



Employee Handbook

The Callver Cleaning Co is committed to providing the best, most trusted service possible, using the very best staff around, with the best materials available at a reasonable and fair price... **It's as simple as that...**

The Callver Cleaning Co
www.callver.com

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SECTION ONE

1.1 GENERAL INFORMATION

1.1a) Terms and Conditions Statement

You are required to sign and return to The Callver Cleaning Company your Employment Contract within the first eight weeks of employment. The Callver Cleaning Company urges you to carefully read your Employment Contract as well as this handbook.

1.1b) Changes to the Contract of Employment

The Callver Cleaning Company may change the terms and conditions of employment from time to time but will notify you in writing of any such changes at the earliest opportunity and in any event no later than one month after the change.

1.1c) Probationary Period

The purpose of the 3-month probationary period is both to give you the opportunity to evaluate your time with The Callver Cleaning Company and for The Callver Cleaning Company to assess your capability and conduct.

Upon the satisfactory completion of your probationary period The Callver Cleaning Company will confirm your position to you in writing. Your contract of employment will indicate the length of your personal probationary period and if it is to be extended for any reason you will be advised of the reason why.

1.1d) Changes to Personal Information

It is your responsibility to keep The Callver Cleaning Company informed of any changes to your personal information such as marital status, address, telephone number, bank details and emergency contact.

1.1e) Personal Belongings and Valuables

As in all organisations, The Callver Cleaning Company does not have insurance cover against loss of personal belongings, money or valuables left lying around. It is therefore in your interests to ensure that nothing of value is left unattended. This applies to wallets and cheque books in pockets as well as handbags and purses.

1.1f) Timekeeping

Great importance is attached to punctuality and it is your duty to be ready to commence work at the appointed starting time. This applies also to lunch breaks.

1.2 INDUCTION

When new employees are recruited or staff are promoted or transferred, The Callver Cleaning Company will aim to help them adjust to their new situation as quickly and easily as possible so that they become integrated and productive members of their new team as quickly as possible.

1.2a) Induction Programme

When a job offer has been made and accepted, an induction checklist will be used during the early stages of the new recruit's employment. Programmes will vary according to the nature and seniority of the post but will normally incorporate the features outlined below.

As part of every programme, an induction checklist will be prepared and used to ensure that new employees receive all relevant information relating to:

- The job
- The Callver Cleaning Company and individual work area/department
- The Callver Cleaning Company's rules, policies and procedures

- Pay and employment conditions
- Health, safety and welfare policies

Responsibility for various aspects of the induction programme will be allocated to specific members of staff.

1.2b) Preparation of Colleagues and the Workplace

All those affected by the new employee's arrival will be informed of the starting date and arrangements will be made for the initial stages of the induction programme to be put into operation.

1.2c) First Day of Employment

Clear joining instructions will be issued in good time for use on the employee's first working day. Where the employee is required to bring certain documents and/or equipment, this will be clearly stated.

On the first day, arrangements will be made for the new employee to be met by a designated member of staff so that the employee is expected and welcomed. After initial introductions (e.g. over a coffee), the following "paperwork" will be dealt with:

- P45 tax form
- documentary evidence of eligibility to work in the UK
- employee handbook (including conditions of employment, The Callver Cleaning Company's rules, policies and procedures)
- personal details form (e.g. emergency contact, home address and number etc)
- health and safety rules, including fire, first aid and accident procedures
- matters in relation to company car use, driving licence, car insurance and other details.

Taking into account any formal job training that has been arranged, the employee will then be introduced to the job in a manner which is appropriate to both the work and the individual concerned.

1.2d) Completing the Induction Process

During the induction period, the employee will gradually be integrated into their job and The Callver Cleaning Company as a whole. Using the induction checklist as a guide, the line manager will ensure that all essential information is communicated to the employee in a manner and over a period that is considered appropriate.

1.3 CODE OF CONDUCT

This Code of Conduct reaffirms how The Callver Cleaning Company conducts its affairs.

It is based on several core values; mutual trust and support, ethical behaviour, the highest quality (in what we do) and a strong work ethic.

The Code of Conduct is designed to promote high standards of conduct, fairness, consistency and order within the Company.

The Code of Conduct applies whilst you are on site and off site and at any time when you are representing The Callver Cleaning Co.

It is therefore important that you read and understand each of the rules of the Code of Conduct to appreciate the general standard of conduct which is required of you in carrying out your job.

You are expected to;

Act at all times in such a manner as to justify public trust and confidence, to uphold and enhance the good standing and reputation of The Callver Cleaning Co, to serve the best interests of society and, above all, to be accountable for your own working practices and, in the exercise of such accountability, to:

- Act at all times, within the law of the land and in a manner befitting of a professional employee.
- Take every reasonable opportunity to maintain and enhance knowledge and competence within your field or work.
- Acknowledge any limitations of competence and refuse in such cases to accept delegated functions without first having received instruction in regard to those functions and having been assessed as competent.
- Work in a collaborative manner with colleagues.
- Take account of the customs, values and spiritual beliefs of others and to avoid actions or words which could be considered discriminatory, hostile, improper or offensive.
- Respect the confidentiality of information obtained during the course of your work and not disclose such information except where such disclosure is required by law.
- Assist colleagues, wherever possible, to develop competence in relation to the needs of their work.
- Work in accordance with the terms of your contract of employment and in particular to be familiar with the rules concerning your absence due to leave or sickness to avoid disruption upon The Callver Cleaning Co and your colleagues.
- Understand the role required of you as set out in your job description, to be flexible in relation to the requirements of your duties and to act upon reasonable instructions given as part of your duties.
- Undertake your role with due regard for the health, safety, wellbeing and property of yourself, your colleagues and anyone you encounter during the course of your role and to respect and adopt all Health and Safety regulations at all times.
- Be fit for work and to commence at the designated time neither under the influence of alcohol, drugs or substances which might affect your performance and the safety of you and others.
- Employees are encouraged to use e-mail and the internet at work as a fast and reliable method of communication with significant advantages for business. However, employees need to be careful not to expose both themselves and The Callver Cleaning Company to certain risks and offences that misuse of these facilities can cause.
- Removal of company property from the premises without permission is not permitted.

The following are examples of the kind of behaviour which can constitute gross misconduct and which could lead to summary dismissal (dismissal without notice):

- Physical violence towards anybody: this applies to your role as an employee but also outside of the work environment

- Behaviour that seriously jeopardises health or safety
- Serious misuse of the trust that exists between employees and anyone for whom The Callver Cleaning Company is responsible
- Incapacity for work due to being under the influence of illegal drugs or alcohol
- Gross insubordination
- Deliberate damage to The Callver Cleaning Company property
- Serious infringement of the rules of The Callver Cleaning Company

The Callver Cleaning Company will regard any violation of the Code of Conduct as a serious matter and a violation may result in disciplinary action or even dismissal.

Everyone must therefore refrain from violating the Code of Conduct, encouraging others to violate the Code of Conduct or witnessing a violation of the Code of Conduct without reporting the violation to a line manager.

SECTION TWO

2.1 CONFIDENTIALITY

Information concerning The Callver Cleaning Company's clients, products, services, plans, records, etc. should be regarded as confidential and should not be disclosed or talked about to those other than company employees or appointed advisers.

The Callver Cleaning Company's business requires a close working relationship with its clients and any information given to The Callver Cleaning Company by a client must be deemed to be confidential and the leakage of any such information to other parties whether by accident or design is potentially damaging.

No client or company information may be removed from the premises (other than in the ordinary course of business) without the prior written authority of a manager.

Any deliberate infringement of these rules will be regarded as a most serious breach of conduct and could lead to instant dismissal. Accidental breach will also be regarded as a breach of rules and may be subject to disciplinary action.

It is a condition of employment that if requested to do so, employees will sign a non-disclosure agreement.

2.2 STANDARD OF DRESS

Employees are expected to maintain The Callver Cleaning Company's professional image as a quality provider to our customers. You will be expected to wear the uniform provided to you at all times. You will be provided with enough uniform to be able to rotate your clothes frequently. Please note no responsibility will be accepted for damage to your personal clothing.

A mature attitude and cheerful disposition are expected at all times.

2.3 COMPANY TELEPHONES

Ingoing and outgoing personal telephone calls should be kept to a minimum.

2.4 SMOKING AT WORK

In accordance with current legislation and to provide a smoke-free, safe and pleasant working environment for everyone, smoking will not be permitted at any client site. This restriction applies at all times, including outside normal working hours.

It is against the law to smoke in a workplace or company vehicle. Any employee who ignores the smoking ban will be treated in accordance with The Callver Cleaning Company's disciplinary procedure and, in the case of repeated offences, will be dismissed from The Callver Cleaning Company's employ.

Smokers are permitted to smoke during their breaks but must be discrete and not in view of customers, neighbours or passers-by.

Smoking is not permitted inside Company vehicles, or in the vicinity of Company vehicles at anytime.

2.5 DRIVING ON COMPANY BUSINESS

This policy applies to anyone who drives using their own private vehicle whilst on Company-related business.

2.5a) Driving licence and insurance

When driving on Company-related business, all employees are required to have a valid, full driving licence. Upon request, the employee must provide their driving licence for inspection.

When an employee uses their own vehicle for Company-related business, they must ensure that their insurance covers the vehicle for business use. Upon request and every 12 months the employee must provide the certificate of insurance, confirming cover for business travel and paper copy of their driver's licence.

2.5b) Roadworthiness and tax

Employees must ensure that their car is maintained in good condition and is road worthy at all times. It should be serviced at the recommended intervals (in line with the vehicle logbook and mileage record). Regular checks should be made of tyre pressures and tread, lights, brakes, fuel, oil, water coolant, screen wash and battery. Employees must conform to current road traffic legislation. The vehicle must not be used for business use if it is not insured to do so or is not road worthy in any way.

Additionally, the employee must ensure that the vehicle holds a valid MOT certificate and possess valid tax. Employees must supply the MOT certificate for inspection upon request by The Callver Cleaning Company.

2.5c) Fines and penalties

The employee is responsible for the payment of any fines or charges, due to offences that occur whilst driving on Company-related business, for example, parking, congestion charge and speeding fines.

2.5d) Accidents and loss of licence

Whilst driving on Company-related business, any accident that occurs, regardless of fault, must be immediately reported to The Callver Cleaning Company. The employee must also immediately report to The Callver Cleaning Company, any court order that has disqualified them from holding a driving licence, or any fixed penalty notice which results in disqualification due to the addition of points held on the licence. This must be done whether or not the consequence occurred as a result of driving on Company-related business or not.

2.5e) Carrying of Passengers

When using their vehicles for business travel, employees are prohibited from carrying personal passengers. However, the employee is permitted to carry business-related passengers when using the vehicle on Company-related business. When carrying passengers, the employee should ensure that there are enough seats for the number of passengers and that they all wear seat belts.

2.5f) Driving and mobile phones

Under no circumstances should mobile phones be used whilst driving.

2.5g) Safe standards of driving

When driving on Company-related business, the employee must drive within the law and abide by the requirements of the Highway Code and road traffic law, always ensuring that:

- Speed limits and traffic signs are observed.
- The vehicle is parked properly and not in contravention of any road traffic regulations.

Employees are prohibited from driving on Company-related travel whilst under the influence of intoxicating substances such as drugs or alcohol. Employees must inform their manager if they are taking any prescribed medication that may cause drowsiness and affect their ability to drive. Whilst driving on Company-related business, employees must ensure that they take regular breaks because driving when tired can result in accidents.

2.5h) Breach of this policy

Failure to observe these rules is regarded as a disciplinary offence and will be dealt with in accordance with The Callver Cleaning Company's disciplinary procedure. It may constitute potential gross misconduct, depending on the seriousness of the breach, which would render the employee liable to summary dismissal.

2.6 USE OF MOBILE TELEPHONES

The Callver Cleaning Company recognises that the correct and safe use of mobile telephones can be a positive benefit to the operation of the business and to the health and safety of its employees. However, the use of mobile telephones in the wrong place, at the wrong time or in the wrong circumstances can cause accidents and interrupt activities to the detriment of The Callver Cleaning Company, other employees and others.

The Callver Cleaning Company will allow the sensible use of mobile telephones, either those provided by The Callver Cleaning Company or an individual's own mobile telephone, provided the basic health and safety rules on sensible use are followed.

2.6a) Legal Position

The law states that with effect from 1 December 2003 it is a specific offence for a driver to hold and use a mobile telephone whilst driving. The term "driving" includes times spent stationary, for example in traffic jams or at traffic lights. This is in addition to the current laws governing safe driving. The only defence under the law is where the driver has made a genuine emergency call to 999 when it would have been unsafe to stop driving to make the call.

Employers can potentially be held liable for "causing or permitting" an employee to use a hand-held mobile telephone or similar device in the course of their work while driving. In practice, they are also required to inform employees of this responsibility and to ensure that appropriate working arrangements are made for securing compliance.

The Callver Cleaning Company is committed to ensuring the safety, health and wellbeing of employees and requires them to take all reasonable steps to look after themselves whilst at work.

In accordance with this policy, employees who use a mobile telephone in the course of their work, whether the telephone is provided by Company or by the employee, must comply with the following when driving:

- They must not use the telephone handheld whilst driving (sending or receiving);
- They are permitted to use the telephone in conjunction with a properly fitted "hands free" kit of a type suitable for the telephone and the vehicle being driven;
- They must note and at all times follow the guidance provided by The Callver Cleaning Company on the use of telephones in vehicles.

Employees who fail to comply with the law relating to the use of mobile telephones in vehicles may be accountable for such failure under The Callver Cleaning Company's Disciplinary Procedures.

2.6b) General Guidance

It is not a specific offence to use a hands-free kit that allows you to make and receive calls without holding the phone. However, if you use a hands-free kit, you may still be prosecuted for "due care" or "dangerous driving" offences, if as a result of using a hands-free mobile phone you fail to keep proper control of your vehicle.

If prosecuted, you will be liable for a fine of £60 and three points on your licence. If the case goes to Court, there is a maximum fine of £1,000.

Ultimately, the control of your vehicle whilst driving is your own responsibility. If you are in any doubt, you should find a safe place to pull over, stop and switch off your engine before using a mobile phone.

Personal mobile telephones should be switched to "silent" during the normal working day so as to avoid disruption to your colleagues.

2.7 USE OF COMPANY EQUIPMENT

2.7a) Introduction

This policy outlines employees' obligations towards any company property that they use during the course of their employment. It applies to company property that staff have:

- been given for the duration of their employment;
- been assigned for a temporary period only; or
- borrowed from a colleague or particular department within The Callver Cleaning Company.

The policy applies to permanent, part-time, temporary and casual staff. The policy covers only the use of physical property. The use of intellectual property such as company data is outside the scope of this policy.

