

ORFORD GENERAL STORES LIMITED

STAFF HANDBOOK

DECEMBER 2016

INTRODUCTION

Welcome to Orford General Stores Staff Handbook.

The aim in producing this handbook is to create a one-stop information point where you will be able to access all the information you are likely to need in relation to your employment with us. The handbook and policy documents form part of your contract of employment with the company Orford General Stores Limited.

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

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

Signed:

Director

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1 STARTING WITH ORFORD GENERAL STORES

Where used, the term 'the Company' refers to Orford General Stores Limited.

Orford General Stores is located in Front Street in the village of Orford, Suffolk on the Heritage Coast. The store currently provides the services of a general store, Post Office and lottery to the local community, weekend visitors and thriving tourist trade.

As well as general grocery items we have a range of fresh fruit and vegetables, fresh meat, a 'deli' counter (specialising in local and continental cheeses) and locally made pies, quiches and cakes. We make fresh sandwiches and serve coffee to take away.

Our aim is to stock fresh, seasonal and high quality local produce and our intention to stock everything the community needs from wines, spirits, lagers and local beers to toothbrushes and dog food.

The previous shop, located in Pump Street, was reduced to a quarter of its size to give the current configuration. This was undertaken by the previous owner in 2015 in order to cut costs and create a sustainable business.

This development is consistent with the Post Office network transformation programme, the aim of which is to ensure that post offices continue to be viable by updating branches and thus preventing closures.

- **Your induction**

The Company believes its employees are its greatest asset and recognises its responsibility to ensure they are afforded appropriate development through their employment. This development begins at the induction stage when a new employee joins.

Our aim is to support and develop employees in their role so that they feel confident to contribute to the success of the organisation.

Induction will be spread over the first few months in post and is generally planned on a first day, first week and first month basis. The content and duration of the induction programme will be dependent on your previous experience, and the scope of your role. Your line manager will outline this in detail to you.

2 STATEMENT OF EMPLOYMENT TERMS AND CONDITIONS

As an employee of the company you will have received a document setting out specific terms and conditions of service as they relate to your post (if you have not received this, you will do so within 8 weeks of your commencement date). This includes details of:

- the names of the employer and the employee;
- the date when the employment (and the period of continuous employment) began;
- remuneration and the intervals at which it is to be paid;
- hours of work;
- holiday entitlement;
- entitlement to sick leave, including any entitlement to sick pay;
- the entitlement of employer and employee to notice of termination;
- job title (or a brief job description);
- where it is not permanent, the period for which the employment is expected to continue or, if it is for a fixed term, the date when it is to end.
- the place of work and the employer's address; and
- details of the existence of any relevant collective agreements which directly affect the terms and conditions of your employment

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

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

The Company aims to provide secure employment but economic and market changes can dramatically affect our business and cannot always be predicted. If hours of working need to be reduced, the Company will first seek to reduce working hours across the team before making compulsory redundancies.

If redundancies are unavoidable, the Company will give as much notice as is reasonably practicable, and will consult with the staff concerned in line with current legislation.

2.1 CRIMINAL RECORD CHECKS

Certain employees of the Company may be required to undergo a criminal records office check. This is only in very special circumstances where your employment with us means you are likely to come into contact with children or vulnerable adults (or certain other particular circumstances). Should this be the case, we will discuss the situation with you prior to confirming your appointment (or relevant change to your job).

2.2 HOURS OF WORK

The Company operates over a 7-day working period, Monday to Sunday inclusive, and on most Public Holidays. You will be required to work on any operational days according to the needs of the business in order to address customer needs.

Your weekly working hours are detailed in your contract of employment. Any additional working hours will be discussed and agreed with you on a weekly basis by your line manager and will be based on business need.

You are required to arrive at work on time. Unless you have a very good reason, you must come to work on the days and at the times you have agreed each week.

If you are late for work, you must report as soon as possible and directly to your line manager when you arrive and explain the reason for your lateness. Persistent poor timekeeping means that colleagues are put under pressure to cover your duties. This is not acceptable and will therefore be treated as a potential disciplinary offence under our disciplinary procedures.

The Regulations place a restriction on the number of hours you can work each week. Under the Regulations the maximum working week is 48 hours (averaged over 17 weeks). Should there be the opportunity for you to work over 48 hours on a regular basis then it is a requirement that you sign a Working Time Directive 'opt out'. This will be placed on your personal file until such time as you decide to provide notice that you no longer wish to work over this number of hours.

2.3 REST ENTITLEMENTS

You are entitled to the following minimum rest breaks:

- **Daily Rest.**
The Regulations provide for all adult employees to a daily rest period of 11 consecutive hours in each 24-hour period.
- **Weekly Rest.**
You are entitled to a rest period of not less than 24 hours in each seven day period or 48 hours in each fourteen day period during which you work. This is in addition to the 11 hour daily rest period.

Any annual leave or sick leave that falls within the referencing period does not count as part of the rest day entitlement. Therefore, if you take a day off as annual leave or are off sick for a day, you will still be entitled to the 24 hour rest within the seven days.

- **Rest Breaks.**
You are entitled to a minimum of 20 minutes for each shift of six hours or more.

A daily unpaid lunch break of a minimum of 30 minutes must be taken if you work more than six hours daily. Up to one hour may be taken by agreement.

