breach of confidentiality / security procedures.
- Serious Data Breach: Wilful or grossly negligent breaches of data security that result in a reportable incident under the UK GDPR or the Data (Use and Access) Act 2025.
- Bribing or attempting to bribe another individual, or personally taking or knowingly allowing another person to take a bribe;
- Physical assault, breach of the peace or verbal abuse.
- False declaration of qualifications or professional registration.
- Failure to observe Company rules, regulations or procedures.
- Wilful damage of property at work.
- Incompetence or failure to apply sound professional judgement.
- (Sexual) Harassment: Any act that violates the dignity of another or creates an intimidating, hostile, or offensive environment.

Final Written Warning

A Final Written Warning is appropriate when:

- an employee's offence is of a serious nature falling just short of one justifying dismissal.
- an employee persists in the misconduct which previously warranted a lesser warning.

Downgrading or Transfer to another Post

This action is appropriate when:

- previous attempts, via the disciplinary procedure, to rectify a problem have failed and this is a final attempt to solve a problem without having to dismiss an employee.
- an employee is considered by the Manager of the department to be incompetent or otherwise unfit to fulfil the duties for which he is employed but where dismissal is not thought to be appropriate.

Dismissal

Dismissal is appropriate when

- an employee's behaviour is considered to be Gross Misconduct.
- an employee's misconduct has persisted, exhausting all other lines of disciplinary procedure.

Time Scales for the expiry of Warnings

Warnings issued to employees shall be deemed to have expired after the following periods of time.

- Verbal Warnings: 6 months
- First Written Warnings: 12 months
- Final Written Warnings: 18 months (or as agreed and recorded at the hearing)

These time scales remain provided that during that period, no further warnings have been issued in respect of the employee's conduct.

LETTER OF WARNING

All Warnings must contain the following information:

- The letter must be issued within 7 days of the date of the disciplinary hearing.
- The nature of the offence and where appropriate, that if further misconduct occurs, more severe disciplinary action will be taken.
- The period of time given to the employee for improvement.
- The employees right to appeal to the manager directly above that of the one issuing the warning.
- A copy of the warning and any supporting documentation must be attached to the individuals personnel file.
- The employee must also receive a copy of the warning which in the case of any written warning will be sent to their home address by recorded delivery if not handed to them in person.

- In the case of a final written warning, reference must be made to the fact that any further misconduct will lead to dismissal, and that the employee has the right of appeal, and to who they can make that appeal.

The letter confirming dismissal will contain the following information:

- The reason for dismissal and any administrative matter arising from the termination of their employment.
- The employees right of appeal and to whom they should make that appeal

APPEALS

Every employee has the right to appeal against the outcome of a disciplinary hearing. The basis of an appeal should normally relate to one of the following areas:

- that the Companys' Procedure had not been followed correctly.
- that the resulting disciplinary action was inappropriate.
- that the need for disciplinary action was not warranted.
- that new information regarding disciplinary action, has arisen

An appeal should be put in writing. The letter of appeal may be constructed by the employee or their representative. The letter should contain the grounds for appeal and should be lodged within 10 days of receipt of the warning / dismissal letter. An appeal will be arranged within 20 working days of receipt of the appeal letter.

Appeals against Verbal and First Warnings

In the case of verbal and first warnings, the appeal will be heard by the manager next in line to the one who issued the warning.

Appeals against Downgrading, Final Warnings and Dismissal

The hearing and determining of appeals against final warnings and dismissal will be heard by the appropriate Director or Chief Executive. They may also involve another senior manager / Director not previously involved with the case.

When dealing with an appeal against a Final Warning or Dismissal written statements of case may be submitted no later than 2 days prior to the date of Appeal Hearing. No additional written evidence will be admitted by the Appeal Committee on the date of the Hearing.

Witnesses may be required by either party at an appeal hearing, dependent upon the circumstances and nature of the case. However, there is no specific obligation on either party to produce a witness. Either party must give 5 days prior notice that they intend to call specific persons involved or associated with the case under consideration.

It is the responsibility of the management representative and for the appellant to each arrange for the availability and attendance of any witness they wish to call.

[Company]

GRIEVANCE PROCEDURE

The grievance procedure is available to all staff and is intended as the tool by which a member of staff may formally have a grievance, regarding any condition of their employment, heard by the management of the Company. The aggrieved employee has the right to representation by a Trade Union representative or a co-worker.

