



# Employee Handbook

Certain sections of this handbook form part of your terms and conditions of employment and should be read in conjunction with your contract of employment. Additional information and guidance can be found on the shared drive in s:\One25Policies\All Policies. One25 reserves the right to review, revise, amend or replace the contents of this handbook or otherwise to add in additional clauses / policies to reflect the changing needs of the business and to comply with legislation.

You will be notified of minor changes of detail by way of a general notice to all employees and any such changes take effect from the date of the notice.

You will be given not less than one month's written notice of any significant changes, which may be given by way of an individual notice or a general notice to all employees. Such changes will be deemed to be accepted unless you notify One25 of any objection in writing.

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Information\Policies

## **Absence and sickness**

### **Procedure for notification of sick leave**

If you are unable to attend work because of sickness or injury you must contact your manager as soon as possible, but by 9.30 am at the latest, in order to advise us of:

- the reason for your absence
- when you expect to return to work

Please note that personal contact is required at all times when contacting One25. The sending of text messages or e-mail will not be accepted as notification.

If such absence lasts longer than one day, you must keep One25 informed at regular intervals.

If you are absent for a long period of time, the aim of One25 will be to keep in contact with you at regular intervals to check how you are progressing and to help in any way it can with your recovery. In doing this it may be necessary for a One25 representative to contact you by phone on a regular basis, or to visit you at home.

If you have persistent spells of sickness absence or are absent for a longer period of sickness absence, i.e. over 4 weeks, One25 may ask for your permission to approach your doctor to get a better understanding of the reasons for your frequent / long term sickness absence in the context of your work. Alternatively, we may require you to attend an appointment with a doctor of our choice in order to provide an independent assessment of your medical condition. Any such attendance will be at One25's expense. If you are away for a long time or are repeatedly away for short periods, and after investigations, it is unlikely you will be able to return to normal work, the continuation of your employment may be reconsidered.

Any unauthorised absence must be explained and failure to do so may be treated as a disciplinary matter.

Any absence of more than 4 weeks, unless for a statutory reason, e.g. maternity, will not accrue holiday for the period over and above the statutory entitlement of 28 days including bank holidays.

### **Return to work interviews**

On your return to work your manager will conduct a return to work interview to discuss the circumstances of your absence and support needs you might on your return to work.

### **Certification**

It is your responsibility to complete a self-certification form following any absence from work due to sickness or injury. These forms can be found on shared all on

supplied by your Manager and should be completed and returned to them immediately on your return to work.

If your absence is likely to exceed seven consecutive days (including weekends and holidays) you must consult your doctor and obtain a Fit Note to cover your absence from the 8th day (and thereafter weekly). The Fit Note should confirm the doctor's opinion of the reason for your absence from work. The Fit Note must be forwarded to One25 immediately. If further Fit Notes are required then they must be obtained and submitted in the same way.

Your doctor might indicate on your Fit Note that you are able to return to work on (Forward return to work dates):

- a phased capacity
- altered hours
- amended duties
- following workplace adaptations

One25 will consider any suggestions but is under no obligation to provide them. If One25 does offer you adjustments on your doctor's advice to enable your return to work you are required to take all reasonable steps to accommodate this. Failure to do so could lead to disciplinary action.

Please note if a self-certification form is not completed, or a Fit Note as appropriate is not supplied, this may impact on your sick pay arrangements.

### **Payment during sickness**

If you are absent from work due to sickness or injury, and you comply with the requirements regarding notification and certification set out above, you will normally be paid as follows

Length of Service	Sick Pay Entitlement	
	Full Pay followed by	Half pay
Under one year	2 weeks'	2 weeks'
One to three years	8 weeks'	8 weeks'
Three years and over	13 weeks'	13 weeks'

Thereafter you will normally be paid the current rate of Statutory Sick Pay (SSP).

It is forbidden for employees to undertake work for anyone else whilst in receipt of sick pay, whether statutory, or discretionary or contractual company sick pay. In exceptional circumstances if it is felt that undertaking work, whether paid or unpaid, whilst signed off sick would be beneficial to aid recovery, then express written permission must be sought beforehand.

## **Illness whilst on holiday**

If you become ill whilst on holiday, you must notify your manager as soon as possible, in accordance with the usual reporting rules above. You must also provide medical evidence as soon as practicable for the entire period of your incapacity, irrespective of the number of days you were affected, if you wish to claim a refund of your holiday allowance.

## **Access to Medical Reports**

In certain circumstances it may be necessary for One25 to obtain a Medical Report from your Doctor / Specialist in order to establish:

- reason for and likely duration of absence
- when you will be able to return to work, and whether the problem will recur
- what, if any, treatment is being prescribed; and
- whether you can carry out all the duties of the job.

It is in the interests of both yourself and One25 to establish, with the benefit of expert medical opinion, your ability to work. You have certain rights under the Access to Medical Reports Act 1988.

Your Doctor / Specialist cannot submit the report to One25 without your consent. You may withhold consent to the report being sought or can request to see the report prior to it being forwarded to One25.

If you indicate that you wish to see the report in advance, One25 will inform you when the Doctor / Specialist has been written to; and the Doctor / Specialist will also be notified that you wish to see the report. You then have 21 days to contact the Doctor / Specialist regarding arrangements to see the report.

Should you indicate that you do not wish to see the report before One25, you still have the right to write to the Doctor / Specialist, if the report has not been provided to One25, and have 21 days to contact the Doctor / Specialist regarding arrangements to see the report. You have the right to ask the Doctor / Specialist for a copy of the report for up to 6 months after it has been supplied. (There may be a charge for this.)

You may ask the Doctor / Specialist to amend any part of the report which you consider to be incorrect or misleading. If the Doctor / Specialist are not in agreement, you may attach a statement of your views with the report. If the Doctor / Specialist think that you or others would be harmed by the report, or any part of the report, it can be withheld from you.

No decision will be made that could affect your employment without careful consideration of all the circumstances.

Where One25 wishes to obtain a medical report, you will be asked for your written consent. Should you withhold such consent, One25 will take a decision regarding your continuing employment without the benefit of medical opinion.

## **Adverse Weather**

One25 does not expect employees to put their own safety at risk when travelling into work during adverse weather conditions, but they should make every endeavour to attend work if practical.

If police advise that due to severe weather conditions roads and public transport should be avoided, One25 requires employees who are unable to attend work, or if they did attend work would be significantly late, to advise their manager as soon as possible. However, employees should do their best to anticipate problems getting into work and make arrangements with their manager the day before to work from home.

One25 is under no obligation to pay employees who do not attend work, if employees are found to be abusing these guidelines their pay will be withheld and disciplinary action may be taken.

## **Alcohol and drugs**

The use of alcohol or drugs (including but not limited to any banned substance) at the work place and / or during working hours is strictly prohibited, other than prescription medication which your medical practitioner has confirmed will not affect your ability to work safely. If your performance or attendance is affected as a result of alcohol or drugs or we believe you have been involved in a drug related offence you may be subject to disciplinary action which may lead to your dismissal.

## **Appointments**

Employees are expected to ensure that appointments to visit the doctor, dentist, hospital etc. are made in their own time and outside normal working hours. However, if this is not reasonably practical, time off work will be permitted to attend such appointments providing that the appointment is substantiated with an appointment card (if requested). Any such appointments, which have to be made in work time, should either be made at the beginning of the day, the end of the day or around lunchtime to minimise disruption to the business. We reserve the right to request employees schedule their appointments outside of work time, take leave of absence from their entitlement, take unpaid time off or make up hours not worked, where appropriate and reasonable.

## **Attendance and time keeping**

One25 places great importance on its employees attending work regularly and punctually. All employees are reminded that they should be ready to start work promptly at their designated commencing time. Persistent absenteeism and lateness may be dealt with under the Company's Disciplinary Procedure. Hours of work are detailed in the contract of employment.

If you need to leave work early or have time away during your normal working hours you must obtain your manager's authorisation beforehand, failure to do so will lead to your absence being recorded as unauthorised and unpaid and may lead to disciplinary action.

## **Blogging and social networking**

Blogging is defined as writing a personal online journal that is frequently updated and intended for general public consumption. Social networking is defined as sharing your personal interests and emotions in an online forum with like minded individuals. Common social networking sites include but are not limited to FaceBook, MySpace, Twitter and Bebo.

Blogging by employees and the use of social networking sites, whether using One25 property and systems or personal computer systems, is subject to the terms and restrictions set out below:

- Employees should not under any circumstances use One25's systems to participate in any internet chat room, post messages on any internet message board or set up or log text or information on a blog for non-business related reasons, accept in their own time.
- You are reminded that your duty of confidentiality to One25 applies to blogging and social networking. As such, workers are prohibited from revealing any confidential or proprietary information, trade secrets or any other material deemed as confidential by One25.
- Employees shall not engage, even in their own time, in any blogging or social networking that may harm or tarnish the image, reputation and/or goodwill of One25 and/or any of its employees or customers or which is detrimental to One25's interests.
- Employees may not, even in their own time, attribute personal statements, opinions or beliefs to One25 when engaged in blogging or social networking. If an employee expresses their beliefs and/or opinions in blogs or social networking sites, the employee may not, expressly or implicitly, represent themselves as an employee or representative One25.
- Apart from following all laws pertaining to the handling and disclosure of copyrighted materials, One25 trademarks, logos and any other One25 intellectual property may not be used in connection with any blogging or social networking activity.

One25 reserves the right to routinely monitor all users for the purpose of ensuring that One25 rules are being complied with, investigating wrongful acts, or complying with any legal obligation.

Any breach of the above terms is likely to result in disciplinary action being taken. A serious breach of this policy may be considered as gross misconduct warranting summary dismissal.

## **Bullying and harassment**

Bullying and harassment is considered as unwanted behaviour that is offensive and causes emotional or physical harm to the recipient. It is humiliating and unacceptable within the working environment and unlawful.