2.4 RELOCATION

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

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

2.5 PROBATION PERIOD

All new staff are subject to a probationary period of 6 months. An initial informal review will take place after 3 months with your line manager, with a formal review after 6 months. Your appointment will be confirmed on satisfactory completion of the 6 month period.

During this probationary period you will be given appropriate support and development opportunity to help you reach the required standards. Extension of the probationary period may be granted to enable the required standards to be achieved, but failure to do so could result in termination of your employment.

2.6 TRAINING AND DEVELOPMENT POLICY

The Company aims to provide training opportunities which will provide:

- an induction programme which all staff will be required to undertake and will assist staff settling into their new role/job;
- a progressive training and development scheme to enable staff to develop relevant skills and acquire knowledge to underpin their current role and career aspirations.

2.7 PERSONAL DEVELOPMENT PLANNING

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

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

The Process

There are 3 stages in the process:

- Preparation – where you and your manager prepare separately for the interview using the appropriate documentation.
- The Personal Development Plan Discussion – where a personal development plan is agreed by you and your manager.
- Monitor & Review – the method and timescale for monitoring should be agreed at the discussion stage and implemented throughout the year.

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

2.8 ATTENDANCE AT WORK

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

i. Notification of Absence

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

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

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

ii. Statutory Sick Pay (SSP)

Most employees have a right to Statutory Sick Pay as long as they earn more than the lower earnings level. SSP is not however payable for the first three qualifying days of absence, however it is company policy to continue normal pay for the first three days of genuine absence, unless sickness absence policy has been triggered. (A qualifying day is a day on which you are normally expected to work under your contract of employment).

There is a limit of 28 weeks SSP in any one period of sickness or linked periods. (Periods of sickness are said to be linked if the second period starts within eight weeks of the end of the first period.) SSP is paid in the same way as ordinary pay and is liable to tax and National Insurance contributions.

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

2.9 FLEXIBLE WORKING

The Company has a policy of trying to assist staff to balance their work and home life, and is therefore willing to consider requests from staff to vary their working hours or work pattern. Such requests will be considered taking into account the impact on the organisation, work colleagues and any other relevant factors.

Any member of staff with at least 26 weeks service with the company may make a formal written request for flexible working arrangements. Should you wish to progress this you should speak to your line manager. Please note that only one such request may be made in any 12 month period and that flexible working is not an automatic or statutory entitlement.

2.10 PAY, BENEFITS & PENSIONS

i. Salary Arrangements

Your wages will be paid monthly in arrears on the 26th of each month by direct credit transfer to your designated bank account.

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

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

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

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

ii. Overtime

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

Overtime is payable to posts which have been specifically designated as qualifying for overtime payment and is payable at your normal hourly rate.

iii. Income Tax

If there are any changes in your personal circumstances which will affect your tax status, you should notify the Inland Revenue, who will automatically inform the Company of any changes to your tax code.

2.11 BUSINESS TRAVEL

You will be reimbursed for any expenditure necessarily incurred in order to do your job when working away from your normal place of work. Public Transport and accommodation costs will be reimbursed at actual cost – appropriate receipts must accompany all claims. Mileage rates when travelling by your own private transport are 45 pence per mile.

2.12 LEAVE ARRANGEMENTS

i. Annual Leave

You will be entitled to take up to the annual statutory holiday entitlement of 28 days, which includes public holidays. There are 8 public holidays throughout the year.

Orford General Store opens on most public holidays and you will be required to work on these days in accordance with Business needs. You will be paid at your single hourly rate for the hours you work over a public holiday and may take a day off in lieu.

All permanent employees are entitled to the same number of paid days, or equivalent, per year (pro-rata for part time workers). For full time employees, entitlement is based on a 5 day working week. For contracted part time employees, individual entitlement will be calculated pro-rata according to your regular pattern of work and the number of days you work each week. Your line manager will explain and confirm the number of days you are entitled to.

The holiday year runs from 1 April to 31 March:

- Leave for employees joining after the start of the leave year accrues at the rate of one twelfth of the annual entitlement for each complete calendar month of service
- Leave for employees who terminate their employment during the leave year is calculated on the same basis. If, however, the annual leave entitlement has been exceeded, a deduction calculated on the same basis will be deducted from the final salary payment.

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

ii. Holiday Applications

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

Please note that leave may not be authorised at certain times according to business demand. Leave will be authorised on a first come, first served basis and the line manager will decide how many employees can be authorised at any particular time.

You should not commit yourself to travel, hotel bookings etc., without first getting approval for your holiday plans. Special consideration will need to be given for any requests for holidays of more than two weeks at any one time.

iii. Unused Holiday Entitlement

You may not be permitted to carry forward more than the difference between 20 days and your total holiday entitlement (including the additional allowance for public holidays)

iv. Holiday Pay

Contracted full time employees Monday to Friday.