2.7b) Allocation of company property

On the commencement of their employment, employees may be given items of company property, including

- cleaning materials
- machines
- cleaning equipment;
- keys;

2.7c) Care of company property

Employees are responsible for any property belonging to The Callver Cleaning Company that is under their control or in their possession and must take proper care of any such items. Employees must:

- take good care of company property, both when it is used in the workplace and when it is used outside The Callver Cleaning Company's premises;
- ensure that company property is maintained and serviced when necessary;
- not allow company property to be used by anyone outside The Callver Cleaning Company, unless he/she is suitably qualified and this has been authorised by The Callver Cleaning Company (for example, a professional undertaking repairs or servicing);

- use company property to carry out any illegal activities or activities that might bring The Callver Cleaning Company into disrepute (for example, drink driving in a company car);
- not, by act or omission, allow company property to be lost or damaged (for example, by not securing company property properly or leaving it in a public place such as on public transport); and

The Callver Cleaning Company recognises that it is inevitable that there will be some wear and tear of company property.

2.7d) Consequences of misuse of company property

Under The Callver Cleaning Company's disciplinary procedure, damage to company property can lead to disciplinary action, depending on the circumstances. Deliberate or negligent damage to, or misuse of, The Callver Cleaning Company's property may be gross misconduct, justifying summary dismissal.

2.7e) Security of company property

Employees must take all reasonable steps to ensure the security of items of company property that have been allocated to them. This includes taking all reasonable steps to ensure that company property is not misplaced or stolen, and that no one else has access to the property.

2.7f) Return of company property

On the termination of their employment, employees will be required to return company property on the date specified by The Callver Cleaning Company, which will normally be their last day at work. Employees should return all property that belongs to The Callver Cleaning Company that is in their possession. Most items can be returned to the employee's manager, including

- cleaning materials
- machines
- cleaning equipment;
- keys;

2.7g) Unreturned company property

On the termination of his/her employment, it is the employee's responsibility to return company property no later than the date specified by The Callver Cleaning Company.

Contracts of employment include provision for The Callver Cleaning Company to withhold the whole or any part of an employee's wages up to the market value at that time (based on the estimated value of the property at the time), if he/she does not return company property by the agreed date.

In appropriate cases, The Callver Cleaning Company may contact the police about the unreturned property and/or issue civil proceedings against the employee for breach of contract and/or trespass to goods to the extent that any outstanding wages withheld do not cover the current market value of the property not returned.

2.8 HEALTH AND SAFETY

2.8a) Policy statement

We are committed to ensuring the health and safety of our staff, customer, clients and anyone affected by our business activities and to providing a safe environment for all those attending our premises through regular assessments of risks in the workplace. In particular we are committed to maintaining safe and healthy working conditions through control of the health and safety risks arising from our work activities, namely the: -

- provision and maintenance of safe plant and equipment
- ensuring the safe handling and use of substances

- consulting with our staff and providing appropriate information, instruction, training and supervision
- taking steps to prevent accidents and cases of work-related ill health

On arrival at the clients premises you will be expected to sign a site-specific risk assessment and a separate COSHH assessment

2.8b) Who is covered by this policy?

This policy applies to those working at all levels, including managers, employees, consultants, contractors, trainees, part-time and fixed-term employees, casual and agency staff and volunteers (collectively referred to as staff in this policy).

2.8c) What is covered by this policy?

In accordance with our health and safety duties, we are responsible for:

- Assessing risks to health and safety and identifying ways to overcome them.
- Providing and maintaining a healthy and safe place to work and a safe means of entering and leaving our premises, including emergency procedures for use when needed.
- Providing information, instruction, training and supervision in safe working methods and procedures as well as working areas and equipment that are safe and without risks to health.
- Ensuring that equipment has all necessary safety devices installed, that equipment is properly maintained, and that appropriate protective clothing is provided.
- Promoting co-operation between members of staff to ensure safe and healthy conditions and systems of work by discussion and effective joint consultation [and the establishment of a safety committee, safety representatives and accident investigations where applicable].
- Regularly monitoring and reviewing the management of health and safety at work, making any necessary changes and bringing those to the attention of all staff.

2.8d) Personnel responsible for implementation of this policy

The Owner has overall responsibility for health and safety and the operation of this policy.

The Owner is the Principal Health and Safety Officer with day-to-day responsibility for health and safety matters.

All staff must also recognise that everyone shares responsibility for achieving healthy and safe working conditions. You must consider the health and safety implications of your acts and/or omissions and take reasonable care for your health and safety and that of others.

Any health and safety concerns should be reported to the Principal Health and Safety Officer.

2.8e) Standards of workplace behaviour

You must co-operate with the Principal Health and Safety Officer, supervisors and managers on health and safety matters and comply with any health and safety instructions.

You must take reasonable care of your own health and safety and that of others by observing safety rules applicable to you and following instructions for the use of equipment (including safety equipment and protective clothing).

Any health and safety concern, however trivial it might seem, including any potential risk, hazard or malfunction of equipment, must be reported to the Principal Health and Safety Officer.

You must co-operate in the investigation of any accident or incident that has led, or which we consider might have led, to injury.

Failure to comply with health and safety rules and instructions or with the requirements of this policy may be treated as misconduct and dealt with under our Disciplinary Procedure.

2.8f) Information and consultation

We are committed to providing information, instruction and supervision on health and safety matters for all staff as well as consulting with them regarding arrangements for health and safety management.

2.8g) Equipment

All staff must use equipment in accordance with operating instructions given by the Principal Health And Safety Officer. Any fault with, damage to or concern about any equipment or its use must immediately be reported to [the Principal Health and Safety Officer.

Employees must ensure that health and safety equipment is not interfered with and that any damage is immediately reported.

No member of staff should attempt to repair equipment unless trained and designated to do so. Failure to report damage to or a fault with equipment or failure to use it as directed may result in action under our Disciplinary Procedure.

2.8h) Accidents and first aid

Any accident at work involving personal injury should be reported to the Principal Health and Safety Officer, so that details can be recorded in the Accident Book. All staff must cooperate with any resulting investigation.

Details of first aid facilities and trained first aiders are displayed on the notice boards OR available from the Principal Health and Safety Officer.

If you suffer an accident at work, you (or someone on your behalf) must report that fact to the Principal Health and Safety Officer as soon as possible. All accidents should be reported, however trivial. The accident will be recorded in our Accident Book.

2.8i) National health alerts

In the event of an epidemic or pandemic alert we will organise our business operations and provide advice on steps to be taken by staff, in accordance with official guidance, to reduce the risk of infection at work as far as possible. Any questions should be referred to your manager.

It is important for the health and safety of all our staff that you comply with instructions issued in these circumstances. Failure to do so will be dealt with under our Disciplinary Procedure.

2.8j) Emergency evacuation and fire precautions

You should familiarise yourself with the instructions about what to do in the event of fire which will be available from the Principal Health and Safety Officer. You should also know where the fire extinguishers are, ensure that you are aware of your nearest fire exit and alternative ways of leaving the building in an emergency.

Fire wardens are responsible for the effective evacuation of designated areas. In the event of a suspected fire or fire alarm you must follow their instructions.

You should notify the Principal Health and Safety Officer as soon as possible if there is anything (for example, impaired mobility) that might impede your evacuation in the event of a fire.

If you discover a fire you should not attempt to tackle it unless you have been trained or feel competent to do so. You should operate the nearest fire alarm and, if you have sufficient time, call the Principal Health and Safety Officer and report the location of the fire.

On hearing the fire alarm, you should remain calm and walking quickly, not running, evacuate the building immediately following the instructions of the Principal Health and Safety Officer. Do not stop to collect personal possessions and do not re-enter the building until you are told that it is safe to do so.

2.8k) Risk assessments, DSE and manual handling

General workplace risk assessments are carried out when required or as reasonably requested by members of staff or management. Managers are responsible for ensuring that any necessary risk assessments are undertaken and that recommended changes to the workplace and working practices are implemented.

Information on the regulation of manual handling can be obtained from the Principal Health and Safety Officer.

2.8l) Review of policy

The Principal Health and Safety Officer will ensure that this policy is reviewed annually. We will continue to review the effectiveness of this policy to ensure it is achieving its stated objectives.

2.9 LONE WORKING

The Callver Cleaning Company requires employees to work alone where reasonably practicable. Where lone working is necessary, The Callver Cleaning Company will take all reasonable steps to ensure the health and safety of employees working alone.

The Callver Cleaning Company will ensure that a risk assessment is conducted and that arrangements are in place prior to employees working alone.

The Owner will ensure that:

- emergency procedures are in place so that members of staff working alone can obtain assistance if required;
- a risk assessment is completed by a person competent to do so prior to employees working alone;
- any employee working alone is capable of undertaking the work alone;
- arrangements are in place so that someone else is aware of a lone worker's whereabouts at all times;
- persons working alone are provided with adequate information, instruction and training to understand the hazards and risks and the safe working procedures associated with working alone; and
- training records are kept.

The person conducting the lone working assessment will:

- give consideration to the greater risks to expectant mothers and young persons;
- involve the employee who is working alone in the assessment process and the development of safe working methods;
- advise the employee undertaking the lone working of the findings of the assessment; and
- maintain a file of all lone working assessments.

Employees working alone will:

- follow the safe working arrangements developed by The Callver Cleaning Company for lone working;
- take reasonable steps to ensure their own safety; and
- inform their line manager/assessor of any incidents or safety concerns.

SECTION THREE

3.1 EXCEPTIONAL PERFORMANCE

The Callver Cleaning Company wishes to reward exceptional performance and may, from time to time, pay you a bonus. The payment or otherwise of any bonus will be wholly at the discretion of The Callver Cleaning Company. There is no contractual entitlement for you to receive a bonus at any time even if a bonus has been paid to you or to other employees on previous occasions. If a bonus is paid the amount will also be wholly at the discretion of The Callver Cleaning Company.

3.2 EQUAL OPPORTUNITIES

The Callver Cleaning Company is committed to providing equal opportunities in the employment of its workforce and to avoiding unlawful discrimination in employment and against all other parties that The Callver Cleaning Company works with on a day-to-day basis.

This policy is intended to assist The Callver Cleaning Company to put this commitment into practice. Compliance with this policy should also ensure that employees do not commit unlawful acts of discrimination.

Striving to ensure that the work environment is free of harassment and bullying and that everyone is treated with dignity and respect is an important aspect of ensuring equal opportunities in employment. The Callver Cleaning Company has a separate dignity at work policy, which deals with these issues.

3.2a) The law

It is unlawful to discriminate directly or indirectly in recruitment or employment because of age, disability, sex, gender reassignment, pregnancy, maternity, race (which includes colour, nationality and ethnic or national origins), sexual orientation, religion or belief, or because someone is married or in a civil partnership. These are known as "protected characteristics".

Discrimination after employment may also be unlawful, e.g. refusing to give a reference for a reason related to one of the protected characteristics.

Employees must not discriminate against or harass any other person with whom they interact whilst working for The Callver Cleaning Company.

3.2b) Types of unlawful discrimination

Direct discrimination is where a person is treated less favourably than another because of a protected characteristic. An example of direct discrimination would be refusing to employ a woman because she is pregnant.

Indirect discrimination is where a provision, criterion or practice is applied that is discriminatory in relation to individuals who have a relevant protected characteristic (although it does not explicitly include pregnancy and maternity, which is covered by indirect sex discrimination) such that it would be to the detriment of people who share that protected characteristic compared with people who do not, and it cannot be shown to be a proportionate means of achieving a legitimate aim.

Harassment is where there is unwanted conduct, related to one of the protected characteristics (other than marriage and civil partnership, and pregnancy and maternity) that has the purpose or effect of violating a person's dignity; or creating an intimidating, hostile, degrading, humiliating or offensive environment. It does not matter whether or not this effect was intended by the person responsible for the conduct.

Associative discrimination is where an individual is directly discriminated against or harassed for association with another individual who has a protected characteristic (although it does

not cover harassment because of marriage and civil partnership, and pregnancy and maternity).

Perceptive discrimination is where an individual is directly discriminated against or harassed based on a perception that he/she has a particular protected characteristic when he/she does not, in fact, have that protected characteristic (other than marriage and civil partnership, and pregnancy and maternity).

Third-party harassment occurs where an employee is harassed and the harassment is related to a protected characteristic (other than marriage and civil partnership, and pregnancy and maternity), by third parties such as clients or customers. For an employer to be liable:

- the harassment must have occurred on at least two previous occasions (although not necessarily by the same harasser or suffering the same type of harassment);
- it must be aware that the previous harassment has taken place; and
- it must have failed to take reasonable steps to prevent harassment from happening again.

Victimisation occurs where an employee is subjected to a detriment, such as being denied a training opportunity or a promotion because he/she made or supported a complaint or raised a grievance under the Equality Act 2010, or because he or she is suspected of doing so. However, an employee is not protected from victimisation if he or she acted maliciously or made or supported an untrue complaint. There is no longer a need for a complainant to compare his or her treatment with someone who has not made or supported a complaint under the Equality Act 2010.

Failure to make reasonable adjustments is where a physical feature or a provision, criterion or practice puts a disabled person at a substantial disadvantage compared with someone who does not have that protected characteristic and the employer has failed to make reasonable adjustments to enable the disabled person to overcome the disadvantage.

3.2c) Equal opportunities in employment

The Callver Cleaning Company will avoid unlawful discrimination in all aspects of employment including recruitment, promotion, opportunities for training, pay and benefits, discipline and selection for redundancy.

Person and job specifications will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment or promotion will be assessed objectively against the requirements for the job, taking account of any reasonable adjustments that may be required for candidates with a disability. Disability and personal or home commitments will not form the basis of employment decisions except where necessary.

The Callver Cleaning Company will consider any possible indirectly discriminatory effect of its standard working practices, including the number of hours to be worked, the times at which these are to be worked and the place at which work is to be done, when considering requests for variations to these standard working practices and will refuse such requests only if The Callver Cleaning Company considers it has good reasons, unrelated to any protected characteristic, for doing so. The Callver Cleaning Company will comply with its obligations in relation to statutory requests for contract variations. The Callver Cleaning Company will also make reasonable adjustments to its standard working practices to overcome barriers caused by disability.

3.2d) Dignity at work

The Callver Cleaning Company has a separate dignity at work policy concerning issues of bullying and harassment on any ground, and how complaints of this type will be dealt with.

3.2e) Customers/clients, suppliers and other people not employed by The Callver Cleaning Company.

The Callver Cleaning Company will not discriminate unlawfully against customers using or seeking to use goods, facilities or services provided by The Callver Cleaning Company.

Employees should report any bullying or harassment by customers, suppliers, visitors or others to their manager who will take appropriate action.

3.2f) Your responsibilities

Every employee is required to assist The Callver Cleaning Company to meet its commitment to provide equal opportunities in employment and avoid unlawful discrimination.

Employees can be held personally liable as well as, or instead of, The Callver Cleaning Company for any act of unlawful discrimination. Employees who commit serious acts of harassment may be guilty of a criminal offence.

Acts of discrimination, harassment, bullying or victimisation against employees or customers are disciplinary offences and will be dealt with under The Callver Cleaning Company's disciplinary procedure. Discrimination, harassment, bullying or victimisation may constitute gross misconduct and could lead to dismissal without notice.