We prohibit harassment, retaliation and victimisation of any kind. Harassment, victimisation and bullying may include:

- Derogatory name-calling
- Derisory remarks, verbal abuse, insults and threats
- Ridicule or belittling of an individual
- Repeated gibes in reference to personal traits or appearance
- Offensive verbal or practical jokes
- Exclusion from normal workplace conversation or social events
- Unfair allocation of work and responsibilities
- Offensive graffiti or insignia
- Display or electronic transmission of offensive material
- Physical attack
- Incitement of others to commit any of the above

Harassment relating to disability may include:

- Unwelcome discussion of the effects of a disability on an individual's personal life
- Refusal to work / study alongside a person with a disability
- Communicating with a person with a disability via a third party
- Excluding a person with a disability or who cares for a person with a disability from social events or meetings
- Uninvited, patronising or unnecessary assistance with work / study
- Prejudging an individual's capabilities without reference to him / her
- Mischievous interference with personal aids or equipment

An employee who is a victim of minor harassment or bullying is advised to make it clear to the harasser / bully that they consider the behaviour unacceptable and request that they immediately stop the offensive behaviour. This can be done orally or by a letter (if this is done by letter, a copy should be sent to the CEO). In the letter it

should state the name of the harasser / bully, the nature of the harassment / bullying, dates and times when the harassment occurred, names and witnesses of any incidents and any action already taken to date by the complainant to stop the harassment / bullying.

If the harassment / bullying continue, the employee should take their complaint through the grievance procedure. All complaints will be handled in a timely and confidential manner. Employees will be protected from intimidation, victimisation or discrimination for filing a complaint or assisting in an investigation. Retaliating against an employee for complaining about harassment or bullying is a disciplinary offence. There will be a full investigation and action will be taken if the complaint is considered to be justified. This is likely to result in disciplinary action.

An allegation of bullying or harassment is a serious one. An employee who brings a complaint of bullying or harassment will not suffer any victimisation for having done so but, should their complaint prove to be untrue, malicious and / or made in bad faith, then disciplinary action may be taken against the person making the complaint. This is necessary in order to protect the integrity of this policy.

## **Carer's Leave**

In certain circumstances where an employee has caring responsibilities for a dependent child or adult the TOIL policy may be amended to accommodate unplanned but necessary caring responsibilities that require time off work.

In this case - more than 1 days TOIL may be taken in 1 time sheet period, and should be noted on a time sheet as C. In addition up to the equivalent of 3 days negative TOIL can be taken but this must be worked back as soon as practicable and definitely within 3 months.

If negative TOIL is not worked back within 3 months from the date it was taken, unless in exceptional circumstances and agreed by the CEO, it will automatically be converted to Leave (paid or unpaid if no paid Leave remains).

In the event that an employee leaves One25 still owing negative TOIL this will be deducted from any untaken leave or if no leave remains deducted as unpaid leave.

## **Company property**

It is the responsibility of all employees to take reasonable precautions to secure any One25 property.

Use of One25 property for any purpose other than normally defined duties is not permitted. Failure to adhere to the above may result in disciplinary action being taken.

We reserve the right to require employees to immediately return any One25 property which is in their possession or control, at any time, on demand, and with immediate effect.

On termination of your employment it is your responsibility to ensure that all One25 property is returned in a clean and fit state. Failure to do so may lead to a charge being made, equivalent to the value of the property or the cost required to either repair damaged property or clean it, and that amount being deducted from your final salary or other payment due to you.

## **Compassionate leave**

In the event of serious illness or death of a close family member (e.g. spouse, mother, father, sister, brother, daughter, son, mother-in-law or father-in-law) we aim to be as supportive as possible but recognise that every case will be different. We would therefore encourage you to speak to your Manager to agree arrangements for time off on compassionate grounds. Leave will need to be approved with the CEO and may be taken as holiday or unpaid leave or may be, at our discretion, paid.

In order to attend a funeral of a close friend or non-immediate member of family, you may take the time off as holiday or unpaid leave.

## **Conduct**

You are expected to demonstrate certain standards of professional conduct and performance, ensuring you carry out your duties for One25 effectively and competently with integrity and honesty, and with due regard to public safety. As a general principle you should adhere to the following standards:

- Maintain confidentiality both internally and externally
- Only undertake work that your education, training and experience have rendered you competent to perform. If work is not of this nature, always seek appropriate approval and support
- Provide work or services of a quality and scope, and to a level, which are commensurate with accepted standards of the role
- Disclose any interest, whether financial or otherwise, which is related to the work for which you have been employed and which may cause conflict. This applies to interests in any company, firm, organisation or with any person
- Ensure your attire and appearance is suitable and reflects positively on One25
- Maintain good relations with those for whom and with whom you work both within One25 and with customers or clients
- Respect the property of One25 and of other people
- Maintain an accurate record of any business expenses incurred and work completed via the authorised forms.

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 and the Company will become involved where incidents occur:

- at office parties, office drinks events or other work-related social occasions or gatherings, whether organised by the Company or by employees themselves
- at social occasions or gatherings organised by the Company's customers or clients where the employee has been invited in their capacity as an employee of the Company
- at work-related conferences or training and development events
- whilst the employee is working away on business on behalf of the Company.

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

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

Where the employee's off-duty conduct seriously undermines the trust and confidence that the Company has in the employee, and / or brings the Company's name into disrepute, whether at a work-related social occasion or otherwise, under the Company's disciplinary procedure this could result in the employee's dismissal.

## **Confidential information**

During the course of your employment with One25 you may have access to secret or confidential information regarding the affairs of the Company and its clients, customers and business associates.

During the course of your employment and after its termination you shall not use any Confidential Information (save for the benefit of the Company and in the proper performance of your duties); and you shall not, without the Company's prior written consent, disclose, divulge or communicate directly or indirectly to any third party, any Confidential Information.

Nothing in this clause shall restrict or limit your rights under the Public Interest Disclosure Act 1998 (whistleblowing legislation).

You further undertake that immediately on termination of your employment, you will return to us all equipment, documentation and data in your possession belonging to

us, including documents (computer data or copy), abstract, summary or précis thereof, made or obtained by you in the course of your employment.

## **Data protection**

Information is kept about employees for legal purposes (e.g. for payroll), for administration purposes and for the purposes of day-to-day management. Also, from time to time One25 may use information held for monitoring purposes or need to disclose some data it holds about you to relevant third parties (e.g. where legally obliged to do so by HM Revenue and Customs or where requested to do so by yourself for the purpose of giving a reference).

Employees should therefore be aware that One25 will hold information on file which may include:

- Details supplied on CV
- Interview notes
- References received
- Contracts
- Copies of any direct correspondence with employees
- Disciplinary records
- All file notes relating to the day to day management of the employee
- Medical certificates
- Other information covering periods of absence, training records and any other material considered appropriate by the CEO

The Data Protection Act 1998 allows employees to have access to information stored about them. Employees can ask for access to their own personal details held on computer or held manually. Employees who wish to see their records should give One25 notice in writing and it may take up to 4 weeks to provide the information.

## **Disciplinary procedure**

It is our intention that all employees are treated fairly and consistently. Every effort will be made to help employees carry out their duties and staff will be given sufficient opportunity to demonstrate commitment to their work and to One25. However, if an employee commits an act of misconduct or is not able to meet the performance requirements of their position, the following procedure will apply.

### **Policy objectives**

The purpose of this disciplinary procedure is to:

- ensure consistent and fair treatment of disciplinary and performance issues, and
- help and encourage employees to achieve and maintain appropriate standards of conduct and performance

This procedure aims to bring about improvements in work and conduct. It is not simply a mechanism for dismissing employees, although in some cases this may be the outcome of the procedure.

One25 will not dismiss an employee for a first offence, unless the offence amounts to gross misconduct (see gross misconduct section), in which case the employee will be dismissed without notice or pay in lieu of notice.

## **Procedure**

If an employee breaches One25 standards of conduct or performance, One25 will carry out the following procedure:

- Conduct a prompt and proper investigation. What constitutes a 'proper investigation' will depend on the nature of the case and will be at the discretion of One25. If the employee is asked to attend a meeting, One25 will specify whether the meeting is investigatory or disciplinary. In conduct (but not performance) cases, where possible a different manager will carry out the investigation hearing to the disciplinary meeting. Depending on the circumstances, it may be appropriate to briefly suspend the employee with pay from work to enable the investigation to take place. Suspension with pay does not amount to a disciplinary sanction. However, during the period of suspension, the employee will not be entitled to enter One25's premises except at the prior written request or with the prior written consent of One25, and subject to such conditions as One25 may impose. The decision to suspend an employee will be notified by the Manager and confirmed in writing.
- Give or send the employee a letter, setting out the complaint made against the individual, advising that they must attend a disciplinary meeting to discuss the matter and confirming the time, date and location of the meeting which will be at least 48 hours away. The letter will also explain the possible outcomes of the disciplinary meeting, including highlighting if dismissal is a potential outcome, and the employee's right of representation by a work colleague or recognised trade union official. If an employee has difficulty understanding the letter, they should ask for an explanation. An employee who has been invited to attend a disciplinary meeting must take all reasonable steps to attend the meeting. If an employee fails to attend a disciplinary meeting without previously advising One25 of their justifiable reason as to why they cannot attend One25 will make a decision in their absence based on the evidence available. One25 reserves the right to withhold Company sick pay if an employee goes absent during the course of any disciplinary action and to make a decision in their absence.
- Give the employee copies of relevant evidence before the meeting.
- Give the employee and any permitted companion a reasonable amount of time to consider their response to this information.
- The reason for the disciplinary meeting (previously confirmed in writing) will be restated at the start of the disciplinary meeting. The employee will have an

opportunity to put forward their case in respect of the allegations made. One25 will summarise the main points after discussion and check the employee has nothing further to add before adjourning to make a decision.

- Give the employee a copy of meeting records.

If matters come to light during a disciplinary meeting which require further investigation, One25 may, at its discretion, adjourn the meeting to enable further investigation to be carried out.

One25 will not undertake any disciplinary action without first completing the above procedure. Each stage of the procedure will be carried out without unreasonable delay.

One25 will keep records of any action taken under these disciplinary procedures. These will be treated as confidential.