Employees are paid according to their weekly contracted salary. In the event that a permanent employee takes a single day's leave, they will be entitled to receive the equivalent of their daily rate of contracted pay. For staff in this category, holiday pay is based on 1/ 5th of their weekly contracted salary for each single day taken. For part time employees, this is based on the following calculation:

$$\frac{\text{Total weekly contracted hours} \times \text{hourly rate} \times \text{number of days being taken}}{5}$$

Flexible employees with a variable weekly working pattern

Payment for one weeks holiday is calculated based on the average number of hours worked over the 12-week period immediately prior to the leave period commencing and is based on the following calculation:

$$\text{Average weekly hours worked} \times \text{hourly rate} \times \text{number of weeks being taken}$$

In the event that a part week is booked, holiday payment will be calculated pro-rata accordingly using the calculation below:

$$\frac{(\text{Average weekly hours over last 12 weeks} \times \text{hourly rate}) \times \text{number of days}}{5}$$

2.13 STAFF DISCOUNT

Staff Discount is offered at the discretion of the Owner and is applicable to all colleagues following 3 months continuous service. Discount is offered at a rate of 10% off all purchases excluding the Lottery and any cigarette/tobacco products. Please note that it is not a contractual benefit and can be amended or withdrawn at any time.

2.14 CONFLICT OF INTEREST

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

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

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

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

2.15 STANDARDS OF PERFORMANCE AND BEHAVIOUR AT WORK

i. Appearance

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

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

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

ii. Security and Care of Company Premises and Property

You have a duty to maintain Company security. You should prevent and, or report to your line manager any situation where information confidential to the Company might be passed to anyone inside or outside the Company who should not have it.

You must not take away the Company property, stock, tools, books, papers, data, records or any other documents without prior authority from your line manager. You must keep confidential documents under proper control. You must take reasonable care to protect all Company equipment, premises, and property, and property of other employees against damage or theft.

If your negligence or misconduct causes loss or damage to Company property, the Company may require you to cover the cost of repairs or replacement and will deduct such sums from your salary payments.

You will be issued with keys and security access to your workplace as appropriate. These remains the property of company and any loss or accidental disclosure to someone must be reported immediately to your line manager.

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

iii. Personal Property

Any personal property left on company premises is done so entirely at your own risk. You are strongly advised not to leave any valuables unattended. The company does not accept liability for loss or damage to any personal property.

iv. Telephones & Correspondence

The Company telephone must not be used for private purposes without prior permission from your line manager, except in an emergency. If, for any reason, personal use is made of these items then the Company reserves the right to charge for personal calls or usage which it considers breach this rule and to deduct those charges from any payments due to you. Abuse of these facilities will be considered a potential disciplinary matter.

Use of mobile telephones is not permitted at any time during your working shift, except in an emergency.

v. Smoking and Other Substances at Work

Legislation now exist which makes it illegal to smoke in enclosed public spaces. Smoking (including e-cigarettes) is therefore strictly prohibited on all company premises (including entrances and exits).

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

vi. Confidentiality

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

During the course of your employment you may find yourself in possession of sensitive information, the disclosure of which could be construed as a breach of confidentiality. It is a condition of your employment that you have a duty of confidentiality to the Company, and you must not discuss any Company sensitive or confidential matter whatsoever with any outside organisation including the media.

Any such breach of confidentiality would be deemed as gross misconduct except as otherwise provided or as permitted by any current legislation (e.g. the UK Public Interest Disclosure Act 1998) and could lead to your dismissal.

vii. Computer, email and Internet use

If you have access to the Company's computers including email and access to the internet as part of your job, you must not abuse this by using these facilities for purposes unrelated to Company business.

Limited personal use of the internet is permitted during your formal breaks. All internet use is monitored and accessing pornographic or other unsuitable material, including auction or certain social networking sites is strictly prohibited and would be considered a serious disciplinary offence which may result in dismissal.

Only software packages properly authorised and installed by the Company may be used on Company equipment, you must therefore not load any unauthorised software onto Company computers.

If you have a Company email address, this is provided for responsible use on Company business and should not be used in any other way whatsoever.

You must not make reference to the Company or its services, or represent yourself on behalf of the Company on social media without formal permission from the Company to do so.

viii. Receipt of Gifts

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

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

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

ix. Bribery and other Corrupt behaviour

The Company has a strict anti-bribery and corruption policy in line with the Bribery Act (2010). A bribe is defined as: giving someone a financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so.

If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the Company, or to obtain or retain an advantage in the conduct of the company's business this will be considered gross misconduct. Similarly accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances you will be subject to formal investigation under the Company's disciplinary procedures, and disciplinary action up to and including dismissal may be applied.

2.16 DATA PROTECTION AND ACCESS TO INFORMATION

The company will comply with all statutory requirements of the Data Protection Act by registering all personal data held on its computer and/or related electronic equipment and by taking all reasonable steps to ensure the accuracy and confidentiality of such information.

The Data Protection Act protects individuals' rights concerning information about them held on computer. Anyone processing personal data must comply with the eight principles of good practice. Data must be:

- fairly and lawfully processed
- processed for limited purposes
- adequate, relevant and not excessive
- accurate
- not kept longer than necessary
- processed in accordance with the data subject's rights
- secure
- not transferred without adequate protection

Employees can request access to the information held on them by the Company. All requests by employees to gain access to their personnel records should be made in writing. There is no charge for this service.

2.17 CHANGES IN PERSONAL INFORMATION FOR EMPLOYMENT PURPOSES

It is important that our records are correct, as inaccurate or out of date information may affect your salary or cause difficulties in situations where contact is required for emergencies. You must notify your Line Manager immediately of all changes in the following personal information:

- Name
- Home address
- Telephone number
- Bank account details
- Examinations passed/qualifications gained
- Emergency contact
- Driving licence penalties (if you are required to drive on Company business)
- Criminal charge, caution or conviction
- Conflict, or potential conflict of interest

Personal data on employees is held in accordance with the provisions of the Company's Data Protection Policy which will be made available for inspection by you if required.