3.2g) Grievances

If you consider that you may have been unlawfully discriminated against, you may use The Callver Cleaning Company's grievance procedure to make a complaint. If your complaint involves bullying or harassment, the grievance procedure is modified as set out in the dignity at work policy.

The Callver Cleaning Company will take any complaint seriously and will seek to resolve any grievance that it upholds. You will not be penalised for raising a grievance, even if your grievance is not upheld, unless your complaint is both untrue and made in bad faith.

3.3 DIGNITY AT WORK

The Callver Cleaning Company is committed to creating a work environment free of harassment and bullying, where everyone is treated with dignity and respect.

Harassment and bullying can have very serious consequences for individuals and The Callver Cleaning Company. Harassment or bullying may make people unhappy, may cause them stress and affect their health and family and social relationships, may affect their work performance and could cause them to leave their job. Severe cases of harassment and bullying can even lead to mental illness and suicide. Effects on The Callver Cleaning Company can include loss of morale, poor work performance, increased turnover of staff, legal claims and damage to The Callver Cleaning Company's reputation. Employees found guilty of harassment or bullying may face disciplinary penalties, up to and including dismissal, could be personally liable to pay compensation in legal claims, and may find their own family and social relationships are adversely affected. Serious harassment may be a criminal offence.

The Callver Cleaning Company will not tolerate bullying and harassment of any kind. All allegations of bullying and harassment will be investigated and, if appropriate, disciplinary action will be taken. The Callver Cleaning Company will also not tolerate victimisation of a person for making allegations of bullying or harassment in good faith or supporting someone to make such a complaint. Victimisation is a disciplinary offence.

3.3a) The scope of this policy

This policy covers bullying and harassment of and by managers, employees, contractors, agency staff and anyone else engaged to work at The Callver Cleaning Company, whether by direct contract with The Callver Cleaning Company or otherwise. If the complainant or alleged harasser is not employed by The Callver Cleaning Company, e.g. if the worker's contract is with an agency, this policy will apply with any necessary modifications such as The Callver Cleaning Company insisting that the agency remove the worker.

The policy covers bullying and harassment in the workplace and in any work-related setting outside the workplace, e.g. business trips and work-related social events.

3.3b) What is bullying and harassment?

Bullying is offensive, intimidating, malicious or insulting behaviour, and/or an abuse or misuse of power that is meant to undermine, humiliate or injure the person on the receiving end.

Harassment is unwanted conduct related to relevant protected characteristics, which are sex, gender reassignment, race (which includes colour, nationality and ethnic or national origins), disability, sexual orientation, religion or belief and age, that:

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

Conduct may be harassment whether or not the person behaving in that way intends to offend. Something intended as a "joke" may offend another person. Different people find different things acceptable. Everyone has the right to decide what behaviour is acceptable to him or her and to have his or her feelings respected by others. Behaviour which any reasonable person would realise would be likely to offend will be harassment without the recipient having to make it clear in advance that behaviour of that type is not acceptable to him or her, e.g. sexual touching. It may not be so clear in advance that some other forms of behaviour would be unwelcome to, or could offend, a particular person, e.g. certain "banter", flirting or asking someone for a private drink after work. In these cases, first-time conduct which unintentionally causes offence will not be harassment, but it will become harassment if the conduct continues after the recipient has made it clear, by words or conduct, that such behaviour is unacceptable to him or her.

Harassment may also occur where a person engages in unwanted conduct towards another because they perceive that the recipient has a protected characteristic (for example, a perception that he or she is gay or disabled), when the recipient does not, in fact, have that protected characteristic. For example, it would be harassment for an individual to tease repeatedly an individual because of an incorrect belief that that the recipient is deaf. Similarly, harassment could take place where an individual is bullied or harassed because of another person with whom the individual is connected or associated, for example if their child is disabled, wife is pregnant, or friend is a devout Christian.

Harassment also includes circumstances where an individual is subjected to unwanted conduct from a third party, such as a client or customer. For example, it might be that a client makes a series of racist remarks to a black employee. If an employee feels that they have been bullied or harassed by customers, clients, suppliers, vendors or visitors, they should report any such behaviour to their manager who will take appropriate action. Bullying or harassment of customers, clients, suppliers, vendors or visitors or others will be dealt with through the disciplinary procedure.

A single incident can be harassment if it is sufficiently serious.

All bullying and harassment is misconduct and is a disciplinary offence which will be dealt with under The Callver Cleaning Company's disciplinary policy. Bullying or harassment will often be gross misconduct, which can lead to dismissal without notice.

Bullying or harassment will constitute unlawful discrimination where it relates to one of the protected characteristics, which are sex, gender reassignment, race (which includes colour, nationality and ethnic or national origins), disability, sexual orientation, religion or belief and age. Serious bullying or harassment may amount to other civil or criminal offences, e.g. a civil offence under the Protection from Harassment Act 1997 and criminal offences of assault.

3.3c) What is victimisation?

Victimisation is subjecting a person to a detriment because they have, in good faith, complained (whether formally or otherwise) that someone has been bullying or harassing them or someone else, or supported someone to make a complaint or given evidence in relation to a complaint. This would include isolating someone because they have made a complaint or giving them a heavier or more difficult workload.

Provided that you act in good faith, i.e. you genuinely believe that what you are saying is true, you have a right not to be victimised for making a complaint or doing anything in relation to a complaint of bullying or harassment and The Callver Cleaning Company will take appropriate action to deal with any alleged victimisation, which may include disciplinary action against anyone found to have victimised you.

Making a complaint that you know to be untrue, or giving evidence that you know to be untrue, may lead to disciplinary action being taken against you.

3.3d) What should I do if I think I am being bullied or harassed?

You may be able to sort out matters informally. The person may not know that his or her behaviour is unwelcome or upsetting. An informal discussion may help them to understand the effects of their behaviour and agree to change it. You may feel able to approach the person yourself, or with the help of a manager or another employee. Alternatively, an initial approach could be made on your behalf by one of these people. You should tell the person what behaviour you find offensive and unwelcome and say that you would like it to stop immediately. You may want to add that, if the behaviour continues, you intend to make a formal complaint to your manager. You should keep a note of the date and what was said and done. This will be useful evidence if the unacceptable behaviour continues and you wish to make a formal complaint.

If an informal approach does not resolve matters, or you think the situation is too serious to be dealt with informally, you can make a formal complaint by using The Callver Cleaning Company's grievance procedure. In the case of grievances about bullying or harassment, the normal grievance procedure is modified so that you can choose whether to raise your grievance with your manager or a Director. The Callver Cleaning Company will ensure that you can bring your complaint in the first instance to someone of your own sex, if you so choose.

All complaints will be investigated promptly and, if appropriate, disciplinary proceedings will be brought against the alleged harasser. You will have the right to be accompanied by a work colleague or accredited trade union representative of your choice at any meeting dealing with your grievance. You will be kept informed of the general progress of the process of investigation and the outcome of any disciplinary proceedings. The Callver Cleaning Company will decide on a balance of probabilities, after considering all available evidence, whether or not harassment or bullying has occurred.

The Callver Cleaning Company will treat complaints of bullying and harassment sensitively and maintain confidentiality to the maximum extent possible. Investigation of allegations will normally require limited disclosure on a "need to know" basis. For example, your identity and the nature of the allegations must be revealed to the person you are complaining about, so they are able to respond to the allegations. Some details may also have to be given to potential witnesses, but the importance of confidentiality will be emphasised to them. If the complaint is upheld, and a person who has been found to have harassed you is kept in The Callver Cleaning Company's employment, managers may need to be given some information where this is necessary for them to manage the risk of further harassment by that person against you or others.

Wherever possible, The Callver Cleaning Company will try to ensure that you and the alleged harasser are not required to work together while the complaint is under investigation. This could involve giving you the option of remaining at home on special leave, if you wish. In a serious case, the alleged harasser may be suspended while investigation and any disciplinary proceedings are underway.

If your complaint is upheld, and the person found to have bullied or harassed you remains in The Callver Cleaning Company's employment, every effort will be made to ensure that, if possible, you do not have to continue to work alongside the harasser, if you do not wish to do so. We will discuss the options with you.

If your complaint is not upheld, The Callver Cleaning Company will support you, the alleged harasser and your manager in making arrangements for you both to continue or resume working and to help repair working relationships. The Callver Cleaning Company will consider making arrangements where possible to avoid you and the alleged harasser having to continue to work alongside each other, if either of you do not wish to do this.

You have a right not to be victimised for making a complaint in good faith, even if the complaint is not upheld. However, making a complaint that you know to be untrue may lead to disciplinary action being taken against you.

Some types of bullying or harassment may constitute unlawful discrimination and may give rise to the possibility of other civil claims or criminal proceedings.

3.3e) What can I do to help stop bullying and harassment?

We all have a responsibility to help create and maintain a work environment free of bullying and harassment. You can help to do this by:

- being aware of how your own behaviour may affect others and changing it, if necessary - you can still cause offence even if you are "only joking";
- treating your colleagues with dignity and respect;
- taking a stand if you think inappropriate jokes or comments are being made;
- making it clear to others when you find their behaviour unacceptable, unless it should be obvious in advance that this would be the case;
- intervening, if possible, to stop harassment or bullying and giving support to recipients;
- making it clear that you find harassment and bullying unacceptable;
- reporting harassment or bullying to your manager or human resources and supporting The Callver Cleaning Company in the investigation of complaints; and
- if a complaint of harassment or bullying is made, not prejudging or victimising the complainant or alleged harasser.

Managers have a particular responsibility to:

- set a good example by their own behaviour;
- ensure that there is a supportive working environment;

- make sure that staff know what standards of behaviour are expected of them;
- intervene to stop bullying or harassment; and
- report promptly to human resources any complaint of bullying or harassment, or any incident of bullying or harassment witnessed by them.

3.3f) What happens if I am accused of bullying or harassment?

If someone approaches you informally about your behaviour, do not dismiss the complaint out of hand because you were only joking or think the complainant is being too sensitive. Remember that different people find different things acceptable and everyone has the right to decide what behaviour is acceptable to him or her and to have his or her feelings respected by others. You may have offended someone without intending to. If that is the case, the person concerned may be content with an explanation and an apology from you and an assurance that you will be careful in future not to behave in a way that you now know may cause offence. Provided that you do not repeat the behaviour that has caused offence, this may well be the end of the matter.

If a formal complaint is made about your behaviour, this will be fully investigated and The Callver Cleaning Company may bring disciplinary proceedings, if appropriate. The Callver Cleaning Company will follow its disciplinary procedure and you will have the rights set out in that procedure. You will have the right to be informed of the allegations against you and to put your side of the story and to be accompanied to meetings by an accredited trade union representative or work colleague of your choice. The procedure will be implemented at the appropriate stage for the seriousness of the allegation. Complaints of bullying and harassment will often be allegations of gross misconduct that, if proved, could lead to dismissal without notice.

The Callver Cleaning Company will treat complaints of bullying and harassment sensitively and maintain confidentiality to the maximum extent possible. Investigation of allegations and future management of risk, if complaints are upheld, will normally require limited disclosure on a "need to know" basis. For example, some details may have to be given to potential witnesses, but the importance of confidentiality will be emphasised to them.

Wherever possible, The Callver Cleaning Company will try to ensure that you and the complainant are not required to work together while the complaint is under investigation. If the allegation is of gross misconduct, you may be suspended on full pay during the investigation and, if a disciplinary hearing is to be called, until disciplinary proceedings have been concluded.

If the complaint against you is upheld, on a balance of probabilities, a disciplinary penalty may be imposed up to and including dismissal, having regard to the seriousness of the offence and all relevant circumstances. If the complaint is upheld, but you are not dismissed, The Callver Cleaning Company could decide to transfer you to another post.

If a complaint is made against you that is not upheld and The Callver Cleaning Company has good grounds for believing that the complaint was not made in good faith, The Callver Cleaning Company will take disciplinary action against the person making the false complaint.

You must not victimise a person who has made a complaint in good faith against you or anyone who has supported him or her in making the complaint or given evidence in relation to such a complaint. Disciplinary action will be taken against you if The Callver Cleaning Company has good reason to think that you may have victimised the complainant or someone else.

If the complaint against you is not upheld, The Callver Cleaning Company will support you, the complainant and your manager(s) in making arrangements for you both to continue or resume working and to help repair working relationships. The Callver Cleaning Company will

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consider making arrangements to avoid you and the complainant having to continue to work alongside each other, if either of you do not wish to do this.

Some types of bullying or harassment may constitute unlawful discrimination and allegations may give rise to the possibility of other civil claims or criminal proceedings against you, which would proceed independently of The Callver Cleaning Company's disciplinary proceedings. You could be personally liable to pay compensation to the complainant if a successful claim in the employment tribunal or other courts was brought against you. Criminal proceedings could lead to conviction and criminal penalties.

3.4 FAMILY LEAVE

At times during the working lives of employees, domestic and family commitments and responsibilities may potentially reduce or hinder their ability to fulfil their work responsibilities. Where such conflicts cannot be resolved, this could result in The Callver Cleaning Company losing employees. To prevent such loss of skilled, experienced workers, and to help reduce anxiety and stress among our workforce, The Callver Cleaning Company wishes to offer practical help through its family leave arrangements.

3.4a) Compassionate Leave

You will be entitled to up to five days' paid compassionate leave where a member of your immediate family dies, is seriously ill or in severe distress. For the purpose of this provision, "immediate family" means spouse, civil partner or partner, parent, brother, sister or child.

One day's paid compassionate leave will be granted to attend the funeral of an immediate relative, or any other with prior agreement from the Owner.

3.4b) Carer's Leave

While there is no statutory entitlement to time off work to care for someone who is not a dependant, The Callver Cleaning Company recognises that employees may need to take time off work to care for a close friend or relative and will grant up to five days' unpaid leave in such circumstances. Reasons why employees may require carer's leave include:

- caring for a close friend or relative who is sick
- taking a child to a non-emergency appointment, e.g. to attend a doctor or dentist appointment.

In order to take carer's leave, you must write to your Manager stating the reasons why leave is required.

Carer's leave is available only to employees with over 12 months' continuous service.

Carer's leave is only for genuine situations where employees are required to provide care. You should not view carer's leave as additional holiday and The Callver Cleaning Company reserves the right to refuse an application for carer's leave.

Carers who wish to work flexibly in order to care for a dependant adult are eligible to apply for flexible working. Further information as to eligibility is found in The Callver Cleaning Company's Flexible Working policy.

3.4c) Religious Holidays

You will normally be allowed to use your annual leave entitlement to observe special religious holidays or to make up the time taken. Time off required for the observance of religious practices should be discussed and agreed with your Manager on an individual basis.

3.4d) Medical Appointments

Appointments with doctors, dentists and other medical practitioners should, as far as reasonably practicable, be made outside of your normal working hours or with the minimum disruption to the working day, i.e. at the beginning or end of the working day. Any time taken during the working day should be made up at another time by taking a shorter lunch period or at the start or end of the day. Time off work to attend medical appointments must be authorised by your Manager in advance.