Employees have the right to appeal against any formal action taken against them under the procedure and have the right to be accompanied at an appeal meeting.

### **Right to be accompanied**

In any disciplinary meetings under the procedure, including appeals, an employee has the statutory right to be accompanied by a fellow worker or trade union official of their choosing. The employee must advise One25 of who they have chosen as a companion, if they wish to have one, prior to attending any meeting. The companion may address the hearing to put forward the employee's case, sum up their case, respond on the employee's behalf to any view expressed at the hearing and confer with the employee during the hearing. The companion does not, however, have the right to answer questions on the employee's behalf, address the hearing without the permission of the employee, or prevent anyone, including the employee, from making their contribution to the hearing.

### **Misconduct**

The following are examples likely to result in disciplinary action:

- Lateness / poor timekeeping / poor attendance
- Poor performance including failure to maintain work standards
- Poor attitude demonstrated towards work
- Refusal to obey a reasonable instruction
- Neglect, damage and / or abuse of company facilities / property resulting in damage or mess
- Repeated failure to provide appropriate sickness absence documentation
- Rudeness to a client or supplier
- Refusal to wear protective clothing or personal protective equipment
- Interference with any company plant or property
- Disregarding safety instructions or safety precautions

- Infringement of company rules
- Disregarding warning notices
- Continued use of company phones and/or company computer equipment for non work related matters

### **Gross misconduct**

There are certain actions that constitute misconduct serious enough to justify dismissal without notice or pay in lieu of notice. One25 reserves the right in each case to decide what constitutes gross misconduct. The following are examples of gross misconduct, however these are intended as a guide only and the list is not complete or exhaustive:

- Refusal to accept and act on reasonable instructions from management
- Serious negligence that could or does result in unacceptable loss, damage or injury
- Fighting, assault or threatening / bullying behaviour and / or any violent act
- Theft, fraud or falsification of Company records or any dishonesty involving One25, its employees, clients or authorised visitors or attempts to commit such offences, including working whilst claiming company sick pay, making false statements on the application form, falsification of time sheets
- Deliberate or reckless damage to the property of One25, its employees, customers or authorised visitors
- Being unfit to work through alcohol or illegal drugs or other prohibited substances on company property and / or during company activities
- Misuse or consumption of Company owned products, funds or property
- Inappropriate use of other employee's cash or property
- Criminal offences against One25 or another employee
- Disorderly behaviour (including sleeping) likely to cause damage, injury or waste of resources
- Deliberate and serious contravention of Health and Safety procedures or any action likely to endanger the health and safety of the employee or any other person
- Possession, sale, transfer or use of any illegal drugs or other prohibited materials including alcohol (unless alcohol is so provided by One25 on special occasions) on company property and / or during company activities
- Deliberate harassment (including harassment on the grounds of sex, race, disability, age, religion, sexuality, sexual orientation and other prohibited forms of discrimination) or deliberate discrimination of any other member of staff, supplier, client or third party
- Unauthorised absence of more than 5 working days
- Bringing One25, its name, employees, volunteers and / or clients into disrepute, including making false statements about any of these.

This list illustrates the type of conduct that normally merits dismissal for a first offence; however other types of offence, such as deliberate unlawful discrimination may be treated as gross misconduct, depending on the seriousness of the case.

If One25 is satisfied, following investigation and a disciplinary hearing, that the employee has committed gross misconduct, One25 will normally dismiss the employee without notice or pay in lieu of notice. In certain circumstances, demotion or suspension without pay may be used as an alternative measure.

### **Possible outcomes of a disciplinary meeting**

For certain first offences, disciplinary action might be considered more appropriate than dismissal. In such cases, One25 may issue a formal warning to an employee, which may be a Written (Stage 1) or Final warning / Disciplinary Suspension (Stage 2) as appropriate.

Depending on the seriousness of the misconduct or poor performance or the disciplinary record of the employee, Stage 1 of the procedure may be omitted.

Should a formal warning for misconduct be on file, any subsequent act of misconduct, if found, is likely to result in an escalation of the disciplinary procedure. Therefore different acts of unrelated misconduct could result in the procedure being escalated. This will not be the case, however, if the previous warning has expired. As required, One25 will always consider relevant mitigating circumstances presented by the employee during the disciplinary investigation or hearing before making a decision.

### **Stage 1 Written warning**

One25 may issue a Stage 1 warning if the employee's conduct or performance does not meet One25's standards.

If, as a result of a disciplinary hearing, One25 decides to issue such a warning, they will advise the employee of the following:

- the reason for the warning
- that it is the first stage of One25's disciplinary procedure
- the action or improvement (if any) required of the employee
- the timescale for implementing any such action, if appropriate
- the consequences for the employee of not implementing the required action or of further misconduct
- when the warning will cease to have effect, subject to satisfactory conduct or performance—(normally be after six months but a longer period may be stated in exceptional cases)
- the right to appeal, in writing to the CEO within 5 working days of being advised of the warning

All of these matters will be confirmed to the employee in writing.

## **Stage 2 Final written warning**

One25 may issue a final warning if:

- the required improvement is not achieved within the timescale stated in a Stage 1 warning
- further misconduct or poor performance occurs within the timescale of a Stage 1 warning, irrespective of whether this involves a repetition of the previous conduct or poor performance
- the seriousness of the misconduct or poor performance merits it, regardless of whether any previous warnings have been issued

One25 may issue a final warning. If, as a result of a disciplinary hearing, One25 decides to issue such a warning, they will advise the employee of the following:

- the reason for the final warning / disciplinary suspension
- the action or improvement (if any) required of the employee
- the timescale for implementing any such action, if appropriate
- the fact that this is a final warning and that the next stage of the procedure will be dismissal
- when the warning will cease to have effect, subject to satisfactory conduct or performance (normally be after 12 months but a longer period may be stated in exceptional cases)
- the right to appeal, in writing to the CEO within 5 working days of being advised of the warning

All of these matters will be confirmed to the employee in writing.

## **Dismissal**

One25 may dismiss an employee if:

- the required improvement is not achieved within the timescale stated in a previous warning
- further misconduct or poor performance occurs during the timescale of a previous warning, irrespective of whether this involves a repetition of the previous conduct or poor performance
- it is reasonably believed that the employee has committed an act of gross misconduct

Unless dismissal is for gross misconduct, the employee will be dismissed with notice or pay in lieu of notice.

If the decision is taken to dismiss the employee, the CEO will advise the employee of the following:

- the reason for the dismissal
- the date on which the dismissal takes effect
- the appropriate period of notice
- the right to appeal, in writing to the CEO within 5 working days of being advised of the dismissal.

All of these matters will be confirmed to the employee in writing.

In exceptional circumstances, One25 may seek the employee's agreement to demotion or other penalty as an alternative to dismissal. Such measures may include:

- A change of duties to avoid a repeat of the performance issues experienced and / or
- A demotion to duties which will endeavour to avoid a repeat of the performance issues experienced and / or
- A reduction in salary / benefits commensurate with a revised role, duties or an entirely new position

If appropriate, a final warning may also be issued or continued in force.

## **Appeals**

Any employee who is dissatisfied with the decision of their disciplinary hearing can appeal against the decision. Appeals should be made in writing to the CEO, setting out the reasons for the appeal, and delivered to them within five working days of the disciplinary decision. One25 will then invite the employee to an appeal meeting, which will normally take place within five working days. At the appeal meeting the employee has the right to be represented by a work colleague or trade union official.

The appeal meeting can take place after the disciplinary decision has taken effect.

For all cases, including dismissal, where possible the appeal will be heard by a member of the senior management team / Trustee or a nominated deputy who was not involved in the original meeting or decision. If no independent person is available the appeal will be heard by the CEO or her nominated deputy.

Wherever possible, the appeal decision will be communicated to the employee orally and in writing within three working days of the hearing. An appeal might overturn, uphold or reduce the original disciplinary decision. The decision of the appeal hearing is final.

Warnings are held on file and are 'live' for a specified period of time, thereafter they remain on file.

## **Driving**

We do not provide company transport but it is likely that you may be driving on Company business. For these times the following applies:

- The vehicle being used should be roadworthy, taxed and safe to drive and you should hold a current and valid driving licence.
- There should be the relevant insurance in place, e.g. for business mileage. We accept no responsibility for loss and/or damage to the employee/their vehicle or any 3<sup>rd</sup> party as a result of using the private vehicle on Company business.
- You can claim a mileage rate for any business mileage using the approved HM Revenue and Customs rates.
- Employees must not consume alcohol or drugs prior to or during the course of driving. Infringement of this rule may result in dismissal.
- Employees must not use their mobile phone without a hands-free kit while driving. If an employee doesn't have access to a hands-free kit, they must ensure that the vehicle is safely stationary and engine switched off when making or receiving calls.
- Employees must comply with the Road Traffic Legislation in force from time to time. If an employee is found guilty of a criminal offence committed while driving on Company business, they will be personally liable for any fine or penalty levied.
- We do not expect employees to be driving on Company business when excessively tired due to working an extremely long day or having to get up exceptionally early (other than your allocated shift start time). Please speak to your Manager to discuss options so that the situation does not occur.

## **Electronic communications and systems**

The intent of this policy is to ensure that all employees are aware of the proper and legal use of the Company's computer systems and data. This includes but is not limited to the use of PCs, laptops, the internet, emails, telephones, Blackberries, personal digital assistants (PDAs), voicemail, fax machines, copiers, scanners and CCTV. This list is not exhaustive. All employees have a responsibility to use these resources in an efficient, effective, ethical, and lawful manner.

To protect the integrity of the Company's electronic communications and data, employees must abide by the following regulations. Failure to do so may result in disciplinary action.

The Finance and Resources Manager has overall responsibility for the IT network and should be regarded as the first point of contact for any problems you may have. Alternatively the Finance and Resources Manager can be contacted.

You should familiarise yourself with the following information on the authorised use of the Company's computer network and other resources

### **Procedure**

You should use the Company's electronic communications system in a responsible, effective and lawful manner. Whilst we don't prohibit personal or non-work related use of the system, all users must remember it is intended for use as a business tool therefore emails and telephone calls (personal and business) can be monitored and accessed by the Company. We cannot allow employees' personal emails to affect the successful operation of the email system. We provide access for personal use outside working hours.