2.18 TRADE UNION MEMBERSHIP

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

2.19 RESIGNATION

If you wish to resign, you should inform the Owner, in writing, as soon as possible, and give the date of the last day on which you wish to work. The notice you are required to provide is a minimum of four weeks. However, your written Contract of Employment will advise you if you are subject to a different notice period.

The Company may at its discretion require that you do not work or that you do not undertake all or any of your duties during all or any part of this notice period provided that the Company will continue to pay you your salary and provide all contractual benefits during this period. Any non-contractual benefits will cease to accrue and will not be paid. You must remain available for work, however, and cannot carry out any other work on your own or for a third party.

2.20 RETURN OF COMPANY PROPERTY

On your last working day you must return all Company property in your possession or under your control, including all copies of any documents or notes relating to the Company's business, its customers, Clients or its employees. If you are required not to work during your notice period you must return all Company property at the beginning of your notice period. Should you fail to return Company property or fail to return it in a suitable and appropriate condition, then the replacement cost of the equipment will be deducted from your final salary and any other outstanding monies.

▪ Other Conditions on Leaving

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

If you leave without giving notice and without the Company's agreement, you are in breach of your contract and you may forfeit some or all of any salary due to you.

Before leaving, you must hand over to your manager all articles belonging to the Company, any documents, equipment and computer software used at home. Documents and software include (but are not limited to) correspondence, diaries, address books, databases, files, reports, plans, records or any other medium for storing information. You should not retain any copies, drafts, reproductions, extracts or summaries of documents and software.

After you have left the Company, you must not:

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

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

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

- **Retirement**

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

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

3. VALUING DIVERSITY AND DIGNITY AT WORK

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

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

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

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

In adopting these principles the Company:

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

Dignity at Work

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

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

Sexual harassment is defined as “unwanted conduct of a sexual nature, or other conduct based on sex, affecting the dignity of women and men at work”. This can include unwelcome physical, verbal or non-verbal conduct.

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

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

Forms may include:

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

What should I do if subject to Harassment?

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

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

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

4. ABSENCE MANAGEMENT POLICY

4.1 STATEMENT OF POLICY

The company recognises the contribution of its employees and is committed to providing good working conditions and health and safety standards.

It is the responsibility of the Company to make the most effective use of its employees and the Absence Management Policy contributes to that objective.

It is recognised by the Company that from time to time staff may require to be absent from their place of work due to illness. The length of time lost by employees through illness must however be monitored to ensure that each member of staff is able to do their job, effectively and without putting themselves or others at risk. It is not the intention of the Company to penalise the genuinely sick, however it must be recognised that an employee who is medically unfit to carry out his/her contractual duties may not be able continue in that employment.

Managers will consider cases of sickness absence on an individual basis and ensure the provision of appropriate support, advice and Occupational Health / Company Approved Doctor input where appropriate. However, it is recognised that in some cases, patterns/levels of absence will be unacceptable and formal management action will be required.

Employees who become aware that they have an illness problem are encouraged to inform their manager at the earliest opportunity. All such requests will be dealt with as speedily and compassionately as possible.

4.2 KEY PRINCIPLES

This procedure enables managers to address absence issues, both short- and long-term, in a fair, consistent and equitable manner. It is recognised however that all cases must be dealt with on an individual basis because of differing circumstances therefore this procedure gives an outline of the principles to be observed.

- i. this procedure will be invoked where management has cause for concern regarding an employee's short-term persistent or long-term absence.
- ii. the Company recognises that everybody is sick or subject to emergencies from time to time, however, regular attendance at work is a contractual requirement.
- iii. short-term absenteeism refers to a series of illnesses that are often unconnected which result in frequent, short periods of absence.
- iv. it is acknowledged that occasions do arise when people are away from work on a long-term basis as a result of chronic or acute ill health. Although each case will be dealt with on an individual basis this policy outlines certain principles that will always be observed. Long-term absence would normally be classed as at least six weeks continuous absence.
- v. this procedure applies to ALL staff within the Company except for employees currently in their probationary period.
- vi. in accordance with the Company's Valuing Diversity and Dignity at Work Policy

- vii. this procedure will not discriminate, either directly or indirectly, on the grounds age, disability, gender reassignment, marriage / civil partnership, pregnancy / maternity, race, religion or belief, sex, or sexual orientation trade union membership, or any other personal characteristics.
- viii. the policy and procedure will be reviewed periodically giving due consideration to any legislative changes.

4.3 GENERAL POINTS

The Company's procedure for managing absence MUST be followed. It is the responsibility of every employee to report any absence and only in exceptional cases should this procedure be carried out by someone else on their behalf.

If an employee knowingly gives any false information or makes false statements about their sickness it may be treated as misconduct and may result in disciplinary action being taken. In proven cases of gross misconduct it could lead to dismissal (e.g. absent on sick leave and working elsewhere).

Employees will not be entitled to an additional day off if they are sick on a statutory holiday.