3.4e) Time Off for Dependants

You have a statutory right to take unpaid time off to provide assistance or take appropriate action to deal with an emergency concerning a dependant.

A dependant is a spouse, partner, parent, child or any other person who lives in the same household as the employee but is not a lodger, employee or boarder, or may be any other person who relies on you for care, e.g. an elderly neighbour.

Examples of when you may take time off in an emergency include a dependant being taken suddenly ill, a dependant dying or existing arrangements for the care of a dependant being unexpectedly disrupted.

You should note that in order to take time off work to care for a dependant, the situation must have been unforeseen. A reasonable amount of time off work can be taken under this category of leave, of an amount sufficient for you to deal with the emergency (e.g. to arrange for care for the dependant — normally not more than one or two days). Time off for dependants cannot be used to provide long-term care.

If you need to take time off for dependants, you should inform your manager as soon as is reasonably practicable of the reason for your absence and how long you expect to be away from work.

3.5 MATERNITY

3.5a) Introduction

This policy sets out the statutory rights and responsibilities of employees who are pregnant or have recently given birth and gives details of the arrangements for antenatal care, pregnancy-related illness, and maternity leave and pay.

The Callver Cleaning Company recognizes that, from time to time, employees may have questions or concerns relating to their maternity rights. It is The Callver Cleaning Company's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible.

The following definitions are used in this policy:

- "Expected week of childbirth" means the week, starting on a Sunday, during which the employee's doctor or midwife expects her to give birth.
- "Qualifying week" means the 15th week before the expected week of childbirth.

3.5b) Notification of pregnancy

On becoming pregnant, an employee should notify her line manager as soon as possible. This is important as there are health and safety considerations for The Callver Cleaning Company.

By the end of the qualifying week, or as soon as reasonably practicable afterwards, the employee is required to inform The Callver Cleaning Company in writing of:

- the fact that she is pregnant;

- her expected week of childbirth; and
- the date on which she intends to start her maternity leave.

The employee must also provide a MAT B1 form, which is a certificate from a doctor or midwife confirming the expected week of childbirth. The form must have either the doctor's name and address or the midwife's name and registration number on it.

The employee is permitted to bring forward her maternity leave start date, provided that she advises The Callver Cleaning Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone her maternity leave start date, provided that she advises The Callver Cleaning Company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The Callver Cleaning Company will formally respond in writing to the employee's notification of her leave plans within 28 days, confirming the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave.

3.5c) Time off for antenatal care

Once an employee has advised The Callver Cleaning Company that she is pregnant, she will be entitled not to be unreasonably refused paid time off work to attend antenatal appointments as advised by her doctor, registered midwife or registered health visitor.

In order to be entitled to take time off for antenatal care, the employee is required to produce a certificate from her doctor, registered midwife or registered health visitor, stating that she is pregnant. Except in the case of the first appointment, the employee should also produce evidence of the appointment, such as a medical certificate or appointment card, if requested to do so.

Antenatal care may include relaxation and parent craft classes that the employee's doctor, midwife or health visitor has advised her to attend, in addition to medical examinations.

The employee should endeavor to give her line manager as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

3.5d) Health and safety

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

If it is not possible for The Callver Cleaning Company to alter the employee's working conditions to remove the risks to her health and there is no suitable alternative work available to offer her on a temporary basis, The Callver Cleaning Company may suspend her from work on maternity grounds until such time as there are no longer any risks to her health. This may be for the remainder of her pregnancy until the commencement of her maternity leave. If an employee is suspended in these circumstances, her employment will continue

during the period of the suspension and it does not in any way affect her statutory or contractual employment and maternity rights. The employee will be entitled to her normal salary and contractual benefits during the period of her suspension, unless she has unreasonably refused an offer of suitable alternative employment.

3.5e) Sickness absence

If an employee is absent from work during pregnancy owing to sickness, she will receive normal statutory or contractual sick pay in the same manner as she would during any other sickness absence provided that she has not yet begun ordinary maternity leave. If, however, the employee is absent from work due to a pregnancy-related illness after the beginning of the fourth week before her expected week of childbirth, her maternity leave will start automatically.

If the employee is absent from work wholly or partly because of pregnancy during the four weeks before the expected week of childbirth, she must notify The Callver Cleaning Company in writing of this as soon as reasonably practicable.

3.5f) Maternity Leave

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

Ordinary maternity leave can start at any time after the beginning of the 11th week before the employee's expected week of childbirth (unless her child is born prematurely before that date in which case it will start earlier). Maternity leave will start on whichever date is the earlier of:

- the employee's chosen start date;
- the day after the employee gives birth; or
- the day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the expected week of childbirth.

If the employee gives birth before her maternity leave was due to start, she must notify The Callver Cleaning Company in writing of the date of the birth as soon as reasonably practicable.

The law obliges all employees to take a minimum of two weeks of maternity leave immediately after the birth of the child (four weeks in the case of factory workers).

3.5g) Ordinary maternity leave

During the period of ordinary maternity leave, the employee's contract of employment continues in force and she is entitled to receive all her contractual benefits, except for salary. In particular, any benefits in kind will continue; contractual annual leave entitlement will continue to accrue; and pension contributions will continue to be made. Employee contributions will be based on actual pay, while employer contributions will be based on the salary that the employee would have received had she not gone on maternity leave. Salary will be replaced by SMP if the employee is eligible to receive it.

Employees are encouraged to take any outstanding annual leave due to them before the commencement of ordinary maternity leave. Employees are reminded that holiday must be taken in the year that it is earned and therefore if the holiday year is due to end during maternity leave, the employee should take the full year's entitlement before starting her maternity leave.

3.5h) Additional maternity leave

During the period of additional maternity leave, the employee's contract of employment continues in force and she is entitled to receive all her contractual benefits, except for salary. Any benefits in kind will continue and contractual annual leave entitlement will continue to accrue.

Salary will be replaced by statutory maternity pay (SMP) for the first 13 weeks of additional maternity leave if the employee is eligible to receive it. The remaining 13 weeks of additional maternity leave are unpaid.

Pension contributions will continue to be made during the period when the employee is receiving SMP but not during any period of unpaid additional maternity leave.

3.5i) Statutory maternity pay

Statutory maternity pay is payable for up to 39 weeks during maternity leave. An employee is entitled to SMP if:

- she has been continuously employed by The Callver Cleaning Company for at least 26 weeks at the end of the qualifying week and she is still employed during that week;
- her average weekly earnings in the period between the last normal pay day before the Saturday at the end of the qualifying week and the last normal pay day at least eight weeks before that date are not less than the lower earnings limit for national insurance contributions;
- she is still pregnant 11 weeks before the start of the expected week of childbirth (or has already given birth);
- she provides a MAT B1 form stating her expected week of childbirth; and
- she gives The Callver Cleaning Company proper notification of her pregnancy in accordance with the rules set out above.

For the first six weeks, SMP is paid at the higher rate, which is equivalent to 90% of the employee's average weekly earnings calculated over the period between the last normal pay day before the Saturday at the end of the qualifying week and the last normal pay day at least eight weeks before that date. For the purpose of calculating average weekly earnings, shift allowances, overtime payments, bonuses and commission are all included.

The standard rate of SMP is paid for the remaining 33 weeks (or less if the employee returns to work sooner). This is paid at a rate set by the Government for the relevant tax year, or 90% of the employee's average weekly earnings calculated over the period between the last normal pay day before the Saturday at the end of the qualifying week and the last normal pay day at least eight weeks before that date if this is lower than the Government's set weekly rate.

If the employee becomes eligible for a pay rise between the start of the original calculation period and the end of her maternity leave (whether ordinary maternity leave or additional maternity leave), the higher or standard rate of SMP will be recalculated to take account of the employee's pay rise, regardless of whether SMP has already been paid. This means that the employee's SMP will be recalculated and increased retrospectively, or that she may qualify for SMP if she did not previously. The employee will be paid a lump sum to make up any difference between SMP already paid and the amount payable as a result of the pay rise.

Statutory maternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Payment of SMP cannot start prior to the 11th week before the employee's expected week of childbirth. Statutory maternity pay can start from any day of the week in accordance with the date the employee starts her maternity leave.

Statutory maternity pay is payable whether or not the employee intends to return to work after her maternity leave.

Employees who are not entitled to SMP may be entitled to receive maternity allowance payable by the Government.

3.5j) Contact during maternity leave

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

3.5k) Keeping-in-touch days

Except during the first two weeks after childbirth (four weeks in the case of factory workers), an employee can agree to work for The Callver Cleaning Company (or to attend training) for up to 10 days during either ordinary maternity leave or additional maternity leave without that work bringing the period of her maternity leave to an end and without loss of a week's SMP. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

The Callver Cleaning Company has no right to require the employee to carry out any work, and the employee has no right to undertake any work, during her maternity leave. Any work undertaken, including the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between The Callver Cleaning Company and the employee. Any keeping-in-touch days worked do not extend the period of maternity leave. Once the keeping-in-touch days have been used up, the employee will lose a week's SMP for any week in which she agrees to work for The Callver Cleaning Company. It may also bring maternity leave to an end.

3.5l) Returning to work

The employee will have been formally advised in writing by The Callver Cleaning Company of the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave. The employee is expected to return on this date, unless she notifies The Callver Cleaning Company otherwise. If she is unable to attend work at the end of her maternity leave due to sickness or injury, The Callver Cleaning Company's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

While the employee is under no obligation to do so, it would assist The Callver Cleaning Company if she confirms as soon as convenient during her maternity leave that she will be returning to work as expected.

If the employee wishes to return to work earlier than the expected return date, she must give The Callver Cleaning Company at least eight weeks' notice of her date of early return, preferably in writing. If she fails to do so, The Callver Cleaning Company may postpone her return to such a date as will give The Callver Cleaning Company eight weeks' notice, provided that this is not later than the expected return date.

If the employee decides not to return to work after maternity leave, she must give notice of resignation as soon as possible and in accordance with the terms of her contract of employment. If the notice period would expire after maternity leave has ended, The Callver Cleaning Company may require the employee to return to work for the remainder of the notice period.

3.5m) Transfer of maternity leave

If an employee proposes to return to work early without using her full 52-week entitlement to maternity leave by giving proper notification of an early return in accordance with the rules set above, she may be eligible to transfer up to 26 weeks of her outstanding maternity leave (and outstanding SMP) to her spouse, civil partner or partner, or the father of her child, to be taken as additional paternity leave (and additional statutory paternity pay) on her return to work.

The earliest that additional paternity leave may commence is 20 weeks after the date on which the employee's child is born and it must end no later than 12 months after the date of birth. The minimum period of additional paternity leave is two consecutive weeks and the maximum period is 26 weeks. The employee must therefore have at least two weeks of her maternity leave that remains unexpired.

Further details should be obtained from the employee's spouse's or partner's employer. If the employee does wish to transfer part of her maternity leave entitlement in this way, she will be required to submit a written and signed declaration form to that employer, which may also make additional enquiries of The Callver Cleaning Company to verify its employee's entitlement to additional paternity leave and pay.

3.5n) Rights on and after return to work

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

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

An employee who worked full-time prior to her maternity leave has no automatic right to return to work on a part-time basis or to make other changes to her working patterns. However, all requests for part-time work or other flexible working arrangements will be considered in line with the operational requirements of The Callver Cleaning Company's business. If an employee would like this option to be considered, she should write to her line manager setting out her proposals as soon as possible in advance of her return date, so that there is adequate time for full consideration of the request. The procedure for dealing with such requests is set out in The Callver Cleaning Company policy on flexible working.

3.5o) Adoptions from overseas

If an employee has adopted a child from overseas, he/she may still be entitled to additional adoption leave provided again that the primary adopter has returned to work before using his/her full entitlement to adoption leave. Special rules apply in these circumstances. For further information, please ask the Owner.

3.6 PATERNITY

3.6a) Introduction

This policy sets out the statutory rights and responsibilities of employees who wish to take paternity leave.

The Callver Cleaning Company recognises that, from time to time, employees may have questions or concerns relating to their paternity rights. It is The Callver Cleaning Company's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible.

3.6b) Ordinary paternity leave

An employee whose wife, civil partner or partner gives birth to a child, or who is the biological father of the child, is entitled to two weeks' ordinary paid paternity leave provided that he/she has 26 weeks' continuous service by the end of the 15th week before the week in which the child is expected.

Ordinary paternity leave is also available to adoptive parents where a child is matched or newly placed with them for adoption. Either the adoptive father or the adoptive mother may take ordinary paternity leave where the other adoptive parent has elected to take adoption leave. A separate policy is available in respect of adoption leave. In respect of an adopted child, the employee must have 26 weeks' continuous service by the week in which the child's adopter is notified of having been matched with the child for adoption.

To qualify for ordinary paternity leave, the employee must also have, or expect to have, responsibility for the upbringing of the child and be making the request to help care for the child or to support the child's mother.

Ordinary paternity leave is granted in addition to an employee's normal annual holiday entitlement. Ordinary paternity leave must be taken in a single block of one or two weeks within eight weeks of the birth or adoption of the child. If the child is born early, it must be taken from the time of the birth but within eight weeks of the expected date of childbirth. Ordinary paternity leave can start either from the date the child is born or placed for adoption or from a chosen number of days or weeks after that date.

3.6c) Notification of ordinary paternity leave

Where an employee wishes to request ordinary paternity leave in respect of a birth child, he/she must give The Callver Cleaning Company 15 weeks' written notice of the date on which his/her partner's baby is due, the length of ordinary paternity leave he/she wishes to take and the date on which he/she wishes the leave to commence.

In the case of an adopted child, the employee must give written notice of his/her intention to take ordinary paternity leave no later than seven days after the date on which notification of the match with the child was given by the adoption agency. The notice must specify the date the child is expected to be placed for adoption, the date the employee intends to start ordinary paternity leave, the length of the intended ordinary paternity leave period and the date on which the adopter was notified of having been matched with the child.

If an employee subsequently wishes to change the timing of the ordinary paternity leave, he/she must give 28 days' written notice of the new dates. The employee must also, if so requested, complete and sign a self-certificate declaring that he/she is entitled to ordinary paternity leave and ordinary statutory paternity pay.

3.6d) Ordinary statutory paternity pay

Pay during ordinary paternity leave will be at the standard weekly rate or at a rate equivalent to 90% of the employee's average weekly earnings if this figure is less than the statutory standard weekly rate. However, employees whose average weekly earnings are below the lower earnings limit for national insurance contributions will not be eligible for ordinary statutory paternity pay.

Statutory paternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Statutory paternity pay can start from any day of the week in accordance with the date the employee starts his/her paternity leave.

3.6e) Additional paternity leave

Eligible employees may take up to 26 weeks' additional paternity leave within the first year of their child's life provided that the mother has returned to work before using her full entitlement to maternity leave.

Additional paternity leave is also available to adoptive parents within the first year after the child's placement for adoption, provided that the child's adopter who elected to take adoption leave (the "primary adopter") has returned to work before using his/her full entitlement to adoption leave.