In the event of a member of staff wishing to raise a grievance, it is preferable for the grievance to be satisfactorily resolved as close to the individual and their line manager as possible. It is understood however that this is not always possible and that a formal procedure is required to ensure the swift and fair resolution of matters which aggrieve the hospital's employees.

Time scales have been fixed to ensure that grievances are dealt with quickly, however these may be extended if it is agreed upon by both parties.

This procedure is not intended to deal with:

1. Dismissal or disciplinary matters which are dealt with in a separate procedure.
2. Disputes, which are of a collective nature and which are dealt with in a separate procedure.

Stage 1

An employee who has a grievance, should raise the matter with his manager immediately either verbally or in writing. If the matter itself concerns the employees immediate manager, then the grievance should be taken to their superior.

If the manager is unable to resolve the matter at that time then a formal written grievance form should be submitted (see appendix 1). The manager should then respond within **5 working days** (i.e. the managers normal working days) to the grievance unless an extended period of time is agreed upon by both parties. The response will give a full written explanation of the managers decision and who to appeal to if still aggrieved.

Stage 2

In most instances the Company would expect the managers' decision to be final and for the matter to come to a close. However, in some circumstances the employee may remain aggrieved and can appeal against the decision of the manager concerned.

The appeal, to the manager next in line, must be made within **10 working days** of the original response to the employees grievance. The appeal must be in writing (see appendix 2) and contain the original formal Grievance form. This manager will attempt to resolve the grievance. A formal response and full explanation will be give in writing, as will the name of the person to whom they can appeal if still aggrieved, **within 7 days**.

Where the 'next in line' manager at this stage is the Director with responsibility for the employees function, then the grievance should immediately progress to stage 3.

Stage 3

If the employee remains aggrieved there will be a final level of appeal to the Director responsible for the employees function. This appeal must be made in writing (see appendix 3), enclosing a copy of the original Formal Grievance form, to the director within ten working days of receipt of the Stage 2 response. This Director will arrange and hear the appeal with another management representative and respond formally with a full explanation **within 20 working days**.

Where a grievance is raised against a Director then the grievance will be heard by the Chief Executive.

There is no further right of appeal. Where however **both** parties agree that there would be some merit in referring the matter to a third party for advice, conciliation or arbitration, arrangements will then be made to find a mutually acceptable third party.

Grievance Procedure - Appendix 1

To:

From:

Dept:

Date:

Immediate Superior:

Dear

I wish to take a formal grievance out against:

in line with the Company Grievance Procedure. The details of my grievance are shown below :

Yours sincerely,

(Manager should respond to this formal written grievance within 2 working days unless an extended period for response is mutually agreed)

Grievance Procedure - Appendix 2

To

From

Dept

Date

Immediate Superior

Dear

On (within 10 days of the response to the initial formal grievance) my grievance against was heard by

I am not satisfied with the outcome of this meeting and would like to appeal to yourself for a further hearing of my grievance, in line with the Company Grievance Procedure.

I enclose a copy of the original letter regarding this matter and other correspondence and information related to it.

Yours sincerely

(Manager should respond to this formal written grievance within 7 days unless an extended period for response is mutually agreed)

Grievance Procedure - Appendix 3

To (Director):

From:

Dept:

Date:

Immediate Superior:

Dear

On (within 10 days of the response to the second stage of the formal grievance) I appealed to against the decision made at my initial grievance against

I remain dissatisfied with the outcome of this meeting and would like to appeal to you for a further hearing of my grievance, in line with the Company Grievance Procedure.

I enclose a copy of the original letter regarding this matter and other correspondence and information related to it.

Yours sincerely

(Director should respond to this formal written grievance within 20 working days unless an extended period for response is mutually agreed)

13. Appendix 3 - Confirmation of Receipt of Handbook Form

[Company]

Name:	
Designation:	
Place of Work:	
Line Manager:	

I confirm I have received a copy of the [Company] Staff Handbook and that I have read this and understood the contents.

I also confirm that I have sought clarification from my line manager on any issues outlined in the Handbook which I am not clear about.

Signed: _____

Date: _____

Please return this form duly completed and signed to your line manager.