The Company reserves the right to request a Doctor's Certificate for periods of absence of less than seven days in cases of short-term persistent absence. Where a cost is incurred, this will be reimbursed by the Company.

The Company has the right to dismiss employees whilst they are receiving sick pay entitlement. Any decision to dismiss will be supported by medical advice. Employees who are dismissed are entitled to receive the full amount that would be equivalent to their occupational sick pay entitlement, plus the relevant notice and leave entitlement.

4.4 OVERVIEW OF PROCEDURAL STAGES

On return from absence all employees must be interviewed by their immediate line manager. At this interview the employee and the line manager must complete a 'Return to work interview' form agreeing the reason for the absence, the period of absence and, where appropriate, what course of action is required as a result of the absence. This form must be signed by both parties before being forwarded to the employees personnel file

Stage 1

In situations where an employee's sickness record is giving some cause for concern, then the employee's Line Manager will discuss those concerns with the employee, providing support and counselling where appropriate. It is essential that any message conveyed in this manner is clear and unambiguous.

Stage 2

If there is no obvious improvement in the health of the employee or any sign of patterns emerging in an employee's absence then the line manager would arrange for the employee to meet the next-in-line manager who would 'formally' review the employee's case. At this formal stage the employee must be offered the opportunity for appropriate representation by a work colleague or trade union official.

The employee must be given the outcome of this meeting in writing and where appropriate they must be given notice that their level of absence is unacceptable and a period of time to improve.

Stage 3

If the employee fails to improve in the given time scale then a formal second Review must be undertaken. If possible, a more senior manager should chair this meeting. The employee must be offered the opportunity for appropriate representation at this time.

Prior to the Meeting the employee must be seen by the Occupational Health / Company Approved Doctor who will give his opinion on the employee's health. The employee must be given the results of this meeting in writing. Where appropriate they must be given notice that their level of absence is unacceptable and that they are given a period of time during which to reduce their level of absence. The employee must also be informed at this stage if any further absences may result in their employment being terminated due to incapacity.

Stage 4

If there is still no improvement within the laid down time scale a Review will be held with the appropriate Senior Manager / Director in the chair. The employee must be offered the opportunity for appropriate representation at this meeting. The Director / Manager will review all the available evidence including the Doctor's report.

If there are no special circumstances the employee will be dismissed on the grounds of incapacity and their inability to meet the acceptable standards of attendance required by the Company.

4.5 EMPLOYEE RESPONSIBILITIES

Reporting Absence

All employees must contact their line manager as early as possible on the first day of absence. The employee must make this call. The only exception is where it is clearly not possible for employees to ring personally – such as admission to Hospital.

Employees must talk directly to their line manager and not leave messages with anybody else. If the line manager is unavailable a message must be left with an appropriate person giving the reason for the absence.

If an employee does not have a telephone at home alternative arrangements for reporting sickness must be made.

When reporting absence employees must give the following information:

- the reason for the absence (if known);
- the expected length of absence (if known);

In cases of continued absence, employees must contact their line manager again on the fourth day of absence to provide them with up to date information.

Sickness Certification

If an absence lasts for seven calendar days or less, on the first day back at work, employees will be required to complete a Sickness Self-Certificate giving the reasons for absence. The Certificate will be countersigned by a manager and subsequently will be kept in the individual's personnel file.

If an absence exceeds seven calendar days a doctor's statement of fitness to work certificate must be submitted to the line manager, no later than the tenth day of absence, covering the absence from the eighth day. The certificate will be kept in the individuals personnel file.

If an absence continues beyond the period covered by the initial medical certificate, further medical certificates must be submitted to give continuous cover for the period of absence. On eventual

return to work employees must complete the Company's Sickness Self-Certificate in respect of the first seven days or less not covered by a doctor's medical certificate.

If the doctor's medical certificate does not specify the period of absence covered, it will be classed as covering a period of seven calendar days only.

Return to Work Interview

On returning to work, employees will be required to attend a return to work interview with their line manager to discuss their absence.

The discussion should allow for an exchange of information and be as frank and as open as possible as this will prevent any misunderstandings concerning the nature of the absence.

This will also enable the line manager to discuss any assistance that may be given to enable an employee to return to work or prevent further absence occurring.

A record of the interview should be kept by the line manager.

4.6 SHORT-TERM PERSISTENT ABSENCE

Monitoring and Consultation

The Company operates an accurate method of recording and monitoring levels of absence. If the amount of time being taken off for illness is giving cause for concern, managers will discuss this with employees at the return to work interview.

Continued Absence

If absence levels continue to cause concern, then employees should be referred to the Occupational Health Service for an independent medical examination.

If the absence is the consequence of an underlying medical condition then medical advice would be sought to identify any reasonable adjustments or assistance that the Company can provide.

Disciplinary Action

Continued non-attendance may result in disciplinary action being taken if no underlying medical condition can be identified. This may be in the form of either a verbal, first written or final written warning, and could ultimately lead to dismissal. As part of this process employees will be given the opportunity to improve their attendance.

4.7 LONG-TERM ABSENCE

Consultation and Discussion

In cases of long-term absence line managers must arrange to conduct regular 'care and concern' interviews to discuss possible courses of action should the absence continue (these interviews should be recorded and notes sent to the employee concerned). Employees may choose to be accompanied by a work colleague or trade union representative. The line manager may also choose to be accompanied, normally by a Human Resources Adviser or another manager

If employees are too ill to travel, line managers may choose to conduct a home visit at a mutually convenient time.