The earliest that additional paternity leave can commence is 20 weeks after the date on which the child is born, or 20 weeks after the date of placement of the child for adoption, and it must end no later than 12 months after that date. Additional paternity leave must be taken as a single block in multiples of complete weeks. The minimum period is two consecutive weeks and the maximum period is 26 weeks.

Additional paternity leave will generally commence on the employee's chosen start date specified in his/her leave notice, or in any subsequent variation notice.

During the period of additional paternity leave, the employee's contract of employment continues in force and he/she is entitled to receive all his/her contractual benefits, except for salary. In particular, any benefits in kind will continue and contractual annual leave entitlement will continue to accrue.

Salary may be replaced by statutory paternity pay for some of the additional paternity leave period if the employee is eligible to receive it. The remaining period of additional paternity leave is unpaid.

Pension contributions will continue to be made during any period when the employee is receiving statutory paternity pay but not during any period of unpaid additional paternity leave. Employee contributions will be based on actual pay, while employer contributions will be based on the salary that the employee would have received had he/she not gone on additional paternity leave.

Employees are encouraged to take any outstanding annual leave due to them before the commencement of additional paternity leave. Employees are reminded that holiday must be taken in the year that it is earned and therefore if the holiday year is due to end during additional paternity leave, the employee should take his/her outstanding entitlement before starting his/her additional paternity leave.

3.6f) Eligibility for additional paternity leave

In order to be eligible for additional paternity leave, an employee must satisfy each of the following criteria:

- He/she must be the father of the child or married to, the civil partner of, or the partner of, the child's mother, married to, the civil partner of, or the partner of, the primary adopter, and, in the case of a birth child, expect to have the main responsibility for the upbringing of the child (apart from the mother's responsibility). In the case of adoption, he/she must have been matched with the child for adoption. In both cases, he/she must be taking the leave to care for the child.

- He/she must have a minimum of 26 weeks' service, as at the end of the 15th week before the week in which the child is due to be born or, in respect of an adopted child, as at the end of the 15th week before the week in which he/she was notified of having been matched with the child.
- He/she must remain in continuous employment until the week before the first week of additional paternity leave.
- The mother of the child must be entitled to one or more of maternity leave, statutory maternity pay or maternity allowance. In the case of adoption, the primary adopter must be entitled to one or both of adoption leave or statutory adoption pay. The mother or primary adopter must have returned to work and forfeited a portion of his/her maternity or adoption leave.

3.6g) Notification of additional paternity leave

Where an employee wishes to request additional paternity leave and pay, he/she must give The Callver Cleaning Company eight weeks' written notice of the date on which he/she wishes to take the leave and, if applicable, additional statutory paternity pay to commence. The request form must be in writing and specify, in the case of a birth child, the date on which the child was expected to be born and the actual date of birth or, in the case of an adopted child, the date on which the employee was notified of having been matched with the child and the date of placement for adoption. In both cases, the notice must also specify the employee's name and intended start date and end date of additional paternity leave and statutory paternity pay.

The employee must also submit a written and signed self-certification form not less than eight weeks before the proposed start date of additional paternity leave and pay stating that the purpose of the additional paternity leave/statutory paternity pay period is to care for the child and that he/she satisfies the relationship eligibility conditions for additional paternity leave and pay.

At the same time, the mother or primary adopter must submit a written and signed declaration form stating:

- his/her name, address and national insurance number;
- the date that he/she intends to return to work;
- that he/she has given notice to his/her employer of returning to work;
- that he/she is entitled to statutory maternity pay, maternity allowance or statutory adoption pay;
- the start date of his/her maternity or adoption pay period;
- confirmation that the employee satisfies the relationship eligibility conditions;
- that he/she consents to The Callver Cleaning Company processing the information contained in the declaration form; and
- that the employee is to his/her knowledge the sole applicant for additional statutory paternity pay and, in the case of a birth child, also that the employee is to his/her knowledge the only person exercising the entitlement to additional paternity leave in respect of the child.

On request by The Callver Cleaning Company, the employee must produce the name and business address of the mother's or primary adopter's employer and a copy of the child's birth certificate or, in the case of an adopted child, evidence of the name and address of the adoption agency, the date on which he/she was notified of having been matched with the child and the date on which the agency expects to place the child for adoption. The employee must supply this information within 28 days of it being requested.

The employee is permitted to bring forward his/her additional paternity leave start date, provided that he/she advises The Callver Cleaning Company in writing at least six weeks before the new start date or, if that is not possible, as soon as reasonably practicable. The

employee may also postpone his/her additional paternity leave start date, or cancel his/her additional paternity leave altogether, provided that he/she advises The Callver Cleaning Company in writing at least six weeks before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The Callver Cleaning Company will formally respond in writing to the employee's notification of his/her additional paternity leave plans within 28 days, confirming the relevant start and end dates of additional paternity leave and pay.

3.6h) Additional statutory paternity pay

Additional statutory paternity pay may be payable during some of additional paternity leave. An employee is entitled to additional statutory paternity pay if:

- he/she is the father of the child or married to, the civil partner of, or the partner of, the child's mother, married to, the civil partner of, or the partner of, the child's primary adopter, and, in the case of a birth child, expects to have the main responsibility for the upbringing of the child (apart from the mother's responsibility) or, in the case of adoption, has been matched with the child for adoption, and in either case intends to care for the child during the additional statutory paternity pay period;
- he/she has a minimum of 26 weeks' service, as at the end of the 15th week before the week in which the child is due to be born or, in respect of an adopted child, as at the end of the 15th week before the week in which he/she was notified of having been matched with the child (the "relevant week");
- he/she remains in continuous employment until the week before the additional statutory paternity pay period begins;
- his/her average weekly earnings for the period of eight weeks ending with the relevant week are not less than the lower earnings limit for national insurance contributions;
- the mother is entitled to statutory maternity pay or maternity allowance or, in the case of adoption, the primary adopter is entitled to statutory adoption pay, and the mother or primary adopter has returned to work before his/her full entitlement to statutory maternity pay/maternity allowance/statutory adoption pay has been exhausted;
- the mother or primary adopter has at least two weeks of his/her maternity or adoption pay period that remains unexpired; and
- he/she gives proper notification in accordance with the rules set out above.

Any statutory paternity pay due during additional paternity leave will be paid at the statutory weekly rate, or at a rate equivalent to 90% of the employee's average weekly earnings if this figure is less than the statutory weekly rate.

Statutory paternity pay is payable whether or not the employee intends to return to work after his/her additional paternity leave.

3.6i) Contact during additional paternity leave

Shortly before an employee's additional paternity leave starts, The Callver Cleaning Company will discuss the arrangements for him/her to keep in touch during his/her leave, should he/she wish to do so. The Callver Cleaning Company reserves the right in any event to maintain reasonable contact with the employee from time to time during his/her additional paternity leave. This may be to discuss the employee's plans for return to work, to discuss any special arrangements to be made or training to be given to ease his/her return to work or simply to update him/her on developments at work during his/her absence.

3.6j) Keeping-in-touch days during additional paternity leave

An employee can agree to work for The Callver Cleaning Company (or to attend training) for up to 10 days during additional paternity leave without that work bringing the period of

his/her additional paternity leave to an end and without loss of a week's statutory paternity pay. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

The Callver Cleaning Company has no right to require the employee to carry out any work, and the employee has no right to undertake any work, during his/her additional paternity leave. Any work undertaken, including the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between The Callver Cleaning Company and the employee. Any keeping-in-touch days worked do not extend the period of additional paternity leave. Once the keeping-in-touch days have been used up, the employee will lose a week's statutory paternity pay for any week in which he/she agrees to work for The Callver Cleaning Company. It may also bring the additional paternity leave period to an end.

3.6k) Returning to work after additional paternity leave

The employee will have been formally advised in writing by The Callver Cleaning Company of the end date of his/her additional paternity leave. The employee is expected to return on the next working day after this date, unless he/she notifies The Callver Cleaning Company otherwise. If he/she is unable to attend work at the end of additional paternity leave due to sickness or injury, The Callver Cleaning Company's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

If the employee wishes to return to work earlier than the expected return date, he/she must give The Callver Cleaning Company at least six weeks' notice of his/her date of early return, preferably in writing. If he/she fails to do so, The Callver Cleaning Company may postpone his/her return to such a date as will give The Callver Cleaning Company six weeks' notice, provided that this is not later than the expected return date.

If the employee decides not to return to work after additional paternity leave, he/she must give notice of resignation as soon as possible and in accordance with the terms of his/her contract of employment. If the notice period would expire after additional paternity leave has ended, The Callver Cleaning Company may require the employee to return to work for the remainder of the notice period.

3.6l) Rights on and after return to work

On resuming work after both ordinary and additional paternity leave (in the latter case where it was an isolated period of leave or taken with certain other types of statutory leave), the employee is entitled to return to the same job as he/she occupied before commencing paternity leave on the same terms and conditions of employment as if he/she had not been absent.

3.6m) Adoptions from overseas

If an employee has adopted a child from overseas, he/she may still be entitled to additional adoption leave provided again that the primary adopter has returned to work before using his/her full entitlement to adoption leave. Special rules apply in these circumstances. For further information, please ask the Group MD.

3.7 ADOPTION LEAVE

3.7a) Introduction to adoption rights and benefits

This policy sets out the rights of employees to statutory adoption leave and pay.

An employee who adopts a child through an approved adoption agency is entitled to up to 52 weeks' adoption leave provided that he/she has at least 26 weeks' continuous service calculated as at the week in which notification of matching is given by the adoption agency.

The employee's entitlement is to take up to 26 weeks' ordinary adoption leave followed immediately by up to 26 weeks' additional adoption leave. The employee's maximum entitlement is thus to take up to 52 weeks' adoption leave.

All employees who take adoption leave have the right to return to work at any time during either ordinary adoption leave or additional adoption leave subject to their following the correct notification procedures as set out below.

3.7b) Who qualifies for statutory adoption pay and how much will the employee receive?

Employees who qualify for adoption leave will also qualify for statutory adoption pay provided that their average weekly earnings are not less than the lower earnings limit for national insurance contributions. Statutory adoption pay is payable for up to 39 weeks at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

Statutory adoption pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

3.7c) Timing of adoption leave

Adoption leave can start on the day the child is placed for adoption, or up to 14 days earlier.

In order to make administration as easy as possible, the employee should discuss the timing of his/her adoption leave with his/her immediate manager as early as possible.

3.7d) Notice requirements

In order to be entitled to take adoption leave and receive statutory adoption pay, the employee is required to give the Employer written notification of his/her intention to take adoption leave no later than seven days after the date on which notification of the match with the child was provided by the adoption agency. Notice, which must be in writing if the Employer requests it, must specify the date the child is expected to be placed with the employee for adoption and the date the employee intends his/her adoption leave to start.

The employee is permitted to bring forward his/her adoption leave start date, provided that he/she advises The Callver Cleaning Company in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone his/her adoption leave start date, provided that he/she advises The Callver Cleaning Company in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable. The employee must also, if the Employer requests it, provide evidence of entitlement to adoption leave and pay by producing a "matching certificate" from the adoption agency.

Any failure to give proper notice of an intention to start adoption leave will be regarded as a disciplinary offence, leading potentially to disciplinary sanctions for misconduct if appropriate.

Within 28 days of receiving the employee's notice of intention to take adoption leave, the Employer will write to the employee confirming the latest date on which the employee must return to work after adoption leave.

3.7e) Rights during adoption leave

During ordinary adoption leave and additional adoption leave, all terms and conditions of the employee's contract except normal pay will continue. Salary will be replaced by statutory adoption pay if the employee is eligible for it.

This means that, while sums payable by way of wages or salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue, and pension contributions will continue to be paid.

Employees are encouraged to take any outstanding holiday due to them before the commencement of adoption leave. Employees are reminded that holiday must be taken in the year that it is earned.

3.7f) Contact during adoption leave

The Callver Cleaning Company reserves the right to maintain reasonable contact with employees during adoption leave. This may be to discuss employees' plans for return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

3.7g) Keeping-in-touch days

Employees can agree to work for The Callver Cleaning Company (or to attend training) for up to 10 days during their adoption leave without that work bringing their adoption leave to an end and without loss of a week's statutory adoption pay. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

The Callver Cleaning Company has no right to require employees to carry out any work and employees have no right to undertake any work during their adoption leave. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between employees and The Callver Cleaning Company.

3.7h) Returning to work after adoption leave

The employee may return to work at any time during ordinary adoption leave or additional adoption leave, provided that he/she gives the appropriate notification. Alternatively, the employee may take his/her full period of adoption leave entitlement and return to work at the end of this period. If the employee wishes to return before the full period of adoption leave has elapsed, he/she must give at least eight weeks' notice in writing to The Callver Cleaning Company of the date on which he/she intends to return.

The employee has the right to resume working in the same job if returning to work from ordinary adoption leave. If the employee returns to work after a period of additional adoption leave, he/she is entitled to return either to the same job, or if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.

Failure to return to work by the end of adoption leave will be treated as an unauthorised absence unless the employee is sick and produces a current medical certificate before the end of the adoption leave period.

If the employee decides during adoption leave that he/she does not wish to return to work, he/she should give written notice of resignation to The Callver Cleaning Company as soon as possible and in accordance with the terms of his/her contract of employment.

3.7i) Transfer of adoption leave

If an employee proposes to return to work early without using the full 52-week entitlement to adoption leave by giving proper notification of an early return in accordance with the rules set above, he/she may be eligible to transfer up to 26 weeks of the outstanding adoption leave (and outstanding statutory adoption pay) to his/her spouse, civil partner or partner, to be taken as additional paternity leave (and additional statutory paternity pay) once he/she has returned to work.

The earliest that additional paternity leave may commence is 20 weeks after the adopted child's placement and it must end no later than 12 months after the date of placement. The

minimum period of additional paternity leave is two consecutive weeks and the maximum period is 26 weeks. The employee must therefore have at least two weeks' adoption leave that remains unexpired.

Further details should be obtained from the employee's spouse's or partner's employer. If the employee does wish to transfer part of the adoption leave entitlement in this way, he/she will be required to submit a written and signed declaration form to that employer, which may also make additional enquiries of The Callver Cleaning Company to verify its employee's entitlement to additional paternity leave and pay.

3.8 SICKNESS ABSENCE

In managing sickness absence, The Callver Cleaning Company will be sympathetic in cases of genuine illness but like all employers, has limited resources. The policy is designed therefore to cope with the majority of situations, but The Callver Cleaning Company cannot undertake to support indefinitely those who need prolonged periods of time off. This policy does not confer a contractual right on the employee and any benefits under it are entirely at management discretion.

"Sickness" is defined as incapacity to carry out the duties and responsibilities which the employee is contractually obliged to do because of his or her own illness or accident.

This policy therefore applies to absence caused by personal illness or accident, not to the need to take time off work because of the illness or accident of others, e.g. children or partners.

Should you be unable to attend work due to illness or injury you must comply with the following sickness absence reporting procedure.