The content of an e-mail message is subject to all applicable laws (e.g. laws relating to copyright, defamation, data protection, public records, discrimination, harassment and pornography).

All e-mail attachments received from outside the Company must be treated with the greatest suspicion as they may contain a virus, irrespective of the originator of the material. While all systems should operate virus protection software, this is not guaranteed to identify all viruses. If you suspect that an e-mail message or attachment may contain a virus, please advise a member of the admin team immediately. Do not open or download any such attachments without prior authorisation.

All data and information stored or processed on the Company's systems or transmitted within or from the Company is the property of the Company and may be accessed or monitored by the Company for any lawful purpose.

The Company retains access to and reserves the right to retrieve and review information during audits of its systems. You should have no expectation of privacy when using the company's electronic communication systems. The Company reserves the right to retrieve the content of messages for the purpose of:

- monitoring whether the use of the e-mail or telephone system is legitimate
- to find lost messages or to retrieve messages lost due to computer failure
- to assist in the investigations of wrongful acts
- to comply with any legal obligation

You are responsible for the security of your user account and e-mail facility and you must not allow access to your workstation by any unauthorised individuals. You should therefore observe the following instructions:

- your password should be changed at regular intervals
- your password should be kept confidential at all times and you are not permitted to divulge your password to any other individual, including your Manager, other than for a specific recovery action if a failure of the Company's system occurs

- unauthorised use of a password will be treated as a disciplinary matter

The following rules apply when sending electronic communications:

- *you shall take care in all correspondence, as it is subject to the same rules relating to its disclosure in any court action as written correspondence. You are to adopt the same standards as are required for any other written correspondence within the Company*
- *messages are to be concise and directed to those individuals with a need to know and general messages to a wide group should only be transmitted where absolutely necessary*
- if you send a libellous message, you are liable for the damage caused to the reputation of the individual or organisation concerned
- the Company's electronics systems shall not be used for personal gain (including any personal business use) or for the breach of any of the Company's employment policies (for example, this will include the creation of any e-mail which could result in a hostile or offensive working environment based on race, sex, religion or belief, sexual orientation, age, disability, gender reassignment, pregnancy and maternity, marital or civil partnership status or any other personal characteristic)
- you will not harass any individual firm or organisation through the use or misuse of the Company's electronics systems (for example, the use of e-mail for "gossip", jokes or the submission of any pictures or stories including those which are harassing, demeaning or offensive to any individual or group);
- if a message is sent to you in error, then you must redirect it to the sender as soon as practicable. If the message contains confidential information then you must not disclose or use this information in any way. If such a message is received you must inform your Manager.
- you should not type messages entirely in capital letters. **IF YOU WRITE IN CAPITALS, IT WILL BE ASSUMED THAT YOU ARE SHOUTING!**
- you should stay in touch by remote access when travelling and use an out of office response when away from the office for more than a day.

Misuse of the Company's electronic systems for transmission of any material in any of the following categories will constitute gross misconduct, entitling the Company to dismiss you without notice or pay in lieu of notice:

- defamatory
- offensive or obscene (including the dissemination of obscene or pornographic materials)
- insulting or threatening
- malicious
- racist, sexist or otherwise discriminatory
- protected copyright material

The Company may at any time withdraw the provision for you to use the Company's electronic systems for personal use e.g. e-mails.

## **Internet access**

The network enables users to access the internet and this access is intended as a business tool. Whilst we do not prohibit personal use on the work stations it should only be used reasonably and sensibly as we do allow access outside working hours. However even when accessing the internet outside of working hours you must exercise reasonable judgement as to what internet use is appropriate in a workplace environment.

Employee use of the internet is subject to monitoring and the Company reserves the right to bar or restrict the use of such sites that it considers inappropriate.

You are not permitted to access any sites which the Company considers inappropriate including access for personal use. Accessing or circulating such material will be regarded as an abuse of IT facilities and disciplinary action up to and including dismissal without notice will be taken in such circumstances. This includes (but is not limited to) the following types of website:

- Adult entertainment
- Drugs
- Racism / hate
- Sex
- Militancy
- Violence
- Bulletin boards
- Newsgroups
- User groups
- Blogging or social networking sites (please refer to the blogging and social networking section within this handbook)
- Any other Internet service of any kind resulting in unauthorised cost to the Company.

If you require access to a barred site for legitimate business reasons please speak to your Manager.

The Company may withdraw access to the internet at any time.

## **Downloading files from e-mail and the internet**

Files downloaded from the internet or via e-mail present a risk to the Company due to the possibility of a computer virus and infringement of licensing or copyright laws. It is your responsibility to make sure that all files downloaded or received are in compliance with the following rules and guidelines and do not cause any such infringements:

- Only download data appropriate to your business activities. All appropriate plug-ins to allow you to use the internet will be supplied by the Company. You are not permitted to download plug-ins without the approval of the Finance and Resources

Manager.

- Do not install programmes downloaded from the internet without prior reference to the Finance and Resources Manager.
- You are not permitted to download material from the internet for personal use.
- You are not permitted to install copied software, hacked or port-scanning software.
- Do not download, copy or transmit to third parties the works of others without their permission as this may infringe copyright.

## **General**

If you are in doubt about any of the above, please contact the Finance and Resources Manager.

Any abuse of the above may result in disciplinary action, up to and including summary dismissal for Gross Misconduct.

The Company may lay down further rules or amend these rules.

## **Expenses**

### **Claiming expenses**

You may only claim for expenses where you have incurred a cost that was wholly and necessary in order for you to carry out your duties of employment. You must provide full details of the expense on the expenses claim form and receipts must be attached to the form. Failure to provide a receipt may result in your claim being rejected.

It is your responsibility to take due care over the claiming of expenses to ensure that your claims are accurate and valid.

### **Authorisation procedure**

All expense claims must be checked and approved in accordance with normal Company procedures. They will be approved and authorised by your Manager and will be paid by credit transfer monthly in arrears.

### **Expenses claim form**

The expenses claim form should be used for all claims. A copy of the claim form is available from the Finance and Resources Manager. Substitute or alternative forms will not be accepted. A separate form should be used for each month.

The following details should be included on all claims:

- Name
- Date the expense was incurred
- Full description of the expense and the reason for claiming the expense
- VAT receipt / invoice provided

Further details may be required, depending on the type of expense incurred.

## **Eye Tests**

Staff who habitually use display screen equipment as a significant part of their normal work, and who feel they need an eye test, can claim a refund for the cost of their test and a small contribution to the cost of any glasses they may be prescribed if they are for computer work only.

## **Equal opportunity \***

We are committed to the provision of equal opportunities and One25's policy is to treat all applicants, third parties and employees fairly, regardless of sex, marital and / or civil partnership status, pregnancy and maternity, sexual orientation, religion or belief, gender re-assignment (whether proposing to undergo, is undertaking or has undergone the process), race (including colour, nationality, ethnic or national origin), age and disability. The equal opportunities policy applies at all times and should influence the way in which individuals treat their colleagues, clients, candidates, visitors, third parties and contacts.

We regard direct or indirect discrimination, victimisation and harassment on any of the grounds above as a serious matter. This also covers discrimination by association (e.g. where an employee is discriminated against because they care for a disabled person) or by perception (e.g. where an employee is discriminated against because it is perceived that they are gay when actually they are not). Employees who display such behaviour will be subject to our disciplinary procedure. These acts will constitute gross misconduct and will result in summary dismissal in the absence of mitigating circumstances.

If you believe that you have received treatment contrary to our equal opportunities policy you should pursue your complaint through the grievance procedure.

\* See also Equality and Diversity Policy

## **Family emergencies**

You are entitled to take reasonable time off, without pay, to deal with a family emergency, this is called dependency leave. Any time off should only be long enough to deal with the problem that has arisen and sort out any longer term arrangements, usually no longer than 1 day. From 1<sup>st</sup> May 2015 One25 staff will be entitled to some paid dependency leave. Full time staff can claim up to 5 days paid dependency leave per year, and part time staff a pro rata allowance. All other terms and conditions of dependency leave remain unchanged. Longer-term leave can be taken through other leave arrangements and will be at the discretion of One25.

This right to time off only applies when a dependant (i.e. spouse, partner, child, parent or a person living in the same household, but not a lodger or domestic worker) is involved. The person for whom you are taking time off must reasonably rely on you for help on a day-to-day basis or for making arrangements for them to be cared for and the incident or emergency must be quite serious and genuinely unexpected e.g. when a dependant is ill, injured or assaulted.

You are also entitled to take time off to deal with the death of a dependant, or where your arrangements for care for a dependant break down unexpectedly, or should there be an incident involving your child at school.

If you fail to contact One25 as soon as reasonably practical with the reason for your absence, you will lose the automatic right to time off. In contacting One25 you must also say how long you are likely to be absent. Should you not notify us of the reason for your absence or if you are thought to have abused this right in some way, disciplinary action may be taken.

## **Flexible working**

You may request to work flexibly. There is not an automatic right as there will always be circumstances when it is not possible to accommodate an employee's desired work pattern.

### **Eligibility**

- be an employee
- have worked with the Company continuously for at least 26 weeks at the date the application is made
- have not made another application to work flexibly in the past twelve months

### **Changes that may be requested**

Eligible employees will be able to request:

- a change to the hours they work
- a change to the times when they are required to work
- to work from home

### **The procedure**

- An employee must make an application in writing specifying the proposed change and may only make one application a year. Those applications which are accepted will result in a permanent change to the employee's own terms and conditions of employment, unless agreed otherwise
- Once the application has been received arrangements will be made to talk privately with you as soon as possible (this may be in a meeting format or in some other way e.g. phone).

- There is no longer an automatic right to be accompanied at any meeting however this may be offered in which case it will need to be a work colleague or a trade union official.
- The company will advise you of the decision including any appeal within three months of the date of the application.