Medical Advice

In cases of long-term absence, regular medical assessments must be sought.

Where there is doubt regarding an employee's ability to return to work on a permanent basis advice must be sought from the Occupational Health Service Provider.

Employees must make themselves available to attend medical referrals.

Returning To Work

Wherever possible the Company will aid a return to work on a permanent basis. To establish the most effective way of doing this the Company may seek further medical advice.

This may include making reasonable adjustments to the employee's job, allowing a phased return to work, or by allowing the employee to return to work on a reduced or alternative hours basis.

Where a phased return to work is recommended through the medical assessment, the employee will be able to return to work on a part-time basis and receive their full pay. This will be for a maximum period of four weeks, after that the employee must substitute their annual leave for days not worked or receive payment only for the hours worked.

Where an employee requests a phased return to work themselves, annual leave should be taken for days not worked or they may opt to receive payment only for the hours worked.

Redeployment

If medical opinion is that an employee is unfit to return to their former employment, the possibility of alternative employment will be considered. However, depending on the availability of alternative posts, this may not be possible.

Ill-Health Retirement

Should the medical opinion indicate that an employee is permanently unfit, employees may have the option for applying for early retirement on the grounds of ill health, in line with the provisions of their pension scheme. This option should be discussed with individuals in full at the appropriate time.

Resignation

At any time during this process an employee may choose to resign from their employment. They are required to give their contractual notice and any outstanding accrued holiday entitlement will be paid in lieu.

Payment in lieu of notice may be agreed by the line manager.

Dismissal On The Grounds Of Capability

Should the dismissal of an employee be identified during the final care and concern meeting as the only appropriate option (i.e. all other options as outlined above have been investigated and found to be inappropriate) a formal capability review meeting must be held with the employee in question and their line manager to fully consider the situation again.

At this meeting the employee has the right to be accompanied by a work colleague or Trade Union Representative.

Following the meeting if the employee is dismissed, they will be given a letter confirming the reason for dismissal, the date of dismissal, their right to appeal, any payment in lieu of contractual notice and any other outstanding payments to which they are entitled e.g. annual leave.

Sick Pay Regulations

The sick pay regulations are financial provisions and indicate an entitlement to sick pay and in no way indicate the amount of sickness absence to which an employee is entitled.

Data Protection

All information relating to an individual's absence will be handled in line with Data Protection principles and will be used purely to carry out the management of their employment.

4.8 TRIGGER POINTS - IRREGULAR ATTENDANCE

Trigger points are agreed levels of sickness absence which, when reached, will trigger management action.

Where someone is approaching a trigger point, it may be an early indication of a problem and line managers should informally discuss an employee's attendance record with him/her, including reminding him/her of the standards expected and of the support available to help his/her attendance improve, including early interventions.

Trigger points are used to remind managers that the amount of sick leave being taken may be a problem and that it should be addressed.

Before considering action line managers should consider each case on its merits and take account of:

- Isolated illnesses/accidents which should not lead to formal action in an otherwise good attendance record
- Staff who are disabled, where special consideration may have to be given to a higher level of absence.
- Whether the absence has resulted from an industrial injury or illness, in these circumstances further action may not be appropriate.
- Whether the absence is related to pregnancy or an assault in connection with their duties, in which case no further action should be taken

Trigger Points

Line managers should consider taking formal action when:

- Self-certificated absences in any 12 month period exceed 14 days;
- Absences exceed 7 days in a 6 month period or less, although one isolated absence of 7 days would not necessarily require action
- Absences fall regularly on specific days, e.g. a Friday and/or Monday
- Eight or more spells of sickness absence are taken in a 12 month period, or four or more spells are taken in a six month period or less, irrespective of the length of the absences
- Absences for frequent and unrelated non-specific illnesses, e.g. headache, stomach ache, back trouble, especially where these are self-certificated.

4.9 PROCEDURES CHECK LIST

Stage 1 - Return to Work Interview

This is an informal part of the Procedure, however in order to give the process credibility the following rules should be followed:

- Every employee should complete a 'Return to work interview' form with their immediate line manager.
- Interviews should be carried out in an area where there will be no interruptions and where both parties may feel at ease.
- The employee should always be informed of the reason for the meeting.
- The meeting should be prefaced by an indication of concern for the employee as well as the need for the Manager to be aware of the health of his/her employees.
- The employee should be encouraged to discuss any problems they may be having with their health and to actively contribute to the solution to the problem.
- Any apparent problem or patterns of absence should be brought to the employee's attention.
- All relevant absence documentation must be recorded on the employees personnel file.

**ORFORD GENERAL STORES LTD
RETURN TO WORK INTERVIEW FORM**

Name
Designation
Department
First Day of Absence
Last Day of Absence
Total number of days absent
Total number of days off work
Is absence due to an injury at work? YES/ NO
Have you seen a doctor ? YES/ NO
Reason for absence(Please give a brief description of the illness or other reason for absence)
Action Taken(please give a brief description of any action taken to date)
Proposed Course of Action
I understand that if I knowingly provide inaccurate or false information regarding my absence it may result in disciplinary action
Employees Signature
Managers Signature

Stage 2 - Counselling

- As the first step in procedure it is vital that the message conveyed is clear and unambiguous.
- Prior to counselling, full details of the employee's absence record along with reasons should be made available to both participants.
- The employee should be made aware of the date and location of the Meeting and the reasons for it.
- The employee should be given the opportunity to explain absence records and present any evidence required.
- If there are medical problems it may be necessary to adjourn the Meeting for medical advice.
- The Line Manager will advise the employee of the outcome of the meeting and where appropriate of the need for improvement of their current absence level. Written confirmation of the outcome of the meeting will be given to the employee and a copy recorded on their personnel files.