- On the first morning of sickness, you must telephone your manager to give details of your absence at the earliest possible opportunity. It is not acceptable, unless in extreme circumstances, for someone else to call on your behalf, neither is it acceptable for you to send a text message or email.
- You should give details of the nature of your illness and, if it is of a minor nature, indicate when you think you will be fit to return to work. You must inform The Callver Cleaning Company as soon as possible of any change in the date of your anticipated return to work.
- If you have been diagnosed as having contracted an infectious or contagious disease such as measles or chicken pox, or a pandemic virus, you must inform your Manager as soon as possible after your diagnosis.
- For an absence of seven consecutive days or less, you are required to telephone your manager on a daily basis in accordance with the reporting procedure set out above.
- If you return to work after no more than seven days' absence (including weekends), you must complete a self-certificate immediately upon you return to work. Forms are available from your manager and must be submitted back to the same for processing and archiving in your employment folder.
- You are reminded that it is a serious disciplinary offence to provide false information on a self-certification form.
- If your absence lasts for longer than seven days, you are required as an absolute minimum to contact your manager on a weekly basis in order to provide an update on your illness or injury. A Doctor's "fit note" must also be obtained and forwarded to your manager as quickly as possible.

You must ensure that you have certificates (either The Callver Cleaning Company's self-certification of sickness absence form or a "fit note" from a GP or consultant) to cover the entire period of your sickness absence.

The Callver Cleaning Company reserves the right to request a doctor's fit note for any period of sickness absence even though this may be less than eight calendar days. If you incur costs in relation to obtaining a doctor's certificate, The Callver Cleaning Company will reimburse those costs upon production of a receipt.

Your doctor will be able to advise one of two options on the fit note:

- **Not fit for work** – this means that the doctor's assessment of you is that you have a health condition that prevents you from working for the stated period of time. This is just like the old "sick note" where the doctor advises you to "refrain from work".
- **May be fit for work taking account of the following advice** – this means the doctor's assessment of you is that your condition does not necessarily stop you from returning to work. For example, you could return to work, but you may not be able to complete all of your normal duties or you could benefit from amended working hours.

If your doctor states that you may be fit for work taking into account certain advice, you must contact your manager immediately to discuss and agree what temporary changes may be made to enable you to get back to work as quickly as possible. A workplace risk assessment will be carried out and reviewed where appropriate and will be discussed with you. When agreeing a return to work, The Callver Cleaning Company will specify the length of time any amended duties or support is for. In most cases this will be about temporary measures. If you cannot return to your normal duties, The Callver Cleaning Company will discuss further or alternative measures with you and, if needed, have a discussion on the long-term effects of your health condition on your job.

The Callver Cleaning Company may consult an occupational health specialist for advice at any time and you will be expected to co-operate with this and to undergo any medical examinations deemed necessary by The Callver Cleaning Company.

If it is not possible for The Callver Cleaning Company to provide you with the support needed to enable you to return to work, the reasons why will be explained to you and the fit note statement will be used as if the doctor had advised that you were "not fit for work".

For all periods of sickness absence, your line manager will require you to attend a "back to work" interview on your return to work to discuss the reasons for your absence and establish whether it was work-related. At the interview, you will be advised that your absence record is monitored and recorded in order for The Callver Cleaning Company to manage performance, identify any problem areas and offer support where appropriate. You will be asked to explain the reasons for your absence and whether you consulted a doctor or attended hospital and you will be requested to complete a self-certification form for the period of your absence. In the case of frequent or repeated absences, your line manager will discuss whether there are any underlying reasons for the regular absences (and, in particular, whether they are in any way work-related) and explore with you whether there is any apparent pattern of absence. You may also be set reasonable targets and time limits for improvement in your attendance and warned that a failure to improve may result in disciplinary action.

For long-term sickness absence, your line manager may request to visit you at home.

For long-term sickness absence or frequent periods of sickness absence, The Callver Cleaning Company may request a medical report from your GP or consultant or request that you visit a doctor or occupational health specialist selected by The Callver Cleaning Company to undergo a medical examination. The cost of any such examination and subsequent report will be met by The Callver Cleaning Company and you are required to co-operate in the obtaining and disclosure of all results and reports to The Callver Cleaning Company. The Callver Cleaning Company will only request you to undergo a medical examination where reasonable to do so.

An employee who fails to comply with notification or certification procedures or who otherwise abuses The Callver Cleaning Company's rules on sickness absence will be dealt with under the disciplinary procedure. The Callver Cleaning Company reserves the right to withhold sick pay in circumstances where the certification procedure described above has not been followed or where there is sufficient reason to doubt the validity of your sickness absence claim.

If you have been suffering from an infectious or contagious disease such as measles or chicken pox, or a pandemic virus, you must not report for work until you are medically fit to do so. This is a precautionary measure to prevent the spread of the disease or virus in the workplace.

Persistent short-term sickness absence is, in the absence of any underlying medical condition or other reasonable excuse a disciplinary matter and will be dealt with in accordance with The Callver Cleaning Company's disciplinary procedure. If it is subsequently found that your absence was not genuine, this will be treated as a disciplinary matter.

3.8a) Payment During Sickness

All employees have a right to statutory sick pay (SSP) as long as they earn more than the lower earnings level. SSP is not, however, payable for the first three qualifying days of absence. (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.)

The Callver Cleaning Company reserves the right to refuse to pay SSP if it has reasonable cause to think that you are not genuinely sick, or if it has cause to believe that you are abusing the sick pay scheme.

3.9 ANNUAL LEAVE

The Callver Cleaning Company gives paid holidays every year to give you an extended period of leisure time during which you can have a break from work, relax and, therefore, return to your job refreshed.

3.9a) Entitlement

Full-time employees are entitled to a total of 20 working days' holiday in addition to the statutory public holidays.

Part-time employees will be entitled to a pro-rata entitlement for both annual holidays and statutory public holidays and full details of their entitlement will be given to them on an individual basis.

3.9b) Obtaining Approval

All annual holiday must receive your manager's approval before being taken. If you wish to take part of your annual holiday entitlement you should follow the procedure set out below:

- a) All requests for annual holiday should be made to your manager at the earliest reasonable opportunity.
- b) You must give at least one week's notice of proposed holiday dates, not exceeding two days and four weeks' notice for any longer period.
- c) Your application will be considered having regard to the needs of The Callver Cleaning Company and the rules on annual holiday set out below.
- d) You should not commit yourself to any holiday plans, particularly where a deposit has to be paid, until full approval has been received.

- e) The Callver Cleaning Company will maintain a complete record of holiday entitlement and days taken.
- f) In the event of a dispute about a decision regarding holiday entitlement, The Callver Cleaning Company's formal grievance procedure should be used.

3.9c) Carrying Holiday Over

The Callver Cleaning Company's holiday year runs from January to December. All holiday entitlement should be used within the year, but it may be permitted to carry forward into the following year at the discretion of your manager. Payment will be made in lieu of holiday not taken.

3.9d) Sickness whilst on Holiday

If you are sick whilst on holiday and can provide a medical certificate to prove your illness, then the days of holiday lost may be taken at a later time.

3.9e) New Employees and Termination

In your first and last year of employment, your holiday entitlement will be that proportion of your annual holiday entitlement equivalent to the proportion of the holiday year during which you have been employed. This will be calculated to the nearest half day.

During the first year of employment with The Callver Cleaning Company, the amount of holiday entitlement that you may actually take at any time is limited to the amount accrued at that time. The amount accrues, monthly in advance, at the rate of one-twelfth of the annual entitlement per month.

Every effort will be made to meet the needs of new employees in respect of commitments to holidays already made. New employees should inform The Callver Cleaning Company of any holiday plans at the earliest opportunity. Where the booked holiday exceeds the new employee's annual holiday entitlement, consideration may be given to granting unpaid holiday.

When working out your notice, you will be allowed to take annual holiday during this period, provided it has been booked in advance. Requests to take holiday during a notice period will be approved wherever possible. However, this may not always be practicable because of the need to complete outstanding work, hand over to successor, etc. The Callver Cleaning Company therefore reserves the right to refuse requests for leave at this time.

Outstanding holiday, which has been accrued but not taken on termination, will be calculated pro rata based on the complete number of months worked up to the date of leaving, rounded up to the nearest half day. A payment will be made in lieu of such holiday, based on one-twelfth of your holiday entitlement for each complete calendar month and will be subject to deduction for tax and National Insurance contributions.

The Callver Cleaning Company reserves the right to insist that you take some or all outstanding accrued holiday entitlement during the notice period, rather than make a payment in lieu of termination.

Where annual holiday taken exceeds what has been accrued at the date of termination, The Callver Cleaning Company reserves the right to deduct the equivalent of the payments made for such additional days from the employees' final pay.

The Callver Cleaning Company reserves the right to withhold accrued holiday pay (other than that relating to statutory annual leave) from employees who are dismissed for gross misconduct, or who leave without giving due notice.

3.9f) Holiday Rules

The following rules apply to all holidays:

- Annual holidays may be added on to public holidays.
- Where there are conflicting holiday requests within The Callver Cleaning Company, priority will be given to the employee whose request has been received first.
- If you take annual holiday that has not been previously approved, you may be subject to disciplinary action, which includes dismissal.
- You may not take holiday of more than 14 consecutive days

3.9g) Religious Holidays

You will normally be allowed to use your annual leave entitlement to observe special religious holidays or to make up the time taken. Time off required for the observance of religious practices should be discussed and agreed with your manager on an individual basis.

3.9h) Late Return

If, for any reason, you know that you will be late returning from holiday, you must contact the Operations Manager and notify your late return as soon as possible. Failure to do so will render you liable to disciplinary action for unauthorised absence. Such disciplinary action may include dismissal.

3.10 PUBLIC HOLIDAYS

The Callver Cleaning Company recognises all public holidays in England and Wales. You will be paid your normal salary during this time.

The needs of the business may result in The Callver Cleaning Company deciding to continue normal working (or requiring certain employees to work) on a public holiday. Where this occurs, substitute days will be announced as far in advance as possible.

If you are ill on a public holiday on which you are not required to work, you will still receive holiday pay. No alternative day off will be given.

The days currently nominated as Public Holidays are:

New Year's Day	Good Friday
Easter Monday	May Day
Spring Bank Holiday	Summer Bank Holiday
Christmas Day	Boxing Day

3.11 CAPABILITY

This procedure runs parallel with, but is not part of, the disciplinary procedure. The Callver Cleaning Company recognises that poor job performance and incapability cannot be treated as 'disciplinary offences'.

The first stage in dealing with poor job performance is to determine whether the matter is one of capability or misconduct. Incapability is where the employee has received all necessary training but still cannot achieve a satisfactory level of performance through no fault of their own, for example as a result of poor health. If on the other hand, the employee fails to reach the required standard of performance as a result of carelessness, negligence or lack of effort, this will be treated under the disciplinary procedure as misconduct.

3.11a) Initial counselling session

Your manager will investigate the cause of your poor performance. Causes could include, for example, lack of skills, inadequate training, lack of support staff, tools or other resources, lack of communication or problematic working relationships. The manager carrying out this initial

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counselling will give you factual examples of your unsatisfactory performance and you will be asked for your explanation, which will subsequently be followed up and checked where appropriate.

Where the reason for unsatisfactory performance is lack of the required skills, you will, where practicable, be assisted through training and be given reasonable time to reach the required standard of performance. If it is a question of lack of support staff, tools or other resources or facilities, attention should be paid to this and assistance provided if appropriate.

3.11b) Formal warnings

Where, despite support, you are unable to reach the required standard of performance, the consequences of any failure to meet this standard should be explained to you in writing as follows:

Stage one - recorded oral warning: You will be fully informed of the precise nature of the poor performance, the level of improvement required and the time limit for achieving that improvement, review periods during the currency of the warning, the consequences of failure to achieve or maintain the improvement and the length of time the warning will remain 'live' on your file.

Stage two - first written warning: If there is no improvement or insufficient improvement after a stage one warning, or if improvement is not maintained for the period stated in the stage one warning, you will be given a first written warning setting out the details as outlined above in the oral warning.

Stage three - final written warning: If there is no improvement or insufficient improvement after a stage two warning, or if improvement is not maintained for the period stated in the stage two warning, you will be given a final written warning setting out the details as outlined above in the oral warning. The stage three warning will include a statement that a failure to improve to the required standard is likely to result in dismissal.

Stage four – dismissal: If there is still no improvement or insufficient improvement after a stage three warning, or if improvement has not been maintained for the period stated above, you will normally be dismissed with notice or pay in lieu. Alternatively, at The Callver Cleaning Company's entire discretion, alternative work elsewhere in the business may be offered to you if any suitable posts are available.

Stage five – appeals; The same appeals procedure as set out in The Callver Cleaning Company's disciplinary procedure will be used.

3.11c) Length of time the warning will remain 'live'

Oral and first written warnings will normally have a time limit of six months, whilst the time limit for a final written warning will normally be twelve months. After the relevant period of time, The Callver Cleaning Company will disregard the warning and remove the warning from your record. In each case, The Callver Cleaning Company will specify the length of time that the warning will remain 'live', but reserves the right to extend the time period in appropriate circumstances.

3.11d) Right to be accompanied at formal meetings

You may be accompanied by a fellow worker or trade union official at any formal meetings that are held to discuss a failure to meet the required standard of performance.

3.11e) Internal promotions

Where you have been promoted, the consequences of failing to meet the necessary standards of performance for the new post should be clearly and fully explained to you at the time the promotion is offered. In some cases, you will be promoted on the basis of a probationary period in the new job, with the condition that The Callver Cleaning Company

has the right to transfer or downgrade you should you fail to satisfy the performance requirements of the new role.

3.11f) Summary

Should a manager notice that one of their employees is not performing satisfactorily, not coping with the pressures of the role, the volume of work or any other aspect of their employment, the matter should be dealt with under this procedure.

- Write to the employee detailing their concerns and invite the employee to come to a meeting to discuss the matter.
- Advise the employee that they have the right to be accompanied to the meeting by a workplace colleague or trade union official.
- During the meeting explore thoroughly and objectively the root cause of the perceived lack of capability.
- Explain clearly and specifically to the employee in what respects they are failing to meet the standards required.
- Ask the employee to put forward their explanation for the apparent lack of capability, listen carefully to what they have to say and take all the points raised by the employee seriously.
- Check that the employee fully understands the requirements of the role
- If the problem is as a result of lack of skill, training or knowledge, discuss a training, coaching or mentoring solution with the employee.
- If the problem is as a result of poor management, poor procedures, difficult working relationships or some other workplace factor outside the employee's control, take the appropriate steps to investigate and resolve the particular situation.
- If the problem is thought to be health-related, seek the employee's consent to obtain a medical report.
- If the problem is home-related, consider whether it would be appropriate and/or beneficial for the employee to be offered counselling or time off work.
- If the problem is that the volume or type of work is causing the employee to become stressed, consider what can be done to reduce or reorganise the employee's workload to reduce the amount of stress that the employee is experiencing to a manageable level.
- Consider the possibility of offering the employee a transfer to alternative duties, or to a different job, if appropriate.
- In consultation with the employee, set reasonable targets and time limits for the employee to improve to the required standard, and these should be defined in measurable terms wherever possible.
- Maintain a full and accurate written record of the areas in which the employee is experiencing difficulties or failing to perform, and of all discussions held with the employee about the matter.
- Set a review date to review the employee's performance and level of improvement.