### **Right to appeal**

There is no automatic right to be able to appeal against the decision however the organisation considers that this is good practice. Any outcome decision of any appeal will be communicated within 14 days of the appeal meeting

## **Grievance procedure**

If you have a grievance in relation to your employment you should bring that grievance to One25's attention using the following procedure.

The purpose of this grievance procedure is to ensure that any problems you have are dealt with promptly and resolved fairly. It aims to provide you with an opportunity to discuss the problem and find a mutually agreeable solution. The time limits suggested below may vary to allow further investigation of a problem or because of work commitments.

In many cases problems can be resolved quickly through informal discussion. When a problem occurs, your first step should be to speak informally to the Finance and Resources Manager. They may need to speak to others who can help find a solution to the problem. If the problem cannot be resolved through this informal discussion, the following steps should be taken. You may be accompanied by a work colleague or Trade Union representative during any grievance or appeal meeting. You should advise One25 who your companion is prior to the meeting.

One25 may use external mediators during the procedure where appropriate.

Grievance records will be kept confidential and copies of meeting records provided to the employee.

### **Stage one: Statement of grievance**

You should formally write to the Finance and Resources Manager setting out the problem and confirm the actions you have taken to date to resolve the situation. You should also state that it is a formal grievance. They will investigate the situation, consulting with other members of staff where appropriate.

### **Stage two: The meeting**

You will be invited to attend a meeting with the Finance and Resources Manager to discuss your grievance. The meeting will be arranged as soon as possible on receipt of your grievance statement.

You must take all reasonable steps to attend the meeting. If you or your chosen companion is unable to attend the meeting at the time proposed, you should suggest an alternative date and reasonable steps will be taken to rearrange the meeting. However the alternative date must not be more than 5 working days after the original proposed date.

We will advise you when you will get a response if one is not provided at the meeting and write to confirm our decision after the meeting. You will also be advised that you can appeal against the decision within five working days to the CEO if you are unhappy with it.

### **Stage three: Appeal**

If you are still dissatisfied with the outcome of the meeting, you have a right to appeal One25's decision. You must notify us of your appeal in writing within five working days of obtaining the written communication of the outcome of Stage Two. You should send your letter to the CEO, together with copies of any correspondence that you want to rely on, setting out the grounds of your appeal.

We will then arrange a meeting as soon as practical to discuss the problem and the action taken so far. Again, this will be with a view to reaching an agreement on how the problem can be resolved. You must take all reasonable steps to attend the meeting. Where possible the appeal will be dealt with by a manager not previously involved in the case. If this is not possible, the appeal will be heard by the CEO.

In the event that the grievance relates to a disciplinary matter, notes of the content of the meeting will be taken and signed by everyone present at the meeting. A copy of these notes will be placed on your personal file.

After the meeting One25 will write to you informing you of our decision.

All decisions arising from the meeting will be final and there is no further right of appeal within One25.

## **Health and Safety \***

The Health and Safety at Work Act places general duties for health and safety on all people at work - employers, employees and self-employed people. Individuals as well as organisations may be prosecuted for breaches of the Act. All employees have a statutory duty to observe all health and safety rules and to take all reasonable care to promote the health and safety at work of themselves and their fellow employees. Set out below are our main duties and obligations as your employer, together with details of what we expect from you.

As your **employer**, our duties include:

- Making your workplace safe and without risks to health

- Making sure equipment is safe and safe systems of work are set and followed
- Ensuring articles and substances are moved, stored and used safely
- Providing adequate welfare facilities
- Giving you the information, instruction, training and supervision necessary for your health and safety.

We will also:

- Assess the health and safety risks and put control measures in place
- Draw up a health and safety policy. All employees must read the policy and sign to this effect
- Set up emergency procedures
- Provide first aid facilities
- Make sure that your workplace satisfies health, safety and welfare requirements in areas including ventilation, temperature, lighting and toilets
- Make sure that work equipment is suitable and is maintained
- Take precautions against danger from sources such as flammable or explosive hazards, electrical equipment, noise, radiation, and incorrect manual handling
- Provide and maintain safety signs
- Report certain injuries, diseases and dangerous occurrences
- Undertake appropriate risk assessments

As an **employee**, you must:

- Take reasonable care of your own health and safety and that of others who may be affected by things you do at work
- Co-operate with us on health and safety
- Correctly use work items provided for your use. You should use such items as trained or following instructions given
- Not interfere with or misuse anything provided for your health, safety or welfare
- Report any safety concerns to your manager. These could include, for example, trailing or worn cables, worn or frayed floorings, slippery surfaces and worn or broken equipment.
- Report any faults in equipment to your manager
- Report all accidents and near misses to your manager
- Help us keep emergency exits, stairs and corridors free of obstructions
- Keep the kitchen area and WCs as clean and tidy as possible

## **Evacuation**

You should make yourself familiar with evacuation procedures, details of which can be found in the Health & Safety Policy.

In the event of a fire you should immediately sound the alarm and notify the senior member of staff present.

## **First aid**

All accidents must be recorded in the accident book which is located in the Casework Office in the Grosvenor Centre. First Aid Boxes are located in both 140 and the Grosvenor Centre and in the Van. If you become ill at work and need medical attention, we will make arrangements to call a doctor or call the emergency services if necessary.

\* See also Health & Safety Policy

## **Holidays**

Our holiday year is 1<sup>st</sup> January to 31<sup>st</sup> December.

In addition to bank / public holidays (of which there are normally 8), you are entitled to 25 working days' (which equates to 6.6 weeks in total and inclusive of bank / public holidays) paid holiday per full year worked (or pro rata where you start part way through the year). Your holiday entitlement will start to accrue from the first day of your employment. During your first and last calendar years of employment with One25 your holiday entitlement will be calculated at the rate of 2.08 days for each completed calendar month. We will round up your holiday entitlement to the nearest half-day. Any absence of more than 4 weeks, unless for a statutory reason, e.g. maternity, will not accrue holiday for the period over and above the statutory holiday entitlement.

Part time workers are equally entitled to 6.6 weeks holiday inclusive of bank / public hols and therefore  $6.6 \times [\text{number of hours worked per week}] = \text{total hours of holiday entitlement}$  (this includes entitlement for bank / public holidays which part time employees need to book as leave).

For all your holiday, you will need to take your holiday entitlement at a time to be agreed with One25. You must submit a holiday request via the holiday request form at least 2 weeks prior to the dates you are looking to take and this has to be authorised by your Manager. We will try to meet all reasonable requests for holiday but if this is not possible you may be asked to reschedule. We recommend you obtain One25's agreement before you commit yourself to bookings or any other positive arrangements.

Any holiday entitlement in excess of 5 days cannot normally be carried forward from one holiday year to the next and will be forfeited without pay. In exceptional circumstances and with the CEO's permission more than 5 days can be carried forward. Any leave carried forward must be used within the first 13 weeks of the new holiday year.

If you are sick whilst on holiday and wish to retain the holiday entitlement, you should follow the rules as set out under 'illness whilst on holiday' within the absence section

of this handbook. Failure to do so will mean the time is defined as holiday.

In the event of termination of your employment through either resignation or dismissal, we will compensate you for any accrued but untaken holiday entitlement outstanding on the termination of your employment at the rate of 1 / 260th of your annual basic salary for each accrued but untaken day of holiday. If you have taken more leave than has accrued to you at the time you leave employment, you must repay to One25 the excess holiday pay paid to you at the rate of 1 / 260th of your annual basic salary for each day's holiday taken in excess of your entitlement.

## **Maternity, Adoption, Parental, Paternity & Shared Parental Leave**

From 1<sup>st</sup> December 2014, rules regarding maternity/adoption, parental and paternity leave have changed with the introduction of an option for 'shared parental leave' for parents having or adopting a child from 5<sup>th</sup> April 2015. (see also family emergencies policy)

From this date, your entitlement options are:-

1. A mother / adopter can take a maximum of 52 weeks' maternity/adoption leave (refer to maternity leave and pay section)
2. A partner can take a maximum of 2 weeks' paternity leave (refer to paternity leave and pay section)
3. A mother and partner can share parental leave up to a maximum of 52 weeks if the mother/adopter ends her maternity/adoption leave early (refer to shared parental leave and pay section)
4. A mother or partner can take parental leave (unpaid) up to a maximum of 18 weeks up to the child's 18th birthday (refer to parental leave section).

### **Maternity/Adoption leave and pay**

#### **Eligibility for maternity/adoption leave**

In order to qualify for maternity/adoption leave you must:

- be an employee
- for maternity - notify us at least 15 weeks before your due date of when your baby is due and when you would like to start your maternity leave
- for adoption - notify us within 7 days of being matched with a child of when you would like your leave to start, how much leave you want and the date of placement (the expected or actual date the child is due to be placed with you)
- for maternity - provide proof that you are pregnant by providing a MatB1 form from your GP / midwife
- for adoption - provide proof of the name and address of the agency, the date the child is matched (i.e. the matching certificate), the expected or actual date

of placement (e.g. letter from the agency), the relevant UK authority's official notification confirming the parent is allowed to adopt.

### **Eligibility for statutory maternity/adoption pay (SMP/SAP)**

To qualify for SMP/SAP, in addition to the eligibility criteria above, you must also:

- have worked for us continuously for at least 26 weeks up to the 15<sup>th</sup> week before the expected week of childbirth or the 7 days of being matched with a child

We will write to you within 28 days of notification confirming your start and end dates.

### **Antenatal care**

All pregnant employees, regardless of their length of service with the Company, are entitled to the necessary paid time off to keep appointments for antenatal care. In addition fathers and/or partners (i.e. those who are the biological father or those who will assume parental responsibility including surrogate parents) are entitled to take unpaid time off work to attend up to two ante-natal appointments.

### **Adoption appointments**

The main adopter will be able to take paid time off for up to five adoption appointments. The secondary adopter will be entitled to take unpaid time off for up to two appointments.