Stage 3

- Prior to calling a hearing, full details of absence record along with reasons should be made available to all participants.
- The employee should be made aware of the date and location of the Review and the reasons for it.
- In addition they should be informed of the right to be represented at the Review.
- The employee should be given the opportunity to explain absence records and present any evidence required.
- If there are medical problems it may be necessary to adjourn the Meeting for medical advice.
- The Manager should set out clearly the improvements expected and the time scale over which these improvements must be achieved.
- The employee should be informed in writing of the requirements and the time scale and advised if the warning is to be recorded on his record.
- Any warning letter should be copied to the Trade Union Representative if present at the hearing. The employee must be informed of their right to appeal against this decision.
- Any warnings issued will remain on the record for 12 months.

Stage 4

- If there has been no improvement in the absence record in the period set at the first Review or there has been a further breach of policy during the lifetime of a written warning then the employee must be informed and asked to attend a Second Review. In addition they should be informed of the right to be represented at the Review.
- Medical reports must be sought prior to the date of the Meeting and results made available to both parties.
- The employee should be given the right to present any evidence in mitigation.
- The employee should be informed of the need to improve their record and the possibility of dismissal if they do not do so. The employee must be informed of their right to appeal against this decision. (see Appeals). This should be confirmed in writing to the employee and held on their personnel file for 18 months.

Stage 5

- The employee must be given full details of the case and the possible consequences prior to attendance. The employee must also be informed of their right to representation at this meeting.
- All medical evidence should be taken and considered before a final decision is taken.
- If the decision is taken to dismiss the employee then this should be done by giving full entitlement to notice (even if sick pay is exhausted).

The employee must be informed of their right to appeal against this decision. (see appeals).

4.10 APPEALS

Every employee has the right to appeal against the outcome of any formal review stage of the absence procedure. The basis of an appeal should normally relate to one of the following areas:

- the Policy had not been followed correctly.
- the resulting action was inappropriate.
- the need for action was not warranted.

Appeals against the formal stages of the Absence Procedure

An appeal should be put in writing to the appropriate Director / Senior Manager. The letter of appeal may be constructed by the employee or their representative. The letter should contain the grounds for appeal and should be lodged within 7 days of receipt of the issue of a formal letter. An appeal hearing should be arranged within 7 days of receipt of the appeal letter. An appeal against Dismissal will be considered in the same way, but should be heard by a Director / senior manager who has not previously been involved in the case.

4.11 MATERNITY LEAVE AND PAY POLICY

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

You may not return to work during the two weeks immediately following the birth of your child

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Parallel arrangements are available for the adoption of a child.

4.12 PATERNITY LEAVE AND PAY

Statutory Paternity Leave is a maximum of two weeks' leave, following the birth of a child, taken in order to support the mother or care for the new child. It can be taken as a single week or two consecutive weeks. It cannot be taken as odd days or as two separate weeks.

Statutory Paternity Leave must be taken within 56 days of the birth. If the baby is born earlier than expected, it must be taken within 56 days from the date the baby was due.

To qualify you must have worked for the Company for at least 26 weeks by the end of the 15th week before the expected birth week.

Statutory Paternity Pay is paid at a fixed rate per week (determined in legislation) or 90% of average earnings if that is less. It is paid less tax and National Insurance contributions in the normal way.

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

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

4.13 SHARED PARENTAL LEAVE

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

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

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

The other parent /adopter has to have worked for 26 weeks in the 66 weeks leading up to the due date and have earned above the maternity allowance threshold of £30 a week in 13 of the 66 weeks.

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

Unpaid Parental Leave

As well as Shared Parental Leave, any eligible employee who has or expects to have responsibility for a child is entitled to take Unpaid Parental Leave to care for that child. This includes the child's registered father or anyone else who has or expects to have formal parental responsibility for the child. To be eligible to take Parental Leave, an employee must have been employed by the Company for at least one year.

Parental Leave consists of 18 weeks' unpaid leave for each child born or adopted, taken at any time up to the child's eighteenth birthday. Up to four weeks' Parental Leave can be taken in respect of each child, each year, in blocks of one week or more. Employees cannot take the leave in blocks of less than one week, unless the child is disabled. You must give your line manager at least 21 days notice of your intention to take Parental Leave.

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

4.14 TIME OFF FOR DEPENDANTS

You are legally entitled to take a reasonable amount of time off to deal with certain prescribed emergencies involving certain dependants. This leave is called Time Off for Dependants. Time Off for Dependants can be taken, for example, if a dependant falls ill or is injured, if care arrangements break down, or to arrange or attend a dependant's funeral. A dependant is your child (including adopted child), husband, wife or parent. It also includes someone who lives in your household, and someone who reasonably relies on you, such as an elderly relative. Any time taken off must be necessary and reasonable in the particular circumstances. Time Off for Dependants is not paid.