3.12 DISCIPLINE AND DISMISSAL

It is necessary for the proper operation of the business and the health and safety of our employees that The Callver Cleaning Company operates a disciplinary procedure. The following procedure will be applied fairly in all instances where disciplinary action is regarded by the management as necessary save to the extent that a minor reprimand is given for any minor act of misconduct committed by an employee.

The Callver Cleaning Company reserves the right to implement the procedure at any stage as set out below taking into account the alleged misconduct of an employee. You will not usually be dismissed for a first disciplinary offence.

This procedure is entirely non-contractual and does not form part of your contract of employment. The Callver Cleaning Company reserves the right not to follow this procedure during the first two years' of employment for employees.

Time limits referred to below may be varied according to the circumstances and by agreement between you and The Callver Cleaning Company.

You have the right to be accompanied at a formal disciplinary hearing by a fellow workplace colleague or a trade union official. A trade union official means a full-time official or a lay official certified by the union as having experience of, or having been trained in, acting as a companion at disciplinary hearings. It should be noted that neither your spouse/partner nor a solicitor are suitable companions.

Matters that The Callver Cleaning Company views as amounting to disciplinary offences include (but are not limited to):

- persistent bad timekeeping;
- unauthorised absence;
- minor damage to Company property;
- failure to observe Company procedures;
- abusive behaviour;
- unreasonable refusal to follow an instruction issued by a manager or supervisor;
- poor attendance; and
- smoking in non-designated areas of The Callver Cleaning Company's premises.

3.12a) Investigation

Any matter that is reasonably suspected or believed to contravene any of The Callver Cleaning Company's policies or rules or may otherwise be a disciplinary matter will be investigated promptly.

Please see The Callver Cleaning Company's separate investigation procedure.

3.12b) Invitation to Disciplinary Hearing

If, upon completion of an investigation, there are reasonable grounds to believe that you have committed an act of misconduct, you will be invited to attend a disciplinary hearing. In the event of a disciplinary hearing taking place The Callver Cleaning Company will:

- give you a minimum of two working days' advance notice of the hearing;
- tell you the purpose of the hearing and that it will be held under The Callver Cleaning Company's disciplinary procedure;
- explain your right to be accompanied at the hearing by a fellow worker or trade union official;
- give you written details of the nature of the alleged misconduct; and
- provide you with all relevant information (which should include statements taken from any fellow employees or other persons that The Callver Cleaning Company intends to rely upon against the employee) not less than two working days in advance of the hearing.

Where you are unable to attend a disciplinary hearing and provide a good reason for failing to attend, the hearing will be adjourned to another day. The Callver Cleaning Company will give a minimum of two working days' notice of the rearranged hearing. Unless there are special circumstances mitigating against it, if you are unable to attend the rearranged hearing, the rearranged hearing will take place in your absence. Your fellow worker or trade union official may attend in such circumstances and will be allowed the opportunity to present your case and you will also be allowed to make written submissions in such a situation.

Where the chosen companion is unavailable on the day scheduled for the meeting, it will be rescheduled, provided that you propose an alternative time within five working days of the scheduled date.

3.12c) Role of companion

Your chosen companion has the right to address the hearing to put your case, sum up the case and respond on your behalf to any view expressed at the hearing. The companion may also confer with you during the hearing. However, there is no requirement for The Callver Cleaning Company to permit the companion to answer questions on your behalf, or to address the hearing.

3.12d) The disciplinary hearing

A disciplinary hearing will normally be conducted by your line manager together with another Company representative who will take notes of the meeting. If an investigation was carried out, then the person who carried out that investigation will not be directly involved in the disciplinary hearing, although they may present any supporting facts and material to the disciplinary hearing. You will be entitled to be given a full explanation of the case and be informed of the content of any statements provided by witnesses. You will be able to call your own witnesses. You will be permitted to set out your case and answer any allegations. You will be given a reasonable opportunity to ask questions, present evidence and call relevant witnesses. You will also be given the opportunity to raise points about any information provided by witnesses. Where The Callver Cleaning Company intends to call relevant witnesses, it will give you advance notice of this. You must also give advance notice to The Callver Cleaning Company if you intend to call relevant witnesses.

The Callver Cleaning Company may adjourn the disciplinary proceedings if it appears necessary or desirable to do so (including for the purpose of gathering further information). You will be informed of the period of any adjournment. If further information is gathered, you will be allowed a reasonable period of time, together with your fellow worker or trade union official, to consider the new information prior to the reconvening of the disciplinary proceedings.

As soon as possible after the conclusion of the disciplinary proceedings, the outcome will be conveyed to you together with what disciplinary action, if any, is to be taken. The decision will be confirmed in writing. You will be notified of your right of appeal under this procedure.

3.12e) Disciplinary action

Where, following a disciplinary hearing, The Callver Cleaning Company establishes that you have committed a disciplinary offence, the following disciplinary action may be taken:

Recorded oral warning: Where a minor offence or offences have been committed, a recorded oral warning may be given. The warning will ordinarily state that any further misconduct will render you liable to further, more severe disciplinary action. You should be informed of the period that the warning will remain "live". During this period, The Callver Cleaning Company may rely on such a warning in the event of further misconduct.

First written warning: Where either a more serious disciplinary offence has been committed or further minor offences have been committed by you following a recorded oral warning that remains "live", you will receive a first written warning. The warning will:

- set out the nature of the offence committed;
- inform you that further misconduct is liable to result in further disciplinary action under this procedure;
- specify the period for which the warning will remain "live", and
- state that you may appeal against the warning.

Final written warning (or combined first and final): Where a serious disciplinary offence amounting to gross misconduct has been committed, thereby justifying summary dismissal, but The Callver Cleaning Company decides, after taking into account all appropriate circumstances, that a lesser penalty is appropriate, or, where an employee commits further disciplinary offences after a first written warning has been issued and remains "live", a final (or combined first and final) written warning may be given. Such a warning will:

- set out the nature of the offence committed;
- inform you that further misconduct is likely to result in your dismissal; and
- state that you may appeal against the warning.

If you have committed further acts of misconduct (these being acts of misconduct other than gross misconduct) following a final written warning given, you may be dismissed with notice or with pay in lieu of notice.

Where The Callver Cleaning Company establishes that you have committed an act of gross misconduct, you may be summarily dismissed.

3.12f) Appeal

You may appeal against any disciplinary sanction imposed against you, with the exception of an informal oral warning. The appeal will be heard by a senior manager who has not been involved in the decision to impose the disciplinary sanction. The senior manager is obliged to consider any representations made by you, your fellow employee or trade union official and those of the person who conducted the investigation and the person who conducted the disciplinary hearing and imposed the disciplinary sanction. The senior manager hearing the appeal must decide on the basis of both sets of representations, together with any subsequent facts that may have come to light, whether or not to uphold the disciplinary sanction. In the event that the senior manager finds in your favour, the senior manager shall allow the appeal and shall remove all records of the disciplinary sanction from your record. In the event that the senior manager does not accept the representations made by you or on your behalf, the senior manager must uphold the disciplinary sanction.

When lodging an appeal, you should state:

- the grounds of appeal; and
- whether you are appealing against the finding that you have committed the alleged act or acts of misconduct, or against the level of disciplinary sanction imposed.

You must provide written notice of the appeal within five working days of being informed of the disciplinary sanction being imposed against you.

Appeal hearings will normally take place within 14 days of receipt of your written notice of appeal.

Upon completion of the appeal, the senior manager conducting the hearing will convey their decision to you in writing and this decision will be final.

3.12g) Gross misconduct

Gross misconduct is misconduct of such a serious and fundamental nature that it breaches the contractual relationship between you and The Callver Cleaning Company. In the event that you commit an act of gross misconduct, The Callver Cleaning Company will be entitled to summarily terminate your contract of employment without notice or pay in lieu of notice.

The Callver Cleaning Company considers the following matters as amounting to gross misconduct:

- theft, unauthorised possession or removal of Company products or property, or property belonging to another employee, client, customer or visitor, fraud (including making fraudulent or false expense claims), deliberate falsification of records, false declarations in connection with employment or applications for employment or any other form of dishonesty
- offering, promising or giving a bribe or requesting, agreeing to receive or accepting a bribe or bribing a foreign public official in connection with employment contrary to the Bribery Act 2010
- wilfully or negligently causing harm or injury to another employee, client, customer or visitor, physical violence, assault, fighting, bullying or grossly offensive or aggressive behaviour or language
- using Company resources and/or time to carry out business interests outside those of The Callver Cleaning Company
- deliberately or negligently causing damage to The Callver Cleaning Company's property, or to property belonging to another employee, client, customer or visitor
- causing loss, damage or injury through serious carelessness or gross negligence
- dereliction of duty, including sleeping whilst at work
- wilful refusal to obey a reasonable management instruction or serious insubordination
- acts of incitement or actual acts of discrimination or harassment on the grounds of sex, trans-gender status, marital status, civil partnership status, pregnancy, colour, race, nationality, national origins, ethnic origins, religion or belief, religious practices, sexual orientation, disability or age including sending or forwarding messages that could constitute bullying or harassment
- breaches of the Data Protection Act 1998 or Computer Misuse Act 1990
- sexual misconduct at work
- serious incapacity at work through an excess of alcohol or illegal drugs, whether consumed on or off Company premises but which affects the employee's ability to carry out their job duties whilst at work
- bringing illegal drugs on to Company premises
- smoking on Company premises, other than in designated outside smoking areas
- a serious breach of health and safety rules, including acts or omissions which endanger the safety of another employee, client, customer or visitor
- behaviour outside working hours or work location resulting in criminal charges which affect the employee's ability to perform their job duties
- a serious breach of confidentiality, including unauthorised access of computer and personnel records and communicating confidential information to third parties
- covert recording of staff, meetings, etc without express written consent
- working for a competitor without permission
- knowingly breaking a legal requirement in connection with employment
- conduct that brings The Callver Cleaning Company's name into disrepute
- unauthorised absence
- breach of Company's security procedures

This list is not exhaustive.

Other acts of misconduct may come within the general definition of gross misconduct.

3.12h) Miscellaneous

The Callver Cleaning Company reserves the right to be represented by an external professional advisor at any stage of this process where appropriate.

3.13 INVESTIGATION

The Callver Cleaning Company will follow this investigation procedure alongside the disciplinary procedure. The purpose of the separate investigation procedure is to allow any alleged or suspected misconduct on the part of an employee to be investigated impartially. All the facts of the particular case will be established before any decision is taken as to whether or not there are sufficient grounds to invoke the disciplinary procedure.

3.13a) When to carry out an investigation

The investigation procedure will normally be used only when an employee is suspected of committing an act of serious misconduct or act in serious breach of any of The Callver Cleaning Company's policies, procedures or rules. Minor cases of misconduct will normally be dealt with directly and promptly by your line manager. It will not be used in cases of minor misconduct, which will be dealt with directly by your line manager. Similarly, where the matter is routine or straightforward, there will be no need to conduct a separate investigation (for example if the problem relates to repeated poor timekeeping and there is a clear record of the occasions when you arrived late for work).

The investigation procedure should not be used in cases where it is thought that your job performance may be unsatisfactory. The Callver Cleaning Company's capability procedure will be applicable in these circumstances.

3.13b) Who will carry out the investigation?

If the disciplinary procedure is invoked following an investigation, then the person who carries out the disciplinary procedure will not be the same person who conducted the investigation.

Your line manager will normally conduct the investigation, but The Callver Cleaning Company reserves the right to nominate any other person to conduct the investigation where this is considered to be appropriate.

3.13c) Timescales

The investigation must take place promptly and without any unreasonable delays and will take as long as necessary to ensure that a full and thorough investigation has been completed.

3.13d) Suspension from work

There may be instances where suspension with pay is necessary while the investigation is carried out. This may be because, for example, working relationships have broken down or there is a risk to your or The Callver Cleaning Company's property or responsibilities to other parties. Suspension with pay will be imposed only after careful consideration and will be reviewed to ensure that it does not become unnecessarily protracted. It is not an assumption of guilt or a disciplinary penalty in itself. It will be used as a last resort. Consideration will also be given to a partial suspension and whether or not you can continue with some of your duties.

Any decision to suspend will be confirmed in writing and will state that the suspension is precautionary, not disciplinary, in nature pending the outcome of the investigation and any subsequent disciplinary proceedings.

3.13e) The actual investigation procedure

In investigating your alleged misconduct, the manager will:

- examine any relevant written records, for example previous disciplinary warnings, appraisal reports, and managers' notes;
- check whether there are any earlier warnings that have not expired;
- talk privately and in confidence to any employees who may have evidence relating to your alleged misconduct or who may have been witness to any relevant incident, and produce an accurate written summary of any such evidence;
- seek the consent of any such employee to use the summary of the evidence so collected as a signed written statement;
- conduct an investigatory interview with you, making sure that you know that the purpose of the interview is to establish the facts and that the interview is not part of The Callver Cleaning Company's disciplinary procedure; and

- take an objective and balanced view of any information that comes to light, and avoid allowing personal views, opinions, and likes or dislikes to influence the assessment of your conduct.

3.13f) Investigatory interview with you

You may be invited to attend an investigatory interview and a written statement will be produced summarising the information given by you.

3.13g) The right to be accompanied

You do not have the statutory right to be accompanied by a fellow worker or trade union official to interviews that are purely investigatory in nature. However, The Callver Cleaning Company will consider any request from an employee under investigation to bring a colleague along to any investigatory interview (although it may, at its discretion, refuse to agree to this).

3.13h) Following the investigation

At the conclusion of the investigation, the person conducting the investigation will decide whether or not it is appropriate to start disciplinary action against you. You will be notified in writing of the decision.

Where it is decided to start disciplinary action, you will be given full details in writing of the case against you and invited to attend a disciplinary hearing.

3.13i) Witness statements

Where disciplinary proceedings are started following an investigation and where evidence about your alleged misconduct has been obtained from third parties in the form of written statements, either the statements themselves or a summary of their content will be given to you at the time you are invited to the hearing. However, The Callver Cleaning Company reserves the right to conceal the identity of any or all of the parties if there is a legitimate reason to do so, such as where there may be a risk to the safety of others if the identity of witnesses is disclosed. In those circumstances, The Callver Cleaning Company will consider providing a summary of the information to you.

3.13j) Records

Full records of the disciplinary investigation will be held confidentially on your personnel file for the duration of any disciplinary proceedings:

- If the disciplinary proceedings result in a formal warning, the records of both the investigation and the disciplinary proceedings will be held for the same duration as the warning, in accordance with the time periods for warnings defined in The Callver Cleaning Company's disciplinary procedure.

However, if it is decided at the conclusion of the disciplinary investigation (or on completion of disciplinary proceedings) that there is no case to answer, the records will be destroyed.

The records of the disciplinary investigation will be handled in accordance with the Data Protection Act 1998 at all times.

3.13k) Miscellaneous

The Callver Cleaning Company reserves the right to be represented by an external professional advisor at any stage of this process where appropriate.

3.14 APPEALS FOR OTHER REASONS OTHER THAN DISMISSAL

The Callver Cleaning Company wishes to be as fair and consistent as possible when enforcing its policies and procedures with regard to discipline and performance. If you have

been given a formal oral or written warning or been dismissed or are dissatisfied with the decision made following a grievance hearing, then the following procedure will apply.

An appeal against a formal oral or written warning or dismissal should be made within five working days of receipt of the letter confirming the decision to issue the warning/dismiss.

The appeal should be made in writing to one of the Directors, stating the ground(s) on which you believe the disciplinary process has been conducted unfairly or why you believe the disciplinary penalty should be reviewed.

The appeal hearing will be held as soon as possible after receipt of your letter.

The appeal will normally be heard by a manager who is more senior than the manager who carried out the disciplinary procedure, and will be someone who was not previously involved in the disciplinary process. In circumstances where this is not possible, suitable alternative arrangements will be agreed with you.

You will have the right to be accompanied at the appeal hearing by a colleague or trade union official of your choice. A trade union official means a full-time official or a lay official certified by the union as having experience of, or training in, acting as a companion at a disciplinary hearing.

An additional Company representative will be present at the appeal hearing to keep a record of the proceedings.

You will be given full opportunity to state the ground(s) on which the appeal is made. The disciplining manager will have the opportunity to explain their decision to impose the given penalty.

When all the evidence has been heard, the appeal hearing will be adjourned. The manager conducting the appeal will carefully consider the merits of the appeal, in private, before reaching a decision.

The manager of the appeal hearing will, whenever possible, inform the employee orally of the decision reached, and the reasons for it. The decision will be confirmed in writing after the appeal hearing and this will be the final decision.

The manager of an appeal hearing has the authority to quash or reduce a disciplinary penalty.

You should note that an appeal hearing is not intended to repeat the detailed investigation of the disciplinary hearing, but to focus on specific factors which you feel have been dealt with unfairly or which have received insufficient consideration, such as:

- An inconsistent, inappropriate or excessively harsh penalty
- Extenuating circumstances
- Bias of the disciplining manager
- Unfairness in the conduct of the hearing
- New evidence subsequently coming to light.

Where an appeal against dismissal fails, the effective date of termination will be the date on which you were originally dismissed.

If an appeal is on the grounds that the disciplinary action constitutes potentially unlawful discrimination, or that the disciplinary action taken was for a different reason than the reason given, then the appeal will be heard as a grievance under The Callver Cleaning Company's formal grievance procedure.

The Callver Cleaning Company reserves the right to be represented by an external professional advisor at any stage of this procedure.

3.15 GRIEVANCES

The Callver Cleaning Company believes that all employees should be treated fairly and with respect. If you are unhappy about the treatment that you have received or about any aspect of your work, you should discuss this with your line manager, who will attempt to resolve the situation on an informal basis. If you feel unable to approach your line manager directly, you should approach another senior manager who will discuss ways of dealing with the matter with you.

Where attempts to resolve the matter informally do not work, it may be appropriate for you to raise a formal grievance under this procedure. A formal grievance should be concerned with the way in which you have been treated by The Callver Cleaning Company or managers acting on its behalf. If your complaint relates to bullying or harassment on the part of a colleague, the matter should be dealt with under the dignity at work procedure. Complaints that amount to an allegation of misconduct on the part of another employee will be investigated and dealt with under the disciplinary procedure and you will be informed of the outcome.

Grievances may be concerned with a wide range of issues, including the allocation of work, your working environment or conditions, the opportunities that you have been given for career development or the way in which you have been managed.

Complaints that you may have about any disciplinary action taken against you should be dealt with as an appeal under the disciplinary procedure.

Grievances raised while you are subject to disciplinary proceedings will usually be heard only when the disciplinary process has been completed. Insofar as a grievance has any bearing on the disciplinary proceedings, it can be raised as a relevant issue in the course of those proceedings.

3.15a) Mediation

It may be appropriate for the matter to be dealt with by way of mediation, depending on the nature of your grievance. This involves the appointment of a third-party mediator, who will discuss the issues raised by your grievance with all of those involved and seek to facilitate a resolution. Mediation will be used only where all parties involved in the grievance agree.

3.15b) The right to be accompanied

You have the right to be accompanied by a fellow worker or trade union official at any grievance meeting or subsequent appeal. The trade union official need not be an employee of The Callver Cleaning Company, but must be certified by the union as being experienced or trained in accompanying employees at grievance hearings.

The choice of companion is a matter for you, but The Callver Cleaning Company reserves the right to refuse to accept a companion whose presence would undermine the grievance process. Please note that individual workers are not obliged to agree to accompany you. Companions will be given appropriate paid time off to allow them to accompany colleagues at a grievance hearing or appeal hearing.

At any hearing or appeal hearing, your chosen companion will be allowed to address the meeting, respond on your behalf to any view expressed in the hearing, and sum up the case on your behalf. However, both the hearing and appeal hearing are essentially meetings between The Callver Cleaning Company and you, so any questions put directly to you should be dealt with by you and not your companion.

Where the chosen companion is unavailable on the day scheduled for the meeting or appeal, the meeting will be rescheduled, provided that you can propose an alternative time within five working days of the scheduled date.

3.15c) Accessibility

If any aspect of the grievance procedure causes you difficulty on account of any disability that you may have, or if you need assistance because English is not your first language, you should raise this issue with your line Manager, who will make appropriate arrangements.

3.15d) Conducting the grievance procedure

The Callver Cleaning Company recognises that a formal grievance procedure can be a stressful and upsetting experience for all parties involved. Everyone involved in the process is entitled to be treated calmly and with respect. The Callver Cleaning Company will not tolerate abusive or insulting behaviour from anyone taking part in or conducting grievance procedures and will treat any such behaviour as misconduct under the disciplinary procedure.

3.15e) Formal grievance procedure

The complaint: The first stage of the grievance procedure is for you to put your complaint in writing. This written statement will form the basis of the subsequent hearing and any investigations, so it is important that you set out clearly the nature of your grievance and indicate the outcome that you are seeking. If your grievance is unclear, you may be asked to clarify your complaint before any meeting takes place.

Your complaint should be headed "Formal grievance" and sent to your line manager. If your complaint relates to the way in which your line manager is treating you, the complaint may be sent to another senior manager within The Callver Cleaning Company.

Further attempts may be made to resolve the matter informally, depending on the nature of your complaint. However, if you are not satisfied with the outcome, you may insist on the matter proceeding to a full grievance hearing.

Before proceeding to a full grievance hearing, it may be necessary to carry out investigations of any allegations made by you, although the confidentiality of the grievance process will be respected. If any evidence is gathered in the course of these investigations, you will be given a copy in sufficient time prior to the hearing for you to consider your response. In exceptional circumstances, the evidence given by individuals may have to remain confidential. Where confidentiality is necessary, this will be explained to you and an appropriate summary of the evidence gathered will be given to you.

Grievance hearing: The hearing will be held as soon as is reasonably practicable and, subject to any need to carry out prior investigations. It will be conducted by your line manager and attended by another Company representative to act as note taker. At the meeting, you will be asked to explain the nature of your complaint and what action you feel should be taken to resolve the matter. Where appropriate, the meeting may be adjourned to allow further investigations to take place.

You should ensure that you attend the meeting at the specified time. If you are unable to attend because of circumstances beyond your control, you should inform your line manager as soon as possible. If you fail to attend without explanation, or if it appears that you have not made sufficient attempts to attend, the hearing may take place in your absence.

While you will be given every opportunity to explain your case fully, you should confine your explanation to matters that are directly relevant to your complaint. Focusing on irrelevant issues or incidents that took place long before the matters in hand is not helpful and can

hinder the effective handling of your complaint. The manager conducting the hearing will intervene if the discussion is straying too far from the key issue. The manager may also intervene to ensure that the meeting can be completed within a reasonable timeframe, depending on the nature and complexity of your complaint.

Following the meeting, you will be informed in writing of the outcome and told of any action that The Callver Cleaning Company proposes to take as a result of your complaint. If you are dissatisfied with the outcome, you may make a formal appeal.

3.15f) Appeal

Your appeal should be made in writing to the manager who conducted the initial grievance hearing. You should clearly state the grounds of your appeal, i.e. the basis on which you say that the result of the grievance was wrong or that the action taken as a result was inappropriate. This should be done within five working days of the written notification of the outcome of the grievance. An appeal meeting will be arranged to take place as soon as possible.

You should ensure that you attend the meeting at the specified time. If you are unable to attend because of circumstances beyond your control, you should inform your line manager of this as soon as possible. If you fail to attend without explanation, or if it appears that you have not made sufficient attempts to attend, the hearing may take place in your absence.

The appeal hearing will be conducted by another senior manager who will consider the grounds that you have put forward and assess whether or not the conclusion reached in the original grievance hearing was appropriate. The appeal is not a rehearing of the original grievance, but rather a consideration of the specific areas with which you are dissatisfied in relation to the original grievance. The manager conducting the appeal may therefore confine discussion to those specific areas rather than reconsider the whole matter.

You will be informed of the outcome of the appeal in writing and this decision will be final.

3.15g) Miscellaneous

The Callver Cleaning Company reserves the right to be represented by an external professional advisor at any stage of this process where appropriate.

3.16 NOTICE PERIOD AND TERMINATION OF EMPLOYMENT

The Callver Cleaning Company acknowledges that the notice period leading up to termination of employment can be a difficult time for the departing employee and other staff. In view of this, the accompanying procedure is designed to ensure that so far as possible the working environment is not disrupted by the impending departure of an employee and that termination of employment takes place in an orderly fashion.

3.16a) Resignation

Your employment may be terminated by:

- a) giving The Callver Cleaning Company' written notice of resignation of employment as per your contract.
- b) The Callver Cleaning Company giving you written notice as per your contract

Notice of resignation should be given in writing to your Manager, stating the final date of employment with The Callver Cleaning Company. Your Manager will check that the appropriate period of contractual notice has been given.

Oral notice will not be accepted.

Where an employee gives shorter notice than that required under the Contract of Employment, they will be advised that this action is in breach of contract and be requested to submit proper notice.

An early leaving date may be mutually agreed with the employee, at the complete discretion of The Callver Cleaning Company.

A formal acknowledgement of resignation, confirming the employee's final day with The Callver Cleaning Company and providing administrative details of final payments, etc. will be issued to the employee.

In certain circumstances, an employee who has resigned will be asked to leave immediately and receive pay in lieu of notice.

Where a person disappears without giving notice, the situation must be thoroughly investigated before The Callver Cleaning Company decides on appropriate action.

3.16b) Garden Leave

The Callver Cleaning Company reserves the right to ask you not to attend work at any time at its sole discretion. During any period that you are not required to work, you will continue to be employed by The Callver Cleaning Company and will continue to receive your normal pay and benefits. In particular, if you give notice to terminate your contract or if The Callver Cleaning Company gives you notice to terminate you may be asked not to attend work during any or all of the notice period. In such circumstances, your employment will continue throughout the notice period and you will remain bound by all the terms of your contract, including but not limited to your duties of loyalty and confidentiality. You will, therefore, not be entitled to perform any work for any other employer until your notice period has expired and your employment is formally terminated.

The Callver Cleaning Company may in its absolute discretion take one or more of the following steps in respect of all or part of the notice period:

Require you to comply with such conditions as The Callver Cleaning Company may specify in relation to attending at or remaining away from your workplace and from any other Company premises.

Require you to remain available for work during your normal working hours should you be required.

Assign you to such other job duties as The Callver Cleaning Company shall in its absolute discretion determine and regardless of whether those duties are within your normal duties.

Suspend, vary or withdraw any powers or responsibilities that may be vested in you.

3.16c) Dismissal

Before dismissal for any reason The Callver Cleaning Company will conduct a thorough investigation of the circumstances and follow relevant procedures (e.g. disciplinary, redundancy).

When a decision is taken to dismiss, notice will be given in writing to the employee, specifying the effective date of termination. Notice cannot start to take effect until the individual concerned receives it.

In certain circumstances, an employee who has been dismissed will be asked to leave immediately, and will receive pay in lieu of notice.

An employee who has committed gross misconduct is not entitled to notice or pay in lieu.

The Callver Cleaning Company recognises that, particularly in the case of dismissal or redundancy, employees under notice are likely to feel demotivated and unsettled. The Callver Cleaning Company will permit time off with pay to redundant employees to seek alternative work or to make arrangements for training, in accordance with legal requirements. At the same time, it is expected that the affected employees will work normally until the date of leaving.

3.16d) General Provisions

Employees are expected to work normally in conformity with their Contracts of Employment, while in the notice period. Any misconduct will be treated in accordance with the disciplinary procedures.

Where previously agreed annual leave falls within the employee's notice period, The Callver Cleaning Company will normally honour this arrangement, subject to overriding operational requirements.

Otherwise than under the preceding clause, holiday may only be taken in the notice period with the express authority of the line Manager.

Provided notification rules and procedures have been complied with, an employee who is absent through sickness during the notice period will receive sick pay in accordance with the Contract of Employment. Current statutory provisions may also give entitlement to be paid for sickness absence in the notice period.

The Callver Cleaning Company reserves the right to ask an employee, either on resignation or dismissal, to leave immediately, in which case he or she will receive payment in lieu of notice. This action may be taken, for example:

- where the employee has access to confidential information and is joining a competitor
- where there is a risk of disruption or sabotage if the employee remains
- where the employee is not in good health
- where there is little or no work to do in a redundancy situation
- where the employee's conduct is not conducive to harmonious employees relations.

This list is not exhaustive.

Amounts paid in lieu of notice will compensate the employee for all pay and benefits that would have accrued during the notice period. A written explanation should be given to the employee of how the calculation was made.

It is the responsibility of the employee to return all Company property, including books and keys to The Callver Cleaning Company before they leave.

Outstanding loans and advances on expenses must be repaid to The Callver Cleaning Company before the employee departs or as soon as practicable in the case of employees not working out their notice.

A deduction will be made from the employee's final payment, in settlement. A cheque will be required from the employee in respect of any balance still outstanding. The Callver Cleaning Company will forward a cheque in respect of legitimate expense claims up to the date employment ends if this has not been included with the final salary payment.

Whenever possible final payments will be made up and a P45 issued for the employee to take away on the date of leaving. Where this is not feasible, they will be sent by first class post as soon as they have been prepared.

An employee who leaves without giving the required notice or who is dismissed for gross misconduct will not be entitled to receive accrued holiday pay on termination.

3.17 THE FUTURE

The Callver Cleaning Company is here to support you in any way it can to the mutual benefit of both yourself and The Company. If you have any queries at all or need support in any way, please do not hesitate to ask.

We hope that this will be the start of a long and fruitful career for you with our Company and look forward to working with you.

(Amended May 2020)