### **Length of maternity/adoption leave**

Pregnant employees and employees who are adopting have the right to take up to 52 weeks maternity/adoption leave. The first 26 weeks of this period is known as ordinary maternity leave (OML) and ordinary adoption leave (OAL) and the remaining 26 weeks is known as additional maternity leave (AML) and additional adoption leave (AAL). These terms are important because your rights on returning from maternity/adoption leave are different depending on whether you come back at the end of ordinary maternity/adoption leave, or at the end of additional maternity/adoption leave.

Your maternity leave cannot commence until you are 29 weeks pregnant and must include the 2 weeks following the birth of your baby (compulsory maternity leave – CML) or 4 weeks if you are employed to do manual work in a factory environment. Your adoption leave can start 14 days prior to adoption. You must notify us of your intention to take leave no more than 7 days after being told you have been matched and notify us 28 days before (or as soon as is reasonably practical) when you wish to start claiming statutory adoption pay.

Some surrogate parents will become eligible for adoption leave – speak to your line manager if you think this applies.

## Contractual benefits

Women are entitled to the benefit of their normal terms and conditions of employment, except for terms relating to remuneration, throughout the 26 weeks OML/OAL period and 26 weeks AML/AOL period. While remuneration will not be due, most women will be entitled to statutory maternity pay (SMP) or statutory adoption pay (SAP) if they have completed 26 weeks' continuous service into the 15<sup>th</sup> week before the EWC or from the date the child is placed with them. They must also have received average weekly earnings at or above the lower earnings limit (as set annually by the government) in the last eight weeks' earnings up to and including the 15<sup>th</sup> week before their EWC.

SMP/SAP is paid in the same way as your salary, directly into your bank/building society account at the time when your salary would be paid. Your payslip will be sent to your home address. SMP/SAP is subject to all normal payroll deductions, including tax and national insurance contributions.

If you do not qualify for SMP you will be issued with a SMP1 Form which will explain why you do not qualify. The MATB1 Form will also be returned to you if appropriate. These documents are important and must be kept, safely, by you.

If there is no entitlement to SMP you can consider submitting a claim for maternity allowance. This is processed by the Department for Work and Pensions (Social Security Office) who will need the SMP1 and MATB1 Forms, when considering such a claim. Further details are available from your local benefits office or Job Centre Plus.

Where there is no entitlement to SAP you should contact your local Job Centre Plus office or benefits office to seek advice.

An employee who wishes to take advantage of contractual sickness benefit during her maternity leave period would have to exercise her right to return to work.

Type of maternity/adoption leave	Length of time	Pay entitlement
Ordinary Maternity/Adoption Leave	26 Weeks	SMP/SAP is 90% of average pay for the first 6 weeks followed by 20 weeks at the relevant weekly rate as fixed by the government (or 90% of average weekly earnings if it is a lesser amount).
Additional Maternity/Adoption Leave	26 Weeks	First 13 weeks only at the relevant weekly rate as fixed by the government (or 90% of average weekly earnings if it is a lesser amount).

## Starting maternity leave

Week of pregnancy	Action
24	Employee must inform One25: <ul style="list-style-type: none"> <li>• that they are pregnant by producing the MATB1 form from the GP/midwife</li> <li>• when the baby is expected to be born</li> <li>• when they intend their maternity leave to start.</li> </ul>
29	An employee may opt to start maternity leave from this point
36 – 40	Maternity leave will automatically start if employee is absent from work for a pregnancy related illness during this time
40	Maternity leave may start as late as the day of birth
40	Expected week of childbirth

If you give birth before your intended maternity leave start date, and is after you are 24 weeks pregnant, your maternity leave will start automatically on the day after the birth of the child.

A woman may change her mind about when she wants to start her leave provided she gives One25 28 days' notice of the change.

One25 will notify the employee in writing of the date on which she is to return to work after her maternity leave within 28 days of receiving notification of her pregnancy.

### Keeping in touch (KIT) days

You may wish to continue to keep in touch with One25 during your maternity / adoption leave and/or may want to have the opportunity of attending work, work related events or training courses. If you do wish to do this, you may be able to attend work for up to 10 days without this affecting your maternity leave and pay. To mutually arrange any 'Keeping in Touch' days please speak to your manager. KITdays are optional - both the employee and employer need to agree to them.

One25 also has the right to make reasonable contact with you during this period.

### Returning to work after maternity/adoption leave

A woman who wants to come back to work before the end of her ordinary or additional maternity/adoption leave must give One25 8 weeks' notice of the date on which she wishes to return to work. She may not, however, return to work within 2 weeks of giving birth or 4 weeks if employed to do manual work in a factory environment.

A woman who returns to work after OML/OAL is entitled to return to the same job, as if she had not been away. A woman returning to work after AML/AAL is entitled to return to the same job unless this is not reasonably practicable. In this case she should be offered a suitable alternative role, where available, on terms and conditions no less favourable to her original job.

### **Disrupted placement during adoption**

Adoption leave is disrupted if it has started but:

- the employee is notified that the placement will not take place;
- the child is returned to the adoption agency after placement; or
- the child dies after placement.

In case of disruption the employee's entitlement to adoption leave and pay (if applicable) will continue for a further eight weeks from the end of the week in which disruption occurred, unless the employee's entitlement to leave and/or pay would have ended earlier in the normal course of events.

### **Parental leave**

Both mothers and fathers can take unpaid parental leave.

### **Eligibility**

In order to qualify for parental leave employees must have:

- Had a baby or adopted a child and have completed one year's service with One25 by the time they want to take the leave
- Have responsibility for care of a child under 18 years of age (or under 5 or under 18 years of age if disabled if child born prior to April 2015)

You will need to give the Finance & Resources Manager evidence to confirm that you are the parent or the person who is legally responsible for the child.

One25 can ask to see evidence of any parental leave that an employee has taken with another employer to ensure compliance.

### **Length of leave**

Employees get 18 weeks in total for each child. If twins are born each parent will get 13 weeks leave for each child. Parents of disabled children get 18 weeks in total.

Leave must be taken in blocks or multiples of one week except for parents of disabled children who may take leave in blocks or multiples of one day.

A maximum of four weeks' parental leave can be taken in respect of any individual child in one year. Parents of disabled children have no maximum parental leave limit imposed.

Employees can choose to take parental leave any time:

- Up until the child's eighteenth birthday.
- In adoption cases, until the child's 18th birthday.
- In the case of a child with a disability, up until the child's 18th birthday (for the purposes of parental leave, a disabled child is one for whom disability living allowance has been awarded)

### **Notice of intention to take parental leave**

You must inform the Finance & Resources Manager of your intention to take parental leave giving 21 days' notice. Parental leave will not be available to deal with a sick child (see family emergencies policy). Parental leave could be taken in the event that a child has a planned operation, with more than three weeks' notice.

### **Return to work after parental leave**

At the end of parental leave, you are guaranteed the right to return to the same job as before if the leave was for a period of four weeks or less. If it was for a longer period you are entitled to return to the same job, or, if that is not reasonably practicable, a similar job which has the same or better status, terms and conditions as the old job.

When parental leave follows maternity leave, a woman is entitled to return to the same job she had before the leave. If at the end of additional maternity leave, this would not have been reasonably practicable, and it is still not reasonably practicable at the end of parental leave, she is entitled to return to a similar job which has the same or better status, terms and conditions as the old job.

### **Paternity leave and pay**

Following the birth or adoption of a child, eligible employees may take paid leave to care for the child or to support the mother.

### **Eligibility**

In order to qualify for paternity leave an employee must satisfy the following conditions. They must:

- Be the baby's biological father, married to the mother or be the mother's partner
- Have or expect to have responsibility for the child's upbringing
- Have worked continuously for On25 for 26 weeks ending with the 15th week before the baby is due or ending with the week in which they are notified of having been matched with a child

Employees must give the Finance and Resources Manager a completed self-certificate as evidence of their entitlement to SPP and paternity leave. This must be provided within the timescales as stated below.

### **Ante-natal Appointments**

Fathers or partners are entitled to take unpaid time off work to attend up to two ante-natal appointments.

### **Length of paternity leave**

Eligible employees can choose to take either one week or two consecutive weeks' paternity leave, but not odd days. This leave may start from:

- The date of the child's birth or placement, or
- A chosen number of days or weeks after the date of the child's birth or placement, or
- A chosen date later than the first day of the week in which the child is expected to be born or placed

Leave can start on any day of the week on or following the child's birth or placement but must be completed:

- Within 56 days of the actual date of birth of the child or placement, or
- If the child is born early, within the period from the actual date of birth up to 56 days after the first day of the expected week of birth

Only one period of leave is available to employees irrespective of whether more than one child is born as the result of the same pregnancy.

### **Statutory paternity pay**

During their paternity leave, most employees will be entitled to statutory paternity pay (SPP) and this will be paid for either one or two consecutive weeks, as the employee chooses. The rate for SPP will be paid at the current rate as set by the government.

### **Notice of intention to take paternity leave**

Employees must inform their manager of their intention to take paternity leave by the end of the 25<sup>th</sup> week of pregnancy, unless this is not reasonably practicable. They must also advise of:

- the week the baby is due
- whether they wish to take one or two weeks' leave
- when they want their leave to start.

If a child is being adopted, an employee should notify their manager no more than seven days after they have been notified they have been matched with a child. If they are adopting a child from overseas speak to their manager regarding the different notification procedure. They must also advise of:

- the date they were notified that they had been matched with a child
- the date on which the child is expected to be placed for adoption
- whether they wish to take one or two weeks' leave
- when they want their leave to start.

Employees may change their mind about the date on which they want their leave to start providing they give at least 28 days' notice, unless this is not reasonably practicable.

### **Contractual benefits**

Employees are entitled to the benefit of their normal terms and conditions of employment, except for terms relating to wages or salary, throughout their paternity leave.

Employees are entitled to return to the same job following paternity leave.

### **Shared Parental Leave and Pay (SPL and ShPP)**

SPL is available to all eligible parents of babies due, or children placed for adoption, on or after 5 April 2015. It provides both parents with the opportunity to consider the best arrangement to care for their child during the child's first year. For births or adoptions prior to this date please refer to the sections for maternity/adoption and paternity leave.