5. HEALTH AND SAFETY

5.1 Introduction

The Company recognises and accepts its responsibility as an employer to maintain, so far as is reasonably practicable, the safety and health of its employees, and of other persons who may be affected by its' activities.

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

5.2 Procedure in the event of an accident

An Accident Book is available from your line manager and it is the responsibility of each individual employee to report and record any accident involving personal injury. Any accident or near miss occurrence (i.e. no one was injured but the incident had the potential to injure or kill) at work should be reported immediately to your line manager.

All employees who are absent from work following an accident must complete a self-certification form, which clearly states the nature and cause of the injury.

For any employee who suffers an injury at work which results in them being away from work, or unable to do their normal work, for three days or more (including weekends, rest days or holidays) it is important that your manager is informed as the Health and Safety Executive also need to be informed by the Company. Form 2508 (available from <http://www.riddor.gov.uk/f2508.dot>) should be completed in conjunction with your line manager. Employees are not expected to complete these forms themselves.

5.3 First Aid

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

5.4 Fire Safety

Employees should follow these steps to help prevent fires:

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

5.5 Action to take when the fire alarm goes off:

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

5.6 Action to take if you discover a fire:

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

5.7 Personal Safety

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

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

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

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

6. DISCIPLINARY PROCEDURE

6.1 Scope

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

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

6.2 Suspension

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

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

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

6.3 Counselling

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

- what is expected in terms of improving shortcomings in conduct or performance;
- the time scales for improvement;
- when this will be reviewed;
- the employee must also be told, where appropriate, that failure to improve may result in formal disciplinary action.

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

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

6.4 Procedure for formal investigation

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

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

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

Witnesses should be called at this stage, and the employee allowed to question these witnesses. The employee has a right of representation at this hearing.

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

- take no further action against the employee;
- recommend counselling for the employee;
- proceed to a disciplinary hearing.

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

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

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

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

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

6.5 Warnings

Examples of Minor Misconduct

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

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

Verbal Warning

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

First Written Warning

A First Written Warning is appropriate when:

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

Examples of Gross – Misconduct

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

- Theft, including unauthorised possession of Company property;
- Breaches of confidentiality, prejudicial to the interest of the Company;
- Being unfit for duty because of the misuse/consumption of drugs or alcohol;
- Refusal to carry out a management instruction which is within the individuals capabilities and which would be seen to be in the interests of the Company;
- Breach of confidentiality / security procedures;
- Bribing or attempting to bribe another individual, or personally taking or knowingly allowing another person to take a bribe;
- Physical assault, breach of the peace or verbal abuse;
- False declaration of qualifications or professional registration;
- Failure to observe Company rules, regulations or procedures;
- Wilful damage of property at work;
- Incompetence or failure to apply sound professional judgement.

Final Written Warning

A Final Written Warning is appropriate when:

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

Downgrading or Transfer to another Post

This action is appropriate when:

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

Dismissal

Dismissal is appropriate when:

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

Time Scales for the expiry of Warnings

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

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

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

LETTER OF WARNING

All Warnings must contain the following information:

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

LETTER CONFIRMING DISMISSAL

The letter confirming dismissal will contain the following information:

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

APPEALS

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

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

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

An appeal will be arranged within 20 working days of receipt of the appeal letter.

Appeals against Verbal and First Warnings

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

Appeals against Downgrading, Final Warnings and Dismissal

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

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

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

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

7. GRIEVANCE PROCEDURE

The grievance procedure is intended as the tool by which a member of staff may formally have a grievance, regarding any condition of their employment, heard by the management of the Company. The aggrieved employee has the right to representation by a Trade Union Representative, a professional organisation, a staff association or a colleague/friend.

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

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

This procedure is not intended to deal with:

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

Stage 1

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

If the manager is unable to resolve the matter at that time then a formal written grievance form should be submitted (see appendix 1). The manager should then respond within 2 working days (i.e. the manager's normal working days) to the grievance unless an extended period of time is agreed upon by both parties. The response will give a full written explanation of the manager's decision and who to appeal to if still aggrieved.

Stage 2

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

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

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

Stage 3

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

Where a grievance is raised against a Director then the grievance must be dealt with impartially by a manager not previously involved or by an independent third party or mediator.

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

Grievance Procedure - Appendix 1

To:
From:
Dept:
Date:
Immediate Superior:

Dear

I wish to take a formal grievance out against:
in line with the Company Grievance Procedure. The details of my grievance are shown below:

Yours sincerely,

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

Grievance Procedure - Appendix 2

To
From
Dept
Date
Immediate Superior

Dear

On (within 10 days of the response to the initial formal grievance) my grievance against was heard by
I am not satisfied with the outcome of this meeting and would like to appeal to yourself for a further hearing of my grievance, in line with the Company Grievance Procedure.

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

Yours sincerely

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

Grievance Procedure - Appendix 3

To (Director):

From:

Dept:

Date:

Immediate Superior:

Dear

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

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

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

Yours sincerely

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

Confirmation of Receipt of Handbook For

Name:

Designation:

Place of Work:

Line Manager:

I confirm I have received a copy of the Orford General Stores Ltd Staff Handbook and that I have read this and understood the contents.

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

Signed: _____

Date: _____

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