SPL aims to provide greater flexibility and to allow both parents to share in the care of a new-born or a child newly placed for adoption during the child's first 12 months. This flexibility means that both parents can be off at the same time, or alternate their leave allowing either parent to return to work for periods in between 'blocks' of leave. It is even possible for just one parent to use the SPL, provided both parents are eligible, in order to take advantage of the greater flexibility it offers.

The amount of leave available is calculated using the mother's entitlement to maternity/adoption leave, which allows them to take up to 52 weeks' leave. If they reduce their maternity/adoption leave entitlement then they and/or their partner may opt-in to the SPL system and take any remaining weeks as SPL. This means their partner could begin to take SPL while the mother is still on maternity/adoption leave.

SPL allows parents to share the caring responsibilities evenly or have one parent taking the main caring role, depending on their preferences and circumstances. Unlike maternity/adoption leave, eligible employees can stop and start their SPL and return to work between periods of leave with each eligible parent able to submit three notices booking periods of leave.

Employees who meet the eligibility criteria detailed below may apply for SPL and, in

some cases, ShPP. In order to qualify for SPL and where applicable ShPP, the employee or their partner must first curtail their maternity or adoption leave. Any remaining untaken entitlement up to 50 weeks leave (or 48 weeks if manual work in a factory environment) and pay up to 37 weeks (or 35 weeks if manual work in a factory environment) can then be taken as SPL and ShPP respectively.

### **What happens to Maternity/Adoption/Paternity Leave?**

Parents will remain entitled to take maternity, adoption and paternity leave. However, an eligible mother or adopter may now choose to reduce their maternity/adoption leave early and opt into SPL.

A birth mother must take at least two weeks' maternity leave following the birth of a child (four weeks if you are employed to do manual work in a factory environment) (CML) but can otherwise choose to end her maternity leave at any stage. An adopter can end their adoption leave once they have taken it for two weeks.

### **Eligibility criteria**

To trigger the right to SPL for one or both parents, the mother must:

- Have a partner who is the baby's biological father, married to the mother or be the mother's partner and have or expect to have responsibility for the child's upbringing
- Be entitled to maternity/adoption leave or to statutory maternity/adoption pay or maternity allowance (if not eligible for maternity/adoption leave)
- Have curtailed, or given notice to reduce, their maternity/adoption leave or their pay/allowance (if not eligible for maternity/adoption pay)

A parent who intends to take SPL must:

- Be an employee
- Share the primary responsibility for the child with the other parent at the time of the birth or placement for adoption
- Have properly notified their employer of their entitlement and have provided the necessary declarations and evidence

In addition, a parent wanting to take SPL is required to satisfy the 'continuity of employment test' and their partner must meet the 'employment and earnings test'.

Continuity of Employment Test	of	the employee has worked for the same employer for at least 26 weeks at the end of their 24 <sup>th</sup> week of pregnancy or the matching date for adoption and is still working for the employer at the end of each leave period.
Employment and Earnings Test	and	in the 66 weeks leading up to the expected due date/matching date, the employee has worked for at least 26 weeks and earned an average of at least £30 a week in any 13 weeks

## **Leave**

SPL can:

- start on any day of the week
- only be taken in complete weeks (so if SPL lasts for one week and begins on a Tuesday it will finish on the following Monday)
- be taken using three separate notices to book leave
- be taken by the partner, while the mother is still on maternity/adoption leave if the mother reduces their entitlement to maternity/adoption leave

If an employee is eligible for, and intends to take SPL they must provide a notice of entitlement to take SPL. The notice of entitlement must be submitted at least eight weeks before the employee intends to take a period of SPL. The notice of entitlement to take SPL must include:

- how many weeks maternity/adoption leave (or maternity/adoption pay or maternity allowance if the mother was not eligible for maternity/adoption leave) has been/will be taken
- how much leave both parents are entitled to take
- how much leave each parent intends to take
- when they expect to take their leave
- the signatures of both parents

Shared Parental Leave may be taken at any time within the period which begins on the date the child is born/date of the placement and ends 52 weeks after that date. You are entitled to submit three separate notices to book leave. Leave must be taken in complete weeks and may be taken either in a continuous period (e.g. for a period of 6 weeks), which an employer cannot refuse, or in a discontinuous period (e.g. four weeks' SPL followed by three weeks back at work, followed by a further four weeks' SPL), which the employer can refuse. If a request for discontinuous leave is refused then the total amount of leave requested in the notice will automatically become a continuous block. The employee will then have to decide whether to take the leave as a continuous block or to withdraw the request.

### **Shared Parental Pay (ShPP)**

A mother, subject to certain criteria, will be entitled to statutory maternity pay / adoption pay / maternity allowance for up to 39 weeks. If the mother gives notice to reduce their entitlement before they will have received it for 39 weeks, then any remaining weeks could become available as ShPP.

If both parents qualify for ShPP, they must decide who will receive it, or how it will be divided, and they must each inform their employer of their entitlement. To qualify for ShPP, an employee needs to have met the 'continuity of employment test' and their partner must meet the 'employment and earnings test'. In addition, the employee must also have earned above the Lower Earnings Limit (the amount of gross weekly

earnings that allow an employee to qualify for certain state benefits) in the eight weeks leading up to the end of the 25<sup>th</sup> week of pregnancy or the matching date, and must still be employed with the same employer at the start of the first period of ShPP.

If the employee's employment ends while they are still entitled to some ShPP, then any remaining weeks will usually remain payable unless they start working for someone else.

If the employee intends to claim ShPP, they must give notice, which must include:

- how much ShPP both parents are entitled to take
- how much ShPP each parent intends to take
- when they expect to take ShPP
- a declaration from the employee's partner confirming their agreement to the employee claiming their amount of ShPP.

ShPP is paid at a rate set by the government which is usually changed each year.

### **Shared Parental Leave in Touch (SPLIT) Days**

You may wish to continue to keep in touch with One25 during your shared parental leave and/or may want to have the opportunity of attending certain meetings, work related events or training courses. If you do wish to do this, you will, subject to the company's agreement, be able to attend work and be paid accordingly for up to 20 days without this affecting your shared parental leave and pay. Should you wish to do this please advise your manager to discuss arrangements.

### **When you return**

When you return to work following a period of SPL you are entitled to return to the same job if the combined leave period (comprising of maternity/paternity/adoption and shared parental leave) totalled 26 weeks or less. This is unaffected by unpaid parental leave of up to four weeks being taken as well.

In the case where the number of weeks of maternity/paternity/adoption and SPL exceeds 26 weeks in aggregate, or the total number of unpaid parental week exceeds four weeks, you will be allowed to return to the same job unless it is not reasonably practicable, in which case we must offer a suitable and appropriate job on terms and conditions that are no less favourable.

### **Mobile telephones**

Personal mobile phones may be kept on at work, but calls should not be excessive and phones should be kept on silent/vibrate option.

All mobile phones should be switched off during meetings.

If One25 provides you with a mobile telephone it will pay all running expenses, other than personal calls, in connection with it on condition that you:

- Take good care of the telephone and immediately report any loss of it to One25. A company mobile phone must not be left in an unattended car.
- Use the telephone only for the purposes of One25's business in accordance with any applicable One25 policy in relation to the phone.
- Return the telephone immediately to One25 on request.
- Any personal calls made must be reimbursed to One25, together with the cost of the VAT.
- Any misuse of a One25 issued mobile phone is a disciplinary offence and could lead to summary dismissal.
- When leaving employment the company mobile phone must be returned to the employee's manager.

## **Moving House**

Up to 2 days' additional paid leave may be given if you are moving house, at the discretion of your line manager and no more than once each year.

## **Notice / Termination of employment**

Your employment with us may be terminated by either you or One25 and notice periods are shown in your Statement of Terms and Conditions of Employment. Normally during your probationary period this period of notice will be 1 week on either side. Thereafter 4 weeks' notice from either side is required to terminate your employment.

Notice from One25 increases after 5 years' service to one week for each completed year of service up to a maximum of 12 weeks' notice (e.g. 5 years' service = 5 weeks' notice, 15 years' service = 12 weeks' notice). Notice given by One25 takes effect the same day it is given. Employees' notice remains at 4 weeks regardless of length of service.

Notice must be given in writing by whichever party is ending the employment.

Notwithstanding any other provision of this agreement One25 will be entitled to terminate your employment without notice or payment in lieu of notice in the event of a serious breach by you of the terms of your employment or in the event of any act or acts of gross misconduct by you.

Whatever the reason for leaving, all outstanding debt or loans due to One25 must be paid. We reserve the right to deduct any outstanding amount from any payment due from date of resignation and / or your final salary payment and to recover any balance as a debt (using third parties if needed).

In the normal course of events One25 will expect you to attend work during your notice period. However, One25 may require that you do not perform any duties, or

may require you to perform such other duties which it specifies and which are consistent with your position within One25; or that you do not attend One25's or client's premises during any period of notice.

## **Pensions**

The Company offers each employee the opportunity to contribute to a "stakeholder" pension.

If you would like further information or wish to contribute into this scheme, please contact your Manager.

Any pension scheme/contributions above that required by legislation is entirely discretionary and the Company reserves the right to change, amend or withdraw the scheme or any part of it at any time

## **Personal property**

Employees are reminded that the Company does not accept any responsibility for loss or damage to their clothing or personal items. Handbags and valuables should be deposited in a safe place. Any personal items that are found on the Company's property should be handed in to a Manager.

## **Personnel records**

It is very important that individual personal information (such as address, home telephone number and/or mobile number, bank details and emergency contact names and numbers) be maintained in your personnel files. Whenever there are changes, please notify the Finance and Resources Manager immediately.

## **Public duties**

If you are required to be a witness in court or attend Jury Service, leave of absence will be granted. If you are summoned to attend Jury Service, you must notify your Manager immediately on receipt of the Jury Summons, giving details of the dates you are required to attend court.

If you are retained on Jury Service for a prolonged period, you have an obligation to notify us and must keep in regular contact throughout. You must return to normal working immediately following your release from Jury duties.

You are required to complete the loss of earnings form provided by the Courts and are not entitled to payment for this time off as you can claim allowances (including travel and subsistence) from the Court.

## **Public interest disclosure**

Should an employee at any point be concerned that One25 (or any of its representatives):

- Has committed a crime
- Is in breach of a legal obligation
- Is aware of a miscarriage of justice
- Is concealing evidence relating to any of the above

or that One25's practices:

- Represent a danger to health and safety
- Represent a danger to the environment

they must in the first instance raise their concerns with a Senior Manager of One25 or make a formal grievance through One25's grievance procedure. Any such concerns, which need to be 'in the public interest' will be taken extremely seriously and acted on immediately. Any employee who divulges information to an outside body or person without having first raised their concerns internally normally may render themselves subject to disciplinary action dependent on the circumstances of the case.

## **Redundancy policy**

We will endeavour, through careful planning, to maintain secure employment for our employees. There are, however, times when we need to be flexible and respond to changes in the marketplace, demand or technological developments, which may affect staffing levels. We may seek to minimise the risk of redundancy through:

- natural wastage
- a recruitment freeze
- retraining or redeployment

However, should redundancies become necessary One25 will handle the redundancies in a fair, consistent, objective and sensitive manner free from discrimination. We will endeavour to communicate the situation as early as possible and consult with employees on ways to avoid redundancies.

In the first instance we may seek suitable volunteers for redundancy. One25, however, reserves the right to refuse any volunteer if accepting that person would cause an imbalance in the workforce, or if they have particular skills which would still be required, or if accepting the employee would involve excessive costs.

## **Consultation arrangements**

Consultation will take place with individual employees and employee representatives (as applicable) in accordance with UK legislation, and One25 will endeavour to keep all

employees informed of any significant developments as appropriate. Consultation will cover ways of:

- avoiding the dismissals
- reducing the number of employees to be dismissed
- minimising the consequences of the dismissals

In addition, individual consultation meetings with 'at risk' employees will give individual employees the opportunity to discuss their situation with management and for management to reflect on any suggestions made / questions asked and respond accordingly.

### **Selection criteria**

If there are an insufficient number of suitable volunteers, selection for redundancy will be based on One25's assessment of relative capabilities and suitability for the work that remains key to our survival in order to protect future employment. This may take into account some or all of the following criteria:

- disciplinary record
- skills and experience
- level of qualifications relevant to the role
- past performance
- attendance and timekeeping record
- general conduct
- reliability

This list is not exhaustive and One25 reserves the right to apply selection criteria according to circumstances. Any employee selected for redundancy will be given the reasons for their selection in writing.

### **Redundancy payments**

There is a statutory redundancy payment formula of ½ a week's pay for each complete year of service below the age of 22, 1 week's pay per complete year of service up to the age of 41, and 1½ week's pay for each year thereafter, up to a maximum of 20 years' service. A week's pay is capped at a maximum limit set by the Government.

### **Appeals procedure**

Any employee who considers that they have been unfairly dismissed will be entitled to appeal using the procedure shown in the Disciplinary Procedure.

### **Alternative work**

We will consider whether employees likely to be affected by redundancy can be offered suitable alternative work.

## **Religious observance**

Employees should make any requests for time off for religious observance to their manager as early as possible. Although employees have no legal or contractual right to religious leave or time off to pray, One25 will consider all such requests sympathetically. Time off for religious observance must be taken from the employee's rest periods or annual holiday entitlement. Alternatively, at One25's discretion, the employee may work additional hours in lieu of the time taken off. If the employee wishes to take the time off as annual holiday, they should make the request in accordance with One25's annual holiday procedures. For the avoidance of doubt, One25's rules relating to annual holiday will apply.

## **Retirement**

There is no default retirement age and employees can retire at a time of their choosing. If an employee chooses to retire they should advise the Finance and Resources Manager in good time of their plans, but as a minimum should give their contractual notice, to assist One25 in planning its workforce requirements.

## **Right to search**

We reserve the right to require employees to submit their person or property or locker to being searched while on Company and / or client premises, or at any time at the reasonable requirement of One25.

## **Sabbaticals**

Employees whose employment with One25 commenced before 1<sup>st</sup> January 2013 are eligible for one period of sabbatical leave during their employment with One25, the length of this leave varying as follows:

- 4 weeks after 5 years of service, or
- 6 weeks after 7 years of service, or
- 8 weeks after 10 years of service.

Employees may choose which option they prefer. Sabbatical leave must be applied for with a minimum of 6 weeks' notice and workloads will be taken into account when the decision is made as to the timing of the sabbatical. Annual leave cannot be added to sabbatical leave to lengthen its duration.

Employees who do not wish to take all their sabbatical and annual leave in their sabbatical year, can sell back a number of complete days leave, up a maximum number equivalent to 2 weeks' worth of leave (subject to their managers approval).

If an employee has performance concerns raised at the time they apply to take a sabbatical they will not be eligible.

## **Short-time working**

We will endeavour to provide suitable work to you when it is available, however One25 reserves the right to introduce short-time working and consequently reduce the amount of pay you receive as an alternative to redundancies. If you were to be put on short-time working it would be for less than four consecutive weeks or for less than a total of six weeks (of which no more than three would be consecutive) in any period of thirteen weeks.

We would give as much notice as we reasonably could of our need to take any such action.

## **Smoking**

We prohibit all smoking inside our premises in order to provide a safe and healthy environment for all our employees and visitors. You can smoke outside the building providing appropriate caution is taken to avoid any fire risks or breach of our health and safety policy. Any employee found to be in breach of this policy will be subjected to disciplinary action which may result in your dismissal.

## **Stress (work related)**

At times work can become too stressful (either on a temporary or permanent basis) and at certain times in people's lives, they are less able to tolerate stress levels than previously they would have been able to handle.

If you feel that your job is causing you undue stress, you must speak with your Manager and discuss ways of addressing the situation. The Company wishes to help employees suffering from stress, but cannot help unless the employee makes someone aware of the problem.

If actions taken fail to reduce the levels of stress, then it may be appropriate to discuss a change of job and/or duties on either a temporary or permanent basis. Any change of duties on a permanent basis would result in an appropriate adjustment in pay to the rate for the new position.

## **Time off in lieu (TOIL)**

We do not normally expect people to work more than their contracted hours. However this may be necessary in some circumstances and in these cases taking time off in lieu (TOIL) may be allowed. It is not One25 policy to pay overtime. The following principles will apply for employees wishing to take TOIL:

- All hours worked must be accurately recorded on One25 timesheets therefore showing the date and time additional hours were worked,
- TOIL must be agreed in advance with your manager,
- No more than one full day TOIL to be taken in a timesheet period (an annual

- maximum of 13 days),
- TOIL cannot be taken in advance i.e. employees may not go into negative hours (except in exceptional circumstances e.g. see Carer's Leave, or agreed in advance by the CEO),
  - No more than 25 hours TOIL (or pro rata for part time staff) can be carried forward to the next timesheet period. Any hours worked over this will be deemed 'volunteering'.
  - TOIL should not result in changes to normal contracted hours or arrangements, such as a particular afternoon becoming a 'TOIL afternoon'
  - TOIL cannot be accrued by an employee working through their lunch break
  - On termination of employment, all TOIL must be at a zero balance. Employees will not be paid in lieu of accrued TOIL which has not been taken by the final date of employment. Any such accrued TOIL will be lost
  - The scheme must be utilised in the best interests of effective service provision. This requires co-operation between all staff to ensure adequate cover is provided as necessary

## **Training and Development \***

We are committed to train and develop staff to meet One25's and their own objectives by providing planned training activities, reinforced by guidance and coaching from their Manager. Active involvement in training and development activities is essential for staff to feel competent in the tasks they perform and will enhance any career development aspirations they may have.

\* See Training and Development Policy

## **Violence at work**

If an employee becomes involved in an incident that is either violent or constitutes discriminatory or harassing behaviour with a third party e.g. a member of public, they should do as follows:

- The employee should remove themselves from the confrontational situation and inform the third party to contact a Director of the Company (if appropriate)
- The staff member should inform their Manager of the incident
- The manager should investigate the incident, which may or may not involve written statements from each party and any witnesses
- If appropriate the third party is advised of the right of Company staff to work in an environment free from harassment
- If appropriate the staff member is advised about how to deal with incidents that are violent, discriminatory or constitute harassment regarding a third party
- The employee is advised of their right to contact the police for further action to be taken if they wish
- Changes to the role are then considered if appropriate in order to remove the staff member from future exposure to this type of behaviour

- As a last resort the service/contract is removed from the third party in question removing the threat of negative behaviour.

## **Wages**

Wages are payable in arrears every month for employees. Currently, wage payments are made, subject to deduction for income tax and National Insurance and any other agreed deductions, on or before the 25<sup>th</sup> of each month by credit transfer into your bank or building society account.

You are entitled to an individual written pay statement, which will be provided for each pay period. The statement will show gross pay and take-home pay, with amounts and reasons for all variable deductions. Fixed deductions will also be shown, with detailed amounts and reasons where applicable.

One25 is entitled to recover from you any money owed to One25, whether as a result of an overpayment being made to you by One25, or in respect of a debt owed to One25. Such recovery can be made by way of deduction from your salary, or from such other sums as may be owed to you by One25.

## **Working time directive**

In line with the Working Time Regulations for the UK, no employee will be obliged to work more than 48 hours per week, averaged over a 17 week period.

Employees should be aware that 'work' as defined in these regulations includes contractual hours, job related travelling time (but not travelling outside of normal working hours), doing paid or unpaid overtime, authorised entertaining outside working hours and any additional time outside normal working hours spent on One25's behalf

Should an employee wish to opt back into the Working Time Regulations, i.e. specify that they will not work more than 48 hours per week, averaged over a 17 week period, they should notify One25 in writing giving 3 months' notice.

## **Employee confirmation of receipt**

I confirm that I have received the One25 Employee Handbook. I accept and agree that I should read and understand the content of these documents and that I am bound by the contents, along with my contract of employment.

Name:

Job title:

Signed:

Date: