



# Colleague Handbook

# Contents

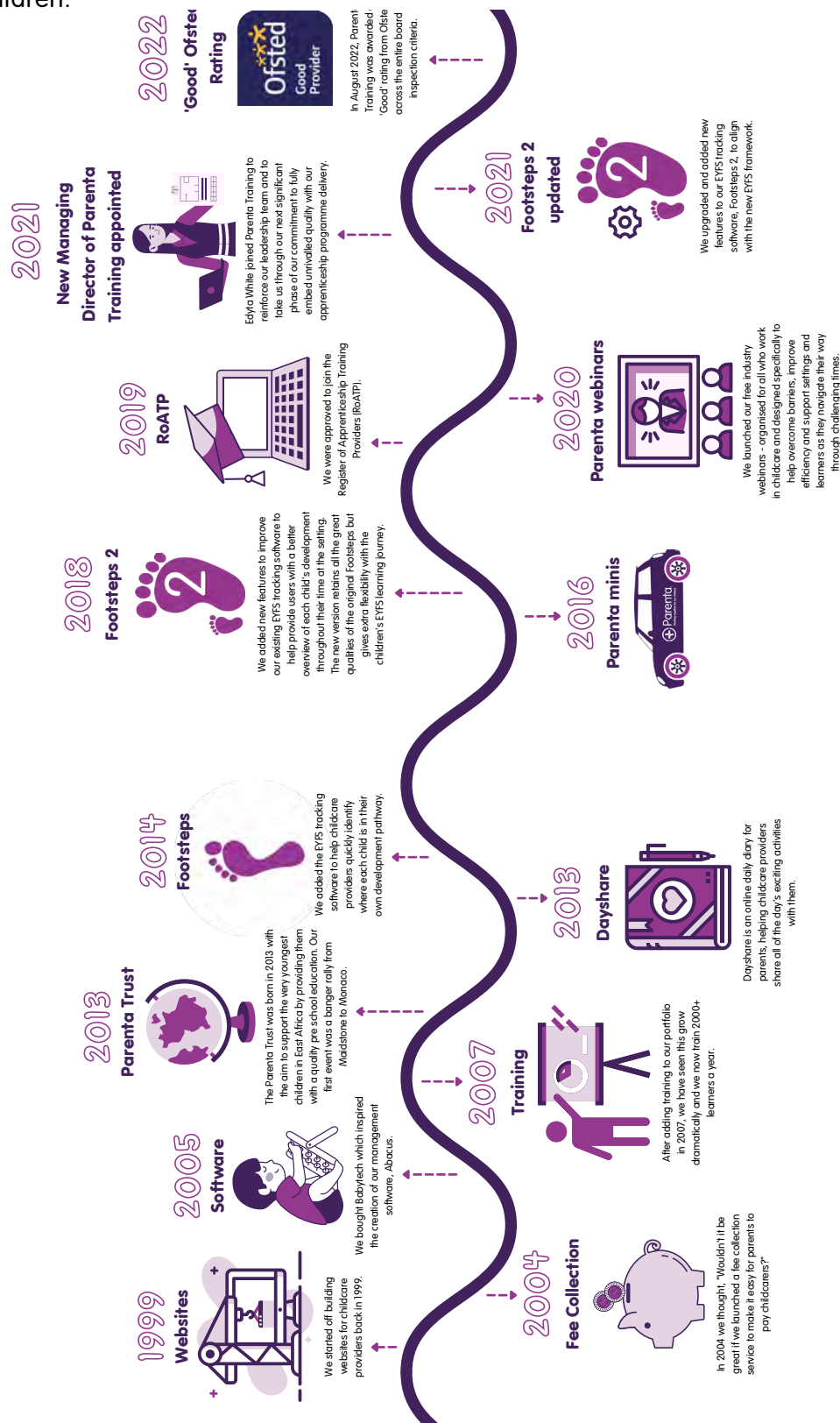
5	Company introduction
6	Global goals
7	Our values - The Parenta 4C's
10	Colleague handbook introduction
10	Standards of conduct and behaviour
10	General manner
10	Internal communication
10	Lunch breaks
11	Changes to personal details
11	Personal calls
11	Use of personal equipment at work
11	Social media
11	Personal relationships
11	Gifts and hospitality
12	Smoking
12	Drugs and alcohol
12	Company assets
13	Email and internet usage
13	Confidentiality
13	Clear Desk Policy
13	Colleague and learner references
14	Transaction of private business
14	Whistleblowing Policy
14	Environmental Policy statement
15	Presentation
16	Health and safety statement
16	Position expectations & performance reviews
17	Remuneration
17	Benefits
17	Pension
18	Private medical insurance

19	Health, Wellbeing and Safe Guarding
21	Training and Study Sponsorship Policy
22	Colleague Referral Programme
24	Eyecare
25	London weighting
26	Policies and procedures
26	Attendance and Timekeeping Policy
27	Working Time Regulations Policy
28	Time Off In Lieu Policy
28	Holiday Policy
32	Sickness Policy
37	Compassionate Leave
38	Dependants' Leave
38	Maternity Leave Policy
43	Paternity Leave Policy
45	Parental Leave Policy
46	Shared Parental Leave Policy
51	Adoption Leave Policy
54	Neonatal Care Rights Policy
56	Secondary Employment
57	Jury Service
57	Employer Supported Policing
58	Flexible Working Policy
62	Homeworking Policy
64	Lone Working Policy
63	Severe Weather and Disruptions to Travel Policy
66	Travelling / Driving for Work Risk Management Policy
67	Email and Internet Policy
69	Data Protection Policy
72	Data Transfer Security Policy
74	Anti-Fraud Policy

82	Anti-harassment and Bullying Procedure
84	Disciplinary Policy
86	Disciplinary Procedure (Incapability)
88	Disciplinary Procedure (Misconduct and Gross Misconduct)
91	Grievance Policy and Procedure
93	Policies

# Company Introduction

Since 1999, Parenta has grown from being a nursery website provider to becoming a specialist in all things related to childcare in the Early Years. As well as expanding our range of nursery software products, we're now one of the UK's leading providers of apprenticeships in childcare - training over 2000 learners a year to achieve their qualifications. Over the years, we've worked with thousands of childcare providers; giving them the tools and support they need to focus on providing great childcare. We're proud to work in close partnership with all our customers, so together we can provide the best possible start in life for our children.



# Global goals

## What are Global Goals?

In 2015, world leaders agreed to 17 goals for a better world by 2030. These goals have the power to end poverty, fight inequality and address the urgency of climate change. Inspired and guided by the goals, it is now up to all of us: governments, businesses, civil society and the general public to work together to build a better and more sustainable future for everyone.

## How does Parenta Fit in?

The exciting aspect for Parenta, is that there is a natural fit and tie-in to education: Goal No. 4 being "Quality Education".

Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all.

Education liberates the intellect, unlocks the imagination and is fundamental for self-respect. It is the key to prosperity and opens a world of opportunities, making it possible for each of us to contribute to a progressive, healthy society. Learning benefits every human being and should be available to all.

## The Targets

There are ten 'targets' within Goal No. 4 – and two in particular that clearly resonate with Parenta:

### **4:2 Equal Access to Quality Pre-Primary Education**

By 2030, ensure that all girls and boys have access to quality early childhood development, care and pre-primary education so that they are ready for primary education.

### **4:3 Equal Access to Affordable Technical, Vocational and Higher Education**

By 2030, ensure equal access for all women and men to affordable and quality technical, vocational and tertiary education, including university.

Both of these targets sit perfectly within Parenta's values and ethos, allowing us to bring greater synergy between what we do as a training provider and our charitable efforts, through Parenta Trust.

For Parenta, supporting the early years sector isn't limited to the UK - we are passionate about extending our work to make a difference to the early years sector globally. Our learners, through the training we provide them, already impact thousands of children's lives in the UK, so why not extend this worldwide? Our charity Parenta Trusts mission is "to raise funds to build pre-schools in the most deprived areas of the world: to allow the youngest, most vulnerable children in desperate need of an education to break out of the cycle of poverty and look forward to a bright future."

By aligning ourselves with Global Goals, there is clear potential to be able to deliver something tangible to tie in what the business does in the UK with what it does in the third world.

# Company values – Parenta 4C's

Our values are the bedrock of our company. They are the core essence of what defines us and form the framework of how we engage with all colleagues, customers and stakeholders. Please make sure you take time to read through them and ask questions of your manager if you are unclear as to what they mean.

We have included them in our performance review process and you will be assessed against them at the end of your probation period, as well as within your mid-year and year-end review.

## The Parenta 4C's



As we've grown over the last 20 years, it's been vital to ensure that all new members of the Parenta family properly understand and become a part of our culture. Our culture is an insight into how we work for any new or prospective colleague, client or partner. By defining our values, we are able to positively shape our culture. So, let's talk about who we are...

## We are connected

Working at Parenta isn't just a job, it's an opportunity to be connected to something important, and where you can really make a difference! Being connected is all about being engaged with the company vision, showing enthusiasm towards your role and objectives, and being passionate towards helping our customers with their mission.

Key indicators include but are not limited to:

- Showing high levels of engagement towards your role, the company and our customers.
- Demonstrating enthusiasm towards your role and objectives.
- Showing support and enthusiasm towards the Parenta Trust.
- Creating positive interactions with your colleagues, peers and customers.
- Displaying customer-centric approach in everything you do.
- Communicating in such a way that colleagues and customers alike feel valued.
- Taking initiative, even if it's not within your job remit.
- Showing enthusiasm towards problem solving and having a willingness to act.



## **We are collaborative**

Our team work closely together to achieve Parenta's mission of providing sector-leading services to childcarers which benefit every child in their care. Teamwork is the essence of what makes Parenta a great place to work. Individual contributions are recognised but, at the end of the day, we are all in this together. At Parenta, you know you're never on your own!

Key indicators include but are not limited to:

- Collaborating both within and outside of your immediate department.
- Jumping in to support a colleague with their goal/objective.
- Sharing knowledge with your colleagues in order to help them shape or shift an idea.
- Giving your time to projects that do not necessarily benefit your own objectives.
- Integrating ideas at team meetings.
- Demonstrating a high level of commitment to achieving the common objective within the team and company as a whole.
- Working well together in an integrated way, with a high level of awareness and appreciation of others.

## **We are committed**

At Parenta, reaching our goals is important, but it's not where we stop! We are committed to stretching our individual and team capability and always striving to be better than we were yesterday. Commitment to us is everything and we always deliver on our promises. If we say we can...we will!

Key indicators include but are not limited to:

- Always striving to go above and beyond the expectation.
- Following through on commitments you make.
- Taking the initiative to solve problems, even when they don't directly impact you.
- Pushing yourself to reach or exceed your deadlines.
- Delivering your objectives to the best of your ability.
- Achieving majority 'Above expectation' in reviews.
- Taking ownership of your role and your results.
- Speaking up where you see roadblocks to ensure you get support to overcome them.
- Delivering all of your work to a high standard.
- Acknowledging and correcting any mistakes you make or come across.

## **We are challenging**

Parenta and its colleagues are constantly (and respectfully) challenging the status quo in order to unleash innovation and disrupt stale practices. To be the best at what we do, it's important for us to challenge something when it doesn't work and discover ways in which we can do it better. We encourage ALL of our colleagues to speak up, ask questions, put forward ideas and share opinions.



Key indicators include but are not limited to:

- Respectfully challenging things that don't work and contributing ideas on how to do it better.
- Developing innovative ideas in order to disrupt the ways we do things at Parenta (for the better).
- Speaking up in a team meeting and respectfully shaping or shifting ideas.
- Backing up your ideas with strong facts and rationale.
- Accepting you may be wrong sometimes.
- Not accepting something to be just 'good enough'.
- Pioneering and sharing bold and inventive ideas.
- Encouraging your colleagues to use smart experimentation and innovation.
- Discovering solutions to complex business issues.
- Stepping out of your comfort zone and trying new things.

### **We integrate the 4C's into everything we do!**

- Values championships
- Attraction strategy
- Recruitment process
- Induction
- Job descriptions

# Colleague handbook introduction

We have developed policies and procedures to make Parenta a better place to work and to protect the welfare of our colleagues and customers. These policies and procedures are put in place to outline the expectations of you in the workplace and are compliant with current government legislation.

No element of this handbook forms part of your contract of employment unless explicitly stated otherwise, either in the relevant section or in your contract of employment. It is very much an evolving document which we are keen to keep as up to date as possible and so, whilst we will always try to give reasonable notice of any significant changes to this handbook, we do reserve the right to amend or withdraw any of the provisions in the Handbook without notice.

Please take the time to read through this handbook and if you have any questions, or are not sure about something, please speak to your manager or the People Team.

## Standards of conduct and behaviour

### **General manner**

Our standards of conduct are intended to underpin and clarify the standards required by the Company of its team members. We ask that at all times, you conduct yourself in such a way as to enhance the reputation of the Company, whether it is over email, telephone or face-to-face.

We expect all of our colleagues (including temporary, agency, interim, contractor or consultant staff) to be professional, courteous, efficient, honest, respectful and fully compliant with relevant legal and regulatory codes and guidance. All colleagues hold a responsibility to act as ambassadors for Parenta in terms of their general conduct - both within and outside the organisation.

### **Internal communication**

Our aim is to ensure that you have the information you need to do your job to a high standard. This includes understanding our values, priorities and vision and being aware of how your role can help us to achieve our objectives. In order to help achieve these aims we encourage, where possible, face-to-face communication as the main channel for communicating messages to colleagues on key issues that directly affect them.

In order to develop and support a culture of effective communications we will endeavour to keep all colleagues well informed on company developments and where relevant, hold team briefings to provide details of the latest company news, initiatives and opportunities. In return, we expect all team members to communicate openly, constructively and honestly with their managers and colleagues alike.

### **Lunch breaks**

Please ensure you take regular breaks so as to maintain a healthy work-life balance and so that you are alert and focused whilst working. Lunch breaks should be taken away from your desk where possible. Should you choose to eat lunch at your desk, please ensure you tidy and clean your desk area afterwards to ensure acceptable hygiene standards are maintained at all times. For information relating to your break entitlement, please refer to your employment contract.

## Changes to personal details

Where there is a change to any of your personal information (which includes but is not limited to bank details, surname, address, emergency contacts), please ensure you update us by logging into our online HR system, ATLAS, and updating your information.

## Personal calls

Soft phones and company mobiles are provided for business use but a limited amount of private use is allowed, so long as this is kept to a minimum and does not adversely affect the efficient and effective running of the business.

## Use of personal equipment at work

Please refrain from using any personal equipment for business purposes, unless agreed with your manager and the Impreza team. This includes but is not limited to: laptops, mobile devices, tablets and hard drives. Accessing your personal email account on a company device (which includes but is not limited to PCs, laptops, mobile phones) is strictly prohibited. Please also ensure limited use of personal equipment for personal purposes whilst working.

## Social media

Please do not make any negative (direct or indirect) reference towards Parenta or our clients or colleagues on any social networking sites, as this can be extremely damaging to our business and our colleagues. This includes discussing how your day went or discussing how you feel about our customers, suppliers or colleagues, supervisor and/or manager. If you wish to voice such concerns, the Company has appropriate mechanisms which allow you to do this; further information is available from your manager or the People Team. Failure to adhere to this policy may lead to disciplinary action, up to and including dismissal.

## Personal relationships

If a personal relationship between two colleagues develops within Parenta, the senior member of staff concerned must bring this to the attention of their manager, so it can be confirmed whether or not there is an actual or potential conflict of interest. The Company reserves the right to transfer one of the colleagues concerned, if it is deemed necessary to do so. Likewise if a relationship develops between a colleague and a customer or supplier, the member of staff concerned must bring this to the attention of their manager, so it can be confirmed whether or not there is an actual or potential conflict of interest. The Company will not recruit a colleague's family member or partner into the same department under any circumstances. This may be extended to friendships at the company's discretion.

## Gifts and hospitality

In addition to the duties placed on colleagues by Common and Statutory Law, the Company requires all colleagues to ensure that gifts and hospitality, offered by current or potential suppliers of goods and services to the Company, are reported to and approved by their manager. This applies whether the gifts or hospitality are offered within or outside normal working hours. The only exceptions to this are trivial gifts with a nominal value of less than £20 such as calendars, diary, chocolates or mugs. Gifts of this nature and value can be accepted without the permission of the individual's manager. A register of gifts and hospitality offered by suppliers and potential suppliers of goods and services will be maintained by the Company. Likewise, the Company requires its colleagues to ensure that any gifts valued over £20 which are offered to customers and potential customers are approved by the appropriate manager.

## Smoking

Smoking is not permissible by law in public enclosed areas, including in the workplace or work vehicles. Smoking in the workplace (which includes electronic cigarette products) is therefore prohibited within the Company's premises. If you are unsure where you are allowed to smoke, please see the People Team or speak to your manager. All cigarette butts and rubbish should be disposed of responsibly, and not in violation of known littering laws (Section 87 of The Environmental Protection Act 1990).

Colleagues, guests or learners who wish to smoke before they arrive onsite, at lunch or when they leave should ensure that they are entirely off of the premises before doing so, and are asked not to sit on any of the walls or be in sight of the office building. Colleagues are not permitted to smoke in front of clients, actual or potential, during working hours, either at site visits or at trade exhibitions and colleagues must remove their Parenta lanyards when smoking.

All colleagues are asked to ensure the policy is enforced, and that their own guests and learners are aware of this policy and adhere to it. Any infringement of these rules by a team member may result in appropriate disciplinary action, which will be dealt with in accordance with the Company's disciplinary procedure.

## Drugs and alcohol

The Company does not permit drug or alcohol misuse during working hours, being under the influence of drugs or alcohol whilst at work or encouraging others to misuse alcohol or drugs. Misuse is defined as consumption of drugs or alcohol during working hours (including company events, during breaks, or on the way to work) or attending work under the influence of drugs or alcohol.

If a colleague requests help from the Company prior to Management being aware of poor performance, then in accordance with the disciplinary or capability procedure, any information regarding a colleague's problems with drugs or alcohol will be treated as confidential, subject to our legal obligations. Drug and alcohol misuse may become a matter for disciplinary action in accordance with the disciplinary or capability procedure, particularly where help is refused and/or impaired performance continues. Dismissal may result from disciplinary action. The Company has zero tolerance to the use or dealing of drugs, therefore possession of and dealing in illegal substances will be immediately reported to the police in all cases and will result in summary dismissal; there is no alternative to this procedure.

## Company assets

Any equipment issued to you for the satisfactory completion of your duties (such as laptop, camera, cases, lenses, printers, tripods, cars, mobile phones etc.) shall remain the absolute property of the Company at all times. Colleagues are required to look after their company equipment at all times.

Should there be any loss or damage to any company equipment in your possession, either during or at the end of your employment, at first instance you must notify the Iglu Tech Support [helpdesk@iglutech.com](mailto:helpdesk@iglutech.com). The Company reserves the right to withhold any bonus, commission or pay, in order to recover the cost of the loss or associated damage.

Company electronic devices are provided for business use only, however colleagues will be allowed limited personal use of company electronic devices if work-related, such as a call to advise time to get home. Parenta reserves the right to recover any overcharges associated with non-business related use of company electronic devices.

## Email and internet usage

You are provided with IT equipment for the purpose of enabling you to fulfil the role that you are employed to do. Use of IT equipment for personal reasons must be kept to a minimum and must not interfere with the efficient and effective running of the business.

To avoid introducing viruses which may inhibit or incapacitate the system, we request that you:

- Do not open attachments if you do not know the sender.
- Do not download programs or applications from the internet or install software (unless you have been told to do so by Impreza and have the approval of your manager).
- Do not insert CDs / DVDs / Floppy disks / USB drives (unless you have been told to do so by Impreza).
- Do not load or play games.
- Do not download movies or video clips.
- Do not install background pictures or screensavers (these slow down the system).

All maintenance or upgrades on any Parenta computer system must be arranged by Impreza and approved by your manager. For further information surrounding the use of email and the internet, please refer to our Email and Internet Policy, located within this handbook.

## Confidentiality

The business and personal affairs of our customers and other key stakeholders (including colleagues) in our business are strictly confidential. The relevant government legislation concerning this is the 'General Data Protection Regulation (EU2016/67) (The "GDPR") and there is a detailed policy within this handbook that you must read to ensure you adhere to the requirements of the Regulation. To support confidentiality obligations, we ask that you lock your PC/laptop whenever it is unattended.

All colleagues must complete a GDPR course as part of their induction and undertake an annual CPD refresher. You must comply with the GDPR and associated policies and if you are in any doubt as to what is appropriate, you should ask your manager or the People Team.

## Clear Desk Policy

At Parenta, we handle a lot of sensitive client information, therefore it is imperative that we do not leave sensitive data exposed. For that reason, we ask all colleagues to ensure paperwork on their desk is kept to an absolute minimum and that all desks are free from paperwork at the end of each day. It is equally important to keep your desk free from clutter, waste and any other unnecessary objects that could interfere with efficiency and effectiveness. We have white paper bags around the office, specifically for the disposal of confidential documents. When these bags are full, we ask that you seal them (as instructed) and place them in the allocated location for collection.

## Colleague and learner references

All requests or queries for references and previous employment history must be forwarded to the People Team. You are not permitted under any circumstances to give a written or verbal employment reference on behalf of Parenta and must make it clear that any reference you do give, is given on your behalf in a private capacity (and therefore should not be given on company headed paper or via a Parenta email account).

Learner references should be forwarded to the appropriate Tutor and in their absence the relevant Regional Training Manager. Under no circumstances should any personal information be disclosed when issuing a reference. If in doubt as to what information you can or cannot give out, please see the People Team.

### **Transaction of private business**

Colleagues having official dealings with contractors and other suppliers of goods or services must avoid transacting any kind of private business with them by any means other than via the Company's normal commercial channels. The Head of Finance and Head of People must be informed before any new contracts are finalised.

### **Whistleblowing Policy**

Parenta encourages colleagues who suspect malpractice within their workplace or a nursery that they visit to report their concerns to their manager. This is called 'whistleblowing'. The Public Interest Disclosure Act came into force in 1998 and gives statutory protection to colleagues who legitimately make a disclosure in the public interest which relates to:

- A criminal offence
- Someone's health and safety is in danger
- Risk or actual damage to the environment
- A miscarriage of justice
- The Company is breaking the law
- You believe someone is covering up wrongdoing

It is the responsibility of Parenta to ensure that any reports are thoroughly investigated and findings recorded. If the report relates to their manager, then an SMT member should be approached. If the concern is regarding a learner or their work placement, it should be discussed with the Head of Training Delivery in the first instance and not the workplace manager. If the colleague who has made the report feels victimised or does not believe that their concerns have been taken seriously, they are encouraged to raise the issue with another member of the senior management team at the setting. Any malicious reports that are made by a colleague will lead to disciplinary action. If however, the incident/ case cannot be successfully resolved internally through Parenta processes, an independent, impartial mediation process may be facilitated.

### **Environmental Policy statement**

Parenta believes that all businesses are responsible for achieving good environmental practice and operating in a sustainable manner. We are therefore committed to reducing our environmental impact and continually improving our environmental performance as an integral and fundamental part of our business strategy and operating methods. It is our priority to encourage our customers, suppliers and all business associates to do the same, to help us deliver on our duty of care towards future generations. Our policy is to:

- Wholly support and comply with the requirements of current environmental legislation and codes of practice.
- Minimise our waste and then reuse or recycle as much of it as possible.
- Minimise energy and water usage in our buildings, vehicles and processes in order to conserve supplies, and minimise our consumption of natural resources, especially where they are non-renewable.
- Operate and maintain company vehicles with due regard to environmental issues as far as reasonably practical and encourage the use of alternative means of transport and car sharing.

- Reduce the number of journeys required by conducting online meetings wherever possible.
- Apply the principles of continuous improvement in respect of air, water, noise and light pollution from our premises and reduce any operational impacts on the environment and local community.
- As far as possible, purchase products and services that do the least damage to the environment and encourage others to do the same.
- Ensure that all colleagues understand our Environmental Policy and conform to the high standards it requires.
- Address complaints about any breach of our Environmental Policy promptly and to the satisfaction of all concerned.

## **Presentation**

We want you to be you and for us that means the freedom to express all of yourself whilst you are at work. We do insist that colleagues maintain a clean, tidy, smart and appropriate business-like appearance whilst at work. If your role takes you into contact with customers, clients or members of the public, please give extra consideration to your appearance and dress in a manner which reflects the business. When you are representing Parenta you should maintain a high level of personal grooming.

### **Tattoos and body piercings**

Visible tattoos and ear gauges are not permitted to be worn or displayed at work by colleagues working in a customer-facing, supplier-facing, or applicant-facing position. Earrings are permitted, but other visible body piercings may not be adorned with jewellery whilst at work, unless required for religious purposes and approved in writing by the People Team.

### **Dress code**

Presentation is an important part of your first impression, to both your team and to our clients. We have a business casual dress code and we ask you to consider that, whether or not your job responsibilities place you in direct client contact, you represent Parenta with your appearance as well as your actions.

We ask that you dress appropriately according to the sector and employer environment i.e. a neat and tidy appearance. Our business casual dress code does not include:

- Torn clothing, provocative/revealing/sheer clothing, and clothing with vulgar, obscene, or offensive language, quotations, pictures, or characters;
- Sweatshirts, sweatpants, jogging suits or exercise apparel of any kind;
- T-shirts with offensive logos, halter tops, or shirts/blouses which expose the midriff or excessive cleavage;
- Miniskirts, short shorts or skorts, midriff tops, tube tops, off-the-shoulder, spaghetti straps;
- Tights or leggings, unless worn under a skirt or dress of appropriate length;
- Hats, unless required for religious purposes or to honour cultural tradition;
- Dirty shoes, flip flops or Crocs;
- Any type of hiking, camping, beach wear

If questionable attire is worn in the office or at a site visit, the respective department manager will hold a personal, private discussion with the member of staff to advise and counsel the colleague regarding the inappropriateness of the attire. Repeated violations will result in disciplinary action, up to and including termination. The Company reserves the right to rescind and/or amend this and all company policies, at any time.



# Health and safety statement

Parenta considers the health, safety and welfare of its colleagues and others who may be affected by its activities to be of primary importance to the success of the Company. Parenta recognises that a safe and healthy company is very important to long-term growth, and believes that all work-related incidents and ill health can be prevented.

The Company therefore aims to eliminate all unnecessary and unacceptable risks from the work environment and reduce all remaining risks to a tolerable level. In return, the Company expects colleagues at all levels to exceed their minimum legal duties.

This includes co-operating with us on safety matters and colleagues taking care of their own safety and that of others, whether from within the Company or from outside, who may be affected by their actions. The policy and the way it has operated will be reviewed annually and more often should the business change in nature or size. Any revision necessary to improve safety performance will be made, reported to colleagues, and if necessary, appropriate training/ retraining will be delivered.

The correct way to do any job is the safe way, and the Company undertakes to ensure that colleagues are provided with the resources they need to carry out every job safely. This will include any information, instruction, training or supervision necessary. There is no aspect of our business so important or urgent that time cannot be taken to do it safely.

All colleagues are required to undertake a Health and Safety course as part of their induction and an annual CPD refresher. Please refer to our Health and Safety policy for more information.

## Position expectations & performance reviews

You will be issued with a set of position expectations (job description) upon commencing, which will be relevant to your current position. This gives you a clear understanding of what is expected of you in your role, but if you are unclear or have any problems in performing your duties you must seek assistance from your manager.

Objectives are set annually and reviewed on a regular basis according to business needs. Your line manager will undertake regular reviews of your performance and conduct and will provide you with constructive feedback and ongoing development support. Parenta's formal performance management system includes formal reviews which take place at the end of your probation period, and then quarterly.

All colleagues are reviewed against their individual expectations and performance objectives. All colleagues are encouraged to take an active part in this exercise, making them a two-way (and thereby more constructive) process. Each review point will also include the setting or restating of individual objectives.

Performance reviews and one to ones will be monitored and managed by the People Team.

# Remuneration

Parenta is committed to introducing a balanced approach to support the assessment and measurement of any remuneration decisions. This balanced approach will enable a colleague's performance and conduct to be assessed on a consistent basis using a blend of quantitative and qualitative, financial and non-financial information including:

- quality assurance
- demonstration of the Parenta values
- achievement of individual performance objectives

This balanced approach ensures that appropriate behaviours are rewarded, potential conflicts of interest are avoided, and that short-term sales volume/financial contribution is not weighed inappropriately relative to medium- to long-term outcomes. Sales volume/financial contribution will be an individual performance objective for certain roles and will therefore play a part in the remuneration decision-making process, but it will not outweigh the other considerations listed above.

A company-wide remuneration review will normally take place (but is not guaranteed) at year end (circa April 1st), but no increase to pay or award of bonus or long-term incentive is guaranteed as a result of this review. Colleagues with less than 6 months' service or who are under notice of termination of employment or who are subject to disciplinary procedures will normally be excluded from consideration for a base salary review.

# Benefits

Please note that any changes in statutory legislation may result in any or all of the programmes being amended or withdrawn.

## **Pension**

- 1.0 Parenta will auto-enrol eligible workers into a workplace pension following a 3 month postponement after the start date.
  - 1.1 Parenta's pension scheme is with The People's Pension.
- 2.0 You will be automatically enrolled by a company if;
  - 2.1 You are classed as a 'worker'
  - 2.2 You're aged between 22 and State Pension age
  - 2.3 You earn at least £10,000 per year
  - 2.4 You usually ('ordinarily') work in the UK
- 3.0 Colleagues' pensions will be made up of their contributions, employer's contributions and tax relief.
- 4.0 Colleagues enrolled into the scheme will be paid a percentage of their qualifying earning (which will depend on the current minimum requirement) and will be based on their entire wage before tax.

4.1 Current contribution levels are as follows:

Employer	Colleague	Total Contribution
3%	5%	8%

5.0 Colleagues may choose to leave or opt out of the pension scheme at any time, by opting out online at The People's Pension website.

- 5.1 If you opt out of the scheme within one month of being automatically enrolled, you will be treated as if you had never joined the scheme and any money that you have paid into the scheme will be refunded in full.
- 5.2 You'll only receive back the payments that you are deemed to have made; you're not entitled to receive the contributions your employer may have made or any tax relief the Government has paid.
- 5.3 Should you decide to opt out, or leave, the scheme more than one month after being automatically enrolled, any contributions you have made will be held in the scheme until you can draw pension benefits, unless you opt to transfer your funds into another scheme.
- 5.4 If you would like to opt out, please call The People's Pensions on 0300 2000 555 and let them know that you would like to opt out. Or visit the People's pension website and opt out online.
- 5.5 If colleagues do not meet the criteria in 2.0, they can ask their employer to opt them in.

6.0 Colleagues who leave Parenta will be able to transfer the accumulated contributions out of their People's Pension scheme and into another.

- 6.1 Colleagues will need to initiate the consolidation of pensions with their new provider.

### Private medical insurance

- 1.0 Once you have successfully completed your probationary period you will be eligible to take advantage of private medical insurance (PMI) cover arranged by the Company for its colleagues.
- 2.0 Parenta pays the insurance premiums due on this benefit and there is no charge to you.
  - 2.1 However it is treated as a taxable benefit by HMRC and therefore the Company report the cost of the insurance premiums to them and they will amend your tax code accordingly to take account of this benefit in kind, i.e. you will pay more income tax as a result of receiving this benefit.
  - 2.2 If you are contracted under the Parenta Partners LLP, as a partner receiving benefits from the LLP, you will not have to pay tax on the PMI premiums.
- 3.0 You are not enrolled automatically into this benefit, so if you would like more information or if you would like a quote on how much the insurance premium will be for tax purposes (where applicable), please inform the People Team.
  - 3.1 If you are covered by this benefit, you will receive a membership guide and certificate confirming this.

- 4.0 Your spouse and/or dependents may be added to your company private medical insurance, however the cost of their premium(s) will need to be recovered through monthly post tax salary deductions, for as long as they are covered under your plan.
- 4.1 Should there be any increase to your spouse and/or dependents' monthly premium, the Company will notify you in writing as soon as reasonably practical, and whereby you accept the increase to the premium, the monthly deduction will be adjusted accordingly.
- 5.0 As an insured benefit, any claim will always be subject to the terms of the relevant insurance policy between the Company and the insurer and Parenta cannot take any responsibility for the decisions taken by the insurers about any claim by you.

## Health and Wellbeing

### Musculoskeletal conditions

Should you experience pain in their back, neck, muscles or joints - musculoskeletal conditions, PMI members who have medical history disregarded underwriting are entitled to claim online through Aviva's BacktoBetter service. The number to call is 0800 158 333.

### Stress Helpline

With our Aviva policy, you will have access to a Stress Helpline (0800 158 3349) with a 24 hour counselling service available for all members and their dependents covered on the policy. (This service is for over 16's only).

Aviva has made it easy and convenient to access expert assessment for these problems through the BacktoBetter service. There is no need to see your GP and you can make your claim online through MyAviva.

### Mental Health Support

As part of the PMI, Aviva offer mental health support and counselling without the need for a GP referral\*. The number for the mental health team is 0800 015 7124, you can find more information about this service by visiting the Parenta Intranet.

*\*Terms and conditions apply, please see your policy booklet for more details.*

### Aviva Digital GP

The Aviva Digital GP service effectively gives you a GP in your pocket! This service, via their MyAviva app gives you access to video GP consultations, chat features and pharmacy services. You can download the app from The App Store or Google Play for more details.

### Health and Fitness – Aviva Get Active

Aviva has teamed up with some of the UK's leading private health and fitness clubs and have around 600 gyms nationwide for you to choose from. You can enjoy a discount of up to 25% off gym memberships which is a great discount to help you get active. Terms and conditions can be found at [aviva.co.uk/getactive](https://aviva.co.uk/getactive).

For more information about the PMI and other benefits, please contact a member of the People Team.

# Safeguarding Concern Reporting Map



## Training and Study Sponsorship Policy

- 1.0 Please make your manager and the People Team aware of any learning and development activities you are pursuing.
  - 1.1 Any request for sponsorship, paid or unpaid study leave must be authorised by your manager and the People Team in accordance with this policy.
  - 1.2 A request for such support must be made in writing to your manager explaining how the study programme is relevant to your role, how the Company will benefit and what the total costs will be broken down to on an annual basis.
  - 1.3 Once your application has been reviewed, you will be informed in writing of the terms of the Company's sponsorship. This may include any combination of paid professional subscription, course fees, examination fee and paid/unpaid study (including examination) leave.
  - 1.4 Please update ATLAS (under the 'Training' tab) with details of any learning and development activity you have or will be undertaking, including self-directed study or research, deputising for your manager, stretch assignments and formal training courses/study programmes.
- 2.0 'Study Leave' is defined as absence from normal working duties during your contractual or agreed working time for a period of time, for study in connection with your course degree/exams.
  - 2.1 Decisions to sponsor a colleague will be based upon the priority and relevance of the qualification for carrying out the role.
  - 2.2 Periods of study and examination time requested will be dependent on the qualification, examination, course or scheme of study. This will be at the discretion of your manager and the People Team.
- 3.0 Study time must not be taken during your contractual or agreed working time i.e. no studying is permitted during the hours of 0900-1730 Monday to Friday in your normal place of work, unless pre-approved by your manager.
  - 3.1 Additional study leave over and above the agreed time can be taken as annual leave or unpaid study leave at your manager's discretion.
- 4.0 If a 'pass' or equivalent is not gained at the first sitting of an examination or the qualification is not achieved, study and examination leave will be taken as annual leave or unpaid leave at your manager's discretion.

- 4.1 If a 'pass' or equivalent is not gained at the first sitting of an examination, any further related course and examination fees will be met by the colleague.
- 5.0 During lunch hour breaks, a meeting room may be pre-booked (subject to availability) if you wish to use this time for studying.
- 6.0 In accordance with the Equality Act 2010, should you require additional study support please liaise in the first instance confidentially with the People Team.
- 7.0 To be eligible for support from the Company under this policy the colleague must have successfully completed their probation period and not be under formal disciplinary or improvement action (or have such action contemplated against them) or be working their notice of termination of employment period.
- 7.1 Should you resign or be required to leave the Company due to misconduct or poor performance, the Company reserves the right to recover a percentage of any costs incurred by them for any course/qualification undertaken by you. The payback amount will be proportionate and is calculated using the following timescales:
- 7.1.1 During the training or within 12 months after the date of completion - 100% of the total cost.
  - 7.1.2 12-18 months after the date of completion - 75% of the total cost.
  - 7.1.3 18-24 months after the date of competition - 50% of the total cost.
- 7.2 This applies to those who do not pass their course/qualification or those who leave before completing their course/qualification.
- 7.3 It is both your right and responsibility to understand the costs involved before you commit to any such course/qualification.
- 7.4 The Company will notify you of the amount owed in your final letter and will deduct this amount from your final pay. If your final pay is not enough to cover the amount owed, you will repay any outstanding balance by your last day of employment.
- 7.5 There is no entitlement to funding towards books and materials.
- 8.0 Should you have any questions or require clarity regarding the Training and Study Sponsorship Policy, please liaise with the People Team or your manager.

## Colleague referral programme

- 1.0 The Colleague Referral Programme is a recruiting tool used to attract talent into Parenta. It allows colleagues to receive a referral bonus whilst providing a cost-effective source of good quality candidates for the Company.



- 2.0 If you know someone i.e. an ex-colleague or acquaintance, who may have the right profile (skills, experience, personal qualities and knowledge) for an existing vacancy, then request the person's permission for you to send their CV and contact details to the People Team.
- 2.1 All referrals must be treated in confidence by all those involved and should not be shared outside of the People Team, the hiring management and the colleague making the referral.
- 2.2 If the individual is interested in working for the Company, then you should send their CV and contact details to the People Team confirming the vacancy for which they are applying.
- 2.3 Alternatively, encourage them to email their application directly to the People Team, making sure that they mention that you pointed them in the right direction (if they don't mention your name when applying, the Company will not be able to pay you the referral bonus).
- 2.4 Please ensure that you are clearly identified as the person who has made the referral from the beginning of the process.
- 3.0 The People Team/Hiring Manager will take matters on from here and assess the candidate against the Company's requirements description and person specification.
- 4.0 If the candidate commences employment within 6 months of your referral and successfully completes their probation period, you will be eligible for a referral bonus of £500 gross, which will be paid through the payroll in the month after completion of probation.
- 5.0 Parenta only want to employ high quality colleagues (so please do not refer anyone who you know is unsuitable) and will assess the candidate against the suitability criteria which has been established for the position and make any necessary checks on their background.
- 6.0 A referral bonus (linked to this referral incentive) is not payable to a colleague who:
- 6.1 Is in a commission-based role, and refers an apprentice to Parenta or any of our clients.
- 6.2 Is no longer employed by Parenta or is in their notice period when the bonus is due to be paid;
- 6.3 Introduces a candidate who has already responded to a Company advertisement or been referred by another colleague or 3rd party within the past 12 months;
- 6.4 Introduces a member of their immediate family or of another colleague's immediate family;
- 6.5 Introduces an ex-colleague of the Company who has left the Company's employment less than 2 years' prior to the nomination and/or has been the recipient of a redundancy or severance payment from the Company;
- 6.6 Introduces a candidate who is employed by the Company in a permanent or temporary capacity or who has some other contractual relationship with Parenta (e.g. a contractor).
- 7.0 The following colleagues are not eligible to benefit from this policy:
- 7.1 Colleagues holding positions at Director level and above;
- 7.2 Colleagues working in the People Team;
- 7.3 Managers/Team Leads wishing to introduce potential colleagues who would work within their own team;
- 7.4 Managers actively involved in recruitment and selection as part of their normal job responsibilities;
- 7.5 A colleague (at any level) for whom receipt of a referral bonus could be perceived as a conflict of interest.

- 8.0 The policy is not retrospective, i.e. no referral bonus will be payable related to the introduction of a candidate prior to the policy's introduction.
- 9.0 Please do not refer any colleague of one of the Company's clients/partners without first speaking to a senior manager.
- 10.0 The referral bonus will be paid to you through the payroll and will be subject to relevant deductions. All payments are made at the discretion of the People Team.
- 11.0 Where more than one colleague claims to have referred the same person, or the referral has been made from another source, the People Team will decide whether, or to whom, the recruitment bonus will be paid if the person is hired.
- 12.0 This policy is not part of your contract of employment and may be subject to change, or withdrawal, without notice.

## Eyecare

- 1.0 The Company recognises that visual fatigue is one of the possible hazards associated with display screen work.
- 2.0 The Company encourages colleagues to have an eye test by an optometrist or doctor, every 12-24 months.
- 3.0 There are a number of optometrists who will provide a free eye test such as Vision Express, Specsavers and vouchers are found on their websites and in newspapers.
  - 3.1 If you are unable to find a local optometrist who will provide you with a free eye test, the Company will allow you to claim your eye test through company expenses.
  - 3.2 A receipt for the test must be presented alongside the claim.
- 4.0 Colleagues are to arrange the eyesight test at a time agreed with their manager, ensuring minimal disruption to the business.
- 5.0 Following the eye test, if the optician confirms in writing that glasses are required solely for Display Screen Equipment (DSE) use, you can submit a claim through your membership of the Company's Private Medical Insurance (PMI). Optical benefits claims through the PMI is up to £500 of which the member pays a **£50 excess (each policy year)**. The cost of eye test is **excluded** from the PMI benefits/ claims.
- 6.0 If you are not a member of the PMI, the Company will contribute £25 toward the cost of glasses. Colleagues should obtain a receipt and claim back £25 through company expenses.
  - 6.1 A manager's authorisation to make any payments under this policy will be required.
- 7.0 This policy is not retrospective, therefore it is only applicable as at the date of the Handbook's introduction and thereafter.
- 8.0 This Eyecare Policy is designed to support the Company's compliance with the Working with Display Screen Equipment Regulations 1992.

## London weighting

- 1.0 It is recognised that the cost of living in London and surrounding areas is notably higher than that of the rest of the UK, therefore London Weighting (LW) will be applied to those who are eligible. London weighting will be reflected in your monthly salary payments and will be subject to tax and National Insurance. If you move from the London weighting catchment area, your salary may be adjusted accordingly.
- 2.0 London Weighting payment at Parenta is £2000 per annum (subject to pro rata for part-time colleagues).
- 3.0 London weighting will be reflected in your monthly salary payments and will be subject to tax and National Insurance.
- 4.0 If you move from the London weighting catchment area, your salary may be adjusted accordingly.

# Policies and procedures

Everything the Company does must be done efficiently and in accordance with the policies and procedures outlined within this handbook. Parenta will support any colleague who becomes aware of and is willing to report breaches of our policies, or who genuinely believes that a breach is occurring, has occurred or is likely to occur within the business. In the first instance, colleagues should raise the issue internally with their manager.

Any colleagues who fail to comply with the guidance detailed within this document, could be subject to, following a full investigation, disciplinary action up to and including dismissal. If, through their actions or omissions, colleagues are found to be in contravention of either these policies or, indeed, their legal responsibilities, then the Company reserves the right to take legal action.

## **Attendance and Timekeeping Policy**

- 1.0 Colleagues are expected to be working during the times agreed in their Employment Contract.
  - 1.1 If you are contracted to work a set number of hours per week, but are granted flexibility in the actual start and finish times of that work, then you are expected to work the full amount of hours specified in your contract of employment.
  - 1.2 If you are allowed to work flexibly, you must discuss with your manager the expectations relating to start and finish times, however Parenta reserves the right to default back to set working hours, should the individual, department or business be impacted or disadvantaged by a flexible working hours arrangement.
  - 1.3 When you are working remotely please ensure that you check in with your managers on a daily basis or as previously agreed.
- 2.0 If a colleague is going to be unavoidably late, or is unable to come to work at all because they are unwell or need time off for a dependent, it is their responsibility to personally contact their manager (by telephone) at least half an hour before their normal start time.
  - 2.1 You need to ensure that you have the appropriate contact details and mobile numbers of your manager. You can access contact details for colleagues online using the ATLAS system.
  - 2.2 If you are unable to reach your manager, you are required to leave a voice message and follow up with an email/text or instant message to ensure any handover is reported and to manage expectations for your return. You should also contact a team leader, and in their absence one of your colleagues, to ensure someone is aware of your absence.
  - 2.3 Should we be unable to contact you by midday, we will contact your next of kin to ensure you are safe as is our duty under the Health and Safety regulations.
- 3.0 Any prolonged absence must be communicated to the manager each day until the colleague returns to work, unless the leave of absence has been subsequently approved.
  - 3.1 In circumstances where the colleague is unable to make direct contact, they should arrange for a third party to contact the Company on their behalf, as soon as they are able.
  - 3.2 Absence from work for more than 7 calendar days requires a medical certificate, and any absences under 7 days must be self-certified on return.

- 3.3 Any unreported absence is viewed as unauthorised and, in most cases; the Company will invoke formal disciplinary procedures.
- 3.4 Absence that has gone unreported for more than 5 working days will be considered abandonment of employment, whereby on the end of your fifth working day your employment contract will be terminated.
- 4.0 Colleagues should always inform their manager if they have to leave the office for any reason during working hours.
  - 4.1 Failure to do so could result in disciplinary action.
  - 4.2 Any colleague who is repeatedly late for work, or who is frequently absent, and offers no reasonable explanation will be subject to the disciplinary procedures outlined in the Company's Disciplinary Policy.

## **Working Time Regulations Policy**

- 1.0 Your hours of work will be as set out in your contract of employment.
  - 1.1 It is expected that you will operate some flexibility and may work additional hours when required.
- 2.0 You are entitled to at least 11 consecutive hours rest in every 24 hour period.
  - 2.1 If you are under the age of 18 years, you are entitled to at least 12 consecutive hours rest in every 24 hour period.
  - 2.2 You are entitled to at least 24 hours uninterrupted rest in every seven day period, which can be averaged over a two week period, so you could have less than 24 hours rest one week, as long as the average over two weeks is at least 24 hours.
- 3.0 Your break entitlements will be as set out in your contract of employment.
  - 3.1 If you work for more than six hours in a day, you are entitled to a rest period of at least 20 minutes, therefore you are encouraged to move away from your work station for this period as a minimum, in order to take a proper break from your work.
  - 3.2 If you are under 18 years old, you must take a break of at least 30 minutes if you work for more than 4.5 hours in a day.
  - 3.3 The Working Time Regulation 1998 provides a limit on weekly working of an average of 48 hours. When you signed your contract you acknowledged that you may be required to work in excess of these hours and you agree that the limit on working time will not apply to your employment.
- 4.0 You can opt out of this restriction, whereby you will need to sign a written agreement, which will be kept on your personnel file.
  - 4.1 If you wish to end this agreement, you can do so at any time by giving three months' notice, which must be made in writing and sent to the People team.
  - 4.2 No colleague is under any obligation to enter into an opt-out agreement with the Company.

## **Time Off In Lieu Policy**

- 1.0 Time off in lieu (TOIL) can only be accrued if initiated by Management, in order to address and support specific business needs.

- 1.1 All TOIL must be agreed with your manager and the People team prior to its accrual.
- 2.0 The minimum time which can be worked and counted towards TOIL is a half day.
  - 2.1 If less than a full or half day is worked in addition to a colleague's normal contractual hours, no payment or TOIL will be given for this short period, unless agreed in advance with your manager and the People team.
- 3.0 The record of TOIL that has been accrued will be added to ATLAS by the People team.
  - 3.1 Colleagues can view this in the adjustments tab on their leave record on ATLAS.
  - 3.2 If a colleague believes that the record is wrong, they should inform the People team immediately.
- 4.0 When taking TOIL accrued, it should be booked through ATLAS in the same way as you book leave.
  - 4.1 Please ensure you place 'Using TOIL' in the comments section to show that the TOIL has been used.
- 5.0 Any days that have been accrued to take as TOIL must be taken within 1 month of its accrual.
  - 5.1 If TOIL is not taken within 1 month, it is lost.
- 6.0 As with standard leave, colleagues can only take TOIL on a date and at a time agreed in advance with their manager.
  - 6.1 You should give at least 1 week's notice when requesting to take your accrued TOIL.
  - 6.2 Your manager has the right to refuse a request to take 'time off in lieu' if it proves to be inconvenient for the Company.
- 7.0 If a colleague wishes to extend an agreed holiday period by using TOIL, they must make a request to their manager.
  - 7.1 The manager has the right to refuse this request.
- 8.0 This policy is not retrospective, therefore it is only applicable as at the date of the Handbook's introduction and thereafter.

## Holiday Policy

- 1.0 Parenta's holiday year runs from 1st January to 31st December each year.
  - 1.1 Full-time colleagues are entitled to 33 days leave per year which is made up of 25 days contractual holidays and the 8 statutory bank holidays.
  - 1.2 A week's leave allows colleagues to be away from work for a week - that is the same amount of time as their normal working week.
  - 1.3 You can find your annual leave entitlement for the current leave year on ATLAS.
- 2.0 Colleagues who work part-time but full days will be entitled to holiday calculated on a pro rata basis.

2.1 As an example, if a colleague works 3 days a week the calculation would be as follows:

$$33 \text{ (Full-time annual allowance of 25 + 8 bank holidays)} / 37.5 \text{ (full-time paid hours)} \times 22.5 \text{ (part-time paid hours)} = 20 \text{ (no. of days entitled leave for a full year worked).}$$

3.0 Colleagues who work part-time with reduced hours will be entitled to holiday calculated on a pro rata basis, however your leave will be calculated in hours, rather than days, to ensure any time off is reduced in hours, rather than full days.

3.1 As an example, if a colleague works 5 days a week but only 5.5 hours each day, the calculation would be as follows:

$$247.5 \text{ (Full-time annual allowance including bank holidays, converted into hours - } 33 \times 7.5 \text{ hours)} / 37.5 \text{ (full-time paid hours)} \times 27.5 \text{ (part-time paid hours)} = 181.5 \text{ (no. of hours entitled leave for a full year worked).}$$

4.0 To ensure fairness and accuracy, part-time colleagues will have their bank holidays built into their total balance on ATLAS, and will therefore have these days deducted as 'leave' throughout the year, should the public holidays fall on one of their 'normal working days'.

5.0 If a colleague, whether full-time or part-time, joins the Company during a holiday year, the holiday entitlement will be calculated on the basis of number of weeks worked from the date joined through to the end of the holiday year (December 31st).

5.1 As an example, if a full-time colleague joins the business on October 1st, the calculation would be as follows:

$$33 \text{ (Full-time annual allowance of 25 + 8 bank holidays)} / 52 \text{ (weeks in year)} \times 13 \text{ (weeks worked from start date to December 31st)} = 8 \text{ (days leave entitlement for the year).}$$

6.0 As previously mentioned, the Company observes the 8 bank holidays traditionally observed in England and Wales.

6.1 Bank/public holidays which fall over the weekend will be transferred to the next weekday.

6.2 If colleagues work on a part-time basis, their bank holidays will be calculated on a pro rata basis, but they will have to take any bank holidays which fall within their normal working week as holiday.

6.3 Any colleague who works on a bank holiday at the Company's request will be entitled to take an equivalent number of hours of paid leave, up to maximum of 1 day, in line with the TOIL Policy above.

7.0 An additional 2 days per year may be granted for activities relating to the Parenta Trust, which will be in addition to the standard holiday entitlement.

7.1 The standard application process applies and if these additional days are granted, they will be added to and deducted from ATLAS in the form of TOIL.



- 8.0 A half day of leave may be granted at your manager's discretion.
- 8.1 To calculate your working hours for a half day of leave, minus the contractual lunch break entitlement from your full working day hours and then divide the remaining hours by 2.  
For example:
- 8.5 (Full-time day 9.00 - 17.30) - 1 (full-timer contractual 1 hour for lunch) / 2 = 3.75 (3 hours 45 minutes to be worked for half day).
- 8.2 No lunch breaks will be permitted for a half day.
- 9.0 Colleagues should apply for holiday to their manager using the holiday request facility on ATLAS.
- 9.1 No holiday should be assumed as approved, unless the holiday request is confirmed as 'approved' in ATLAS.
- 9.2 For any holiday of 1 week or more, the colleague should ideally apply at least 4-6 weeks in advance of the proposed start date of the holiday.
- 9.3 For any holiday that is less than 1 week, where possible, at least 2 weeks' notice should be given in advance of the proposed holiday.
- 9.4 Where possible, the Company will try to accommodate individual preferences for holiday dates but the needs of the business may have to take precedence, particularly where short or inadequate notice is given or if other colleagues from within the team have already booked leave over the same period.
- 9.5 Colleagues should not book travel or accommodation until they have received confirmation that they will be allowed to take the holiday from work.
- 9.6 The Company accepts no responsibility for the loss of deposits or other monies if colleagues book holidays in this way.
- 10.0 Any unpaid leave must be booked and approved on ATLAS by requesting leave as you normally would, selecting the 'other leave' button and then selecting the appropriate reason from the drop down menu.
- 10.1 Any leave taken that is not approved through ATLAS will be viewed as unauthorised absence.
- 11.0 The Company reserves the right to nominate certain days when holidays will be taken e.g. Christmas shutdown.
- 11.1 Three days must be reserved each year and used in the week between Christmas and New Year.
- 11.2 For roles that fall within Parenta Training, no leave can be taken in the month of July.
- 12.0 It is accepted that many colleagues have children at school, and hence want to take leave within the school holidays.
- 12.1 Every attempt will be made to meet such requests, but the operational efficiency of the Company must be of the highest priority.

- 13.0 A maximum of 2 weeks (10 working days) may be taken at any one time.
- 13.1 In exceptional circumstances, this may be extended at the discretion of your manager.
  - 13.2 Requests for unpaid leave will not normally be granted unless the circumstances are exceptional. Permission will be given at the discretion of your manager and the People team.
- 14.0 The Company is very keen to ensure that all colleagues have a healthy work-life balance and therefore all colleagues must use up all of their holiday entitlements within the period from January through to December every year.
- 14.1 Holidays which have not been taken during the January - December period may be carried over into the following year.
  - 14.2 If approved, full-time colleagues will be entitled to carry over a maximum of 5 days leave.
  - 14.3 If approved, part-time colleagues will be entitled to carry over a maximum of the total number of hours or days worked within their standard working week. For example, if you work 3 days in a week, you may be eligible to carry over a maximum of 3 days into the following year. If you work 5 days but reduced hours, i.e 27.5 hours, you will be entitled to carry over a maximum of 27.5 hours.
  - 14.4 All carry-over is subject to approval.
  - 14.5 Any leave carried over must be used by the end of March in that year.
- 15.0 If a colleague has a holiday booked before joining the Company, they should make the Company aware when accepting the Offer of Employment.
- 15.1 This holiday will be allowed (if approved prior to commencement) but this might be without pay if the colleague has not accrued sufficient holiday entitlement at this stage.
  - 15.2 New starters will not usually be allowed to take any holiday during the first 3 months of their employment, unless the holiday has been pre-booked and approved prior to joining the business.
- 16.0 Colleagues receive their normal rate of pay on any days which are taken as part of their annual holiday entitlement.
- 17.0 If a colleague is unwell during a period of time that has been booked as holiday, the employer should be notified as soon as possible.
- 17.1 The usual procedure for notification of sickness applies (see Sickness Policy).
  - 17.2 It is accepted that, if the colleague is overseas during the sickness, it might not be possible to notify the employer immediately - but every effort should be made as soon as it is practicable.
  - 17.3 Any days of sickness during a time of booked holiday will be counted as sickness absence, and not holiday leave.
  - 17.4 Hence, the colleague will be entitled to take those days as holiday at another time which is convenient to the Company.
  - 17.5 If the colleague is unable to take the full holiday entitlement during a leave year due to sickness, the colleague will be entitled to carry up to 4 weeks' leave to the next leave year.
- 18.0 If no Company Sick Pay is available, at their manager's discretion, colleagues can opt to use up to 5 days of their contractual holiday entitlement in place of unpaid sickness.

- 19.0 When a colleague is on maternity, paternity, adoption, parental or shared parental leave, annual leave entitlement continues to accrue, which the colleague will be entitled to take upon their return to work.
- 20.0 If a colleague leaves the Company during a holiday year, the holiday entitlement that the colleague would have been allowed up to the date of leaving will be calculated on a pro-rata basis, and any leave already taken will be deducted.
- 20.1 The formula used to calculate pro rata entitlement for those leaving the Company will be as follows:
- Number of days from 1st Jan to last day of employment x colleague's annual holiday allowance (including public holidays) / 52 = accrued holiday and public holiday entitlement from which any holiday or public holiday taken will be deducted.
- 21.0 If a colleague has outstanding holiday entitlement, subject to their manager's discretion, the colleague will either take the outstanding holiday during their notice period or the corresponding amount of money will be paid to the colleague in the final salary payment.
- 21.1 If a colleague has taken more than the pro-rata holiday entitlement, this amount of money will be deducted from their final salary payment.
- 21.2 If the amount of holiday taken equates to more money than the final salary payment, the colleague will not receive a final salary payment and will be required to pay back the additional amount to the Company.
- 22.0 This policy is not retrospective, therefore it is only applicable as at the date of the Handbook's introduction and thereafter.

## Sickness Policy

- 1.0 The Company operates a non-contractual discretionary Company Sick Pay (CSP) Scheme which may be changed or withdrawn at its absolute discretion.
- 1.1 The CSP, which may be paid at the Company's absolute discretion to colleagues during periods of sickness absence, will be at full base salary (and will not include any variable payments such as commission, bonus or allowances) as follows:

Length of service	Maximum CSP during any 12 month rolling period
Probation period	Nil
End of probation period to 24 months	5 days
24+ months to 36 months	8 days
36+ months	10 days

- 1.2 Any sick pay will be inclusive of Statutory Sick Pay entitlements.
- 1.3 Colleagues who work part time will be entitled to CSP calculated on a pro rata basis.
- 1.4 After any CSP is exhausted, pay will revert to statutory entitlement.
- 1.5 CSP will be monitored jointly by managers and the People team.
- 1.6 If colleagues do not follow any part of this procedure, CSP and SSP may be withheld.
- 1.7 No CSP will be paid during a colleague's notice period.

- 2.0 If a colleague is unable to attend work, they must notify their manager via a phone call, at least 30 minutes before their start time on every day of absence, indicating if possible when they expect to return to work.
- 2.1 To support business planning, you will also be required to call your manager towards the end of the day, but before 17:00 pm, to confirm whether it is likely that you will be returning the following day, unless you have been signed off for a period, as confirmed by your doctor.
- 3.0 Your Bradford Factor will be monitored in order to prevent the abuse of Company Sick Pay.
- 3.1 Each colleague's Bradford Factor will be displayed within ATLAS and is calculated by the system's inbuilt formula.
- 3.2 The Bradford Factor is a simple formula that allows companies to apply a relative weighting to colleague unplanned absences (sickness, Doctor's appointments etc) and supports the principal that repeat absences have a greater operational impact than long term sick.
- 3.3 The higher the Bradford Factor number the greater the concern, therefore the Company reserves the right to consider the following actions, should the Bradford Factor numbers, as shown below, be breached:
- 3.3.1 BF 45: Sufficient days for a manager to show concern and advise on possible disciplinary or financial actions, should more absences occur during an identified period.
- 3.3.2 BF 100: Sufficient days for a manager to start disciplinary action (verbal warning, written warning, formal monitoring etc).
- 3.3.3 BF 900: Sufficient days for a manager to consider dismissal.
- 3.4 The Company will ensure it takes appropriate steps in understanding any frequent or long-term absence issues before taking any action.
- 3.5 Please see the Bradford Factor heat map below to further understand how the length and frequency of absences impact your Bradford Factor.

	Number of days										
Occurrences	1	2	3	4	5	6	7	8	9	10	11
1	1	2	3	4	5	6	12	18	24	30	36
2	8	16	24	32	40	48	96	144	192	240	288
3	27	54	81	108	135	162	324	486	648	810	972
4	64	128	192	256	320	384	768	1152	1536	1920	2304
5	125	250	375	500	625	750	1500	2250	3000	3750	4500
6	216	432	648	864	1080	1296	2592	3888	5184	6480	7776
7	343	686	1029	1372	1715	2058	4116	6174	8232	10290	12348
8	512	1024	1536	2048	2560	3072	6144	9216	12288	15360	18432
9	729	1458	2187	2916	3645	4374	8748	13122	17496	21870	26244
10	1000	2000	3000	4000	5000	6000	12000	18000	24000	30000	36000
11	1331	2662	3993	5324	6655	7986	15972	23958	31944	39930	47916
12	1728	3456	5184	6912	8640	10368	20736	31104	41472	51840	62208
13	2197	4394	6591	8788	10985	13182	26364	39546	52728	65910	79092
14	2744	5488	8232	10976	13720	16464	32928	49392	65856	82320	98784
15	3375	6750	10125	13500	16875	20250	40500	60750	81000	101250	121500
16	4096	8192	12288	16384	20480	24576	49152	73728	98304	122880	147456
17	4913	9826	14739	19652	24565	29478	58956	88434	117912	147390	176868
18	5832	11664	17496	23328	29160	34992	69984	104976	139968	174960	209952
19	6859	13718	20577	27436	34295	41154	82308	123462	164616	205770	246924
20	8000	16000	24000	32000	40000	48000	96000	144000	192000	240000	288000
21	9261	18522	27783	37044	46305	55566	111132	166698	222264	277830	333396
22	10648	21296	31944	42592	53240	63888	127776	191664	255552	319440	383328
23	12167	24334	36501	48668	60835	73002	146004	219006	292008	365010	438012
24	13824	27648	41472	55296	69120	82944	165888	248832	331776	414720	497664
25	15625	31250	46875	62500	78125	93750	187500	281250	375000	468750	562500

4.0 It is the Company's policy to help colleagues return to work following sickness absence.

4.1 The Company will record and monitor all sickness absence and feel it is important to know the cause of a colleague's sickness, in case it is work-related.

4.2 The Company will seek to put in place organisational measures, i.e. modified work and/or graduated return to work, including reasonable adjustments that will help a colleague return to work.

5.0 You must complete a self-certification form for the first 7 calendar days of all sickness absences and give it to your manager and the People team.

5.1 This form can be found on ATLAS and must be completed on your return to work if the absence lasts less than 7 calendar days.

5.2 Upon your return to work, you may be required to attend a return to work interview with the People team or your line manager.

6.0 If a colleague is absent by the 8th day (including Saturday and Sunday), they must send a statement of fitness for work ('fit note'), issued by a competent medical professional, to their manager and the People team.

6.1 Current fit notes must cover subsequent periods of absence.

- 6.2 The colleague should agree/adhere to a keeping in touch schedule with their manager and/or the People team regarding their condition, medical advice and likely return to work date.
- 6.3 If colleagues do not follow this procedure, any CSP and SSP may be withheld.
- 7.0 Where a medical appointment takes a colleague out of the office for more than two and half hours, half a day of sickness absence will be allocated on ATLAS and against any CSP (where eligible).
  - 7.1 Where medical appointments only require a colleague to be out of the office for less than two and a half hours, the time must be made up elsewhere (which must be agreed/scheduled with your manager ahead of the appointment).
- 8.0 Statutory Sick Pay (SSP) is a weekly amount set by the government and pro rata based on the number of days worked within a week.
  - 8.1 This is paid by the Company for up to 28 weeks.
  - 8.2 The colleague will not be paid for the first 3 days of absence which are referred to as 'Waiting Days'. Unless the sickness involved COVID-19, please refer to 21.0 in this case.
  - 8.3 The colleague's SSP qualifying days are either Monday to Friday or, in the case of a part-time colleague, the days that they normally work.
  - 8.4 If the colleague is eligible for the payment of SSP, it will be subject to the deduction of tax and National Insurance contributions.
- 9.0 To qualify for Statutory Sick Pay (SSP) you must:
  - 9.1 Be classed as a Parenta colleague or agency worker and have done some work for the Company;
  - 9.2 have been ill for at least 4 days in a row (including non-working days); Unless the sickness involved COVID-19, please refer to 21.0 if this is the case;
  - 9.3 earn at least £112 (before tax) per week;
  - 9.4 tell the Company you are sick on or before the deadline, as referred to in 4.0;
- 10.0 Colleagues won't qualify if they:
  - 10.1 have already received the maximum amount of SSP (28 weeks);
  - 10.2 are getting Statutory Maternity Pay.
- 11.0 Any two Periods of Incapacity for Work (PIWs) for an ongoing illness that are less than 8 weeks apart will be linked. Linking PIWs must each be at least four days long - odd days of sickness do not form a PIW and cannot link.
  - 11.1 Where PIWs are linked and all three Waiting Days have been served in the first PIW, there will be no Waiting Days in any later linked spells of sickness.
- 12.0 In some circumstances, the Company may require the colleague to provide private fit notes for all absences from work due to sickness, regardless of their duration.
  - 12.1 The Company will reimburse the colleague fully for the cost of obtaining these certificates.
  - 12.2 Examples of such circumstances include:
    - 12.2.1 A history of exceptional absenteeism.

12.2.2 An appearance or disposition such that Management are concerned that the colleague may not be receiving adequate medical attention.

- 13.0 Colleagues will not be allowed to return to work until their doctor deems that they are fit to return.
  - 13.1 Requests for temporary adjustments to the colleague's working conditions will be considered by the Company and will be accommodated wherever possible and if company circumstances permit.
  - 13.2 In the case of extended periods of absence, the Company may require that the colleague's fitness to return is confirmed by a medical practitioner of the Company's choice.
- 14.0 The Company reserves the right to require colleagues to be examined by a practitioner of its choice, in order to seek a medical opinion and in order to gain as much information about the colleague's medical condition as possible.
  - 14.1 The Company may also request the colleague's permission to contact their doctor and ask for a medical report covering (amongst other things) the colleague's condition, prognosis, expected return to work.
- 15.0 During any absence, it is important that colleagues keep in touch so that their manager and/or the People team are kept informed of the colleague's health and likely return-to-work date.
  - 15.1 Colleagues may therefore be periodically asked to attend meetings with their manager on work premises, for the purpose of providing information and facilitating an effective return to work.
  - 15.2 If a colleague is too unwell or physically unable to attend the office, the Company reserves the right to visit the colleague at their home or at a neutral venue, as mutually agreed.
- 16.0 If the colleague has a condition that means they might be considered disabled within the meaning of the Equality Act 2010 (EA), the Company has a duty to attempt to make reasonable adjustments to their job to accommodate their requirements.
  - 16.1 The colleague will be fully consulted at all times.
  - 16.2 Reasonable adjustments to be considered may include an adjustment to working hours or working equipment being adapted (or special equipment to be provided) as appropriate, to assist the colleague in continuing to complete their role.
  - 16.3 Where viable, physical adjustments may also be considered i.e. a ramp being required for entry to a building; moving furniture or widening doors.
  - 16.4 If reasonable adjustments or alternative employment prove not to be viable options, and there is no likelihood of a return to work in the near future, a decision to dismiss may be the inevitable outcome.
- 17.0 The Company will be sympathetic when a colleague is ill, but colleagues should appreciate that if they are persistently absent through ill-health or long-term injury or incapacity, it will not be possible for the situation to continue indefinitely, and their employment may be reviewed or terminated.
- 18.0 Termination will not take place without:
  - 18.1 Full consultation with the colleague;
  - 18.2 Medical investigation; and



### 18.3 Consideration of alternative employment.

- 19.0 The Company reserves the right to invoke the Disciplinary Policy if absences exceed 5 episodes or 15 days in any 12 month rolling period.
- 20.0 Sickness and COVID-19:
- 20.1 Sick pay (SSP) for COVID-19 related sickness will be paid from day one of sickness.
  - 20.2 If sickness continues past 28 days, NHS 111 are able to supply you with an online sickness certificate.
  - 20.3 We will require you to get a test for Coronavirus and will need to show us a negative test result for your return to work.
- 21.0 This policy is not retrospective, therefore it is only applicable as at the date of the Handbook's introduction and thereafter.

## Compassionate leave

- 1.0 In the very unfortunate event of the death of a partner, parent, child, grandparent, sibling or stepchild/parent, colleagues may be granted 3 days' compassionate leave on full pay, which includes time off to attend a funeral.
- 1.1 Time off in excess of the 3 days paid compassionate leave will be paid at 50% of your average weekly earnings (excluding any commission or bonuses), up to a maximum of 7 working days.
- 2.0 The manager will discuss the circumstances with the People team and when the colleague returns to work they will confirm what compassionate leave is to be granted and whether or not it is paid.
- 2.1 The manager will also confirm how any time taken in excess of compassionate leave will be treated (e.g. annual leave).
- 3.0 As soon as reasonably practicable, colleagues should contact their manager to explain what has happened.
- 3.1 The Company understands how difficult this kind of event can be and wants to be as supportive as reasonably possible. To that end, and to help manage business issues in the colleague's absence, the Company asks that the colleague keeps their manager fully informed and maintains contact with them during any period of absence.
  - 3.2 To be eligible for paid compassionate leave, as outlined above, Parenta asks that you keep the Company informed of your intended return to work date as soon as you are able.
- 4.0 There is no qualifying period of service required to be entitled to take compassionate leave.
- 4.1 Managers are responsible for notifying the People Team of any absence.
  - 4.2 Compassionate leave must be entered as 'compassionate leave' in ATLAS.
- 5.0 The [Parental Bereavement \(Leave and Pay\) Act 2018](#) provides for at least two weeks' leave for colleagues following the loss of a child under the age of 18 or a stillbirth after 24 weeks of pregnancy.

5.1 Employees with 26 weeks' continuous service will be entitled to two weeks of paid leave at the statutory rate and other colleagues will be entitled to unpaid leave.

6.0 This policy is not retrospective, therefore it is only applicable as at the date of the Handbook's introduction and thereafter.

## **Dependants' leave**

1.0 The Employment Rights Act 1996 allows colleagues to take unpaid leave in the event of an emergency related to a dependant i.e. in the event that your dependant is unwell or needs looking after at short notice.

1.1 A dependant could be a spouse, partner, child, grandchild, parent, or someone who depends on a colleague for care.

1.2 All time off for dependants will need to be taken as unpaid leave.

1.3 The Company may ask you to take annual leave or parental leave if you want to look after your child for longer, however this will be at your manager's discretion.

2.0 Colleagues may take a reasonable amount of time off to deal with the emergency, but there's no set amount of time as it depends on the situation.

2.1 An example may be if a colleague's child falls ill they could take time off to go to the doctor and make care arrangements.

2.2 Colleagues will need to make the Company aware of the emergency and confirm how much time is needed as soon as possible but not later than 30 minutes before their usual start time.

3.0 There are no limits on how many times colleagues can take time off for dependants, however colleagues cannot have time off if they knew about a situation beforehand.

3.1 The Disciplinary Policy may be invoked should excessive amounts of time off for a dependant be impacting your work.

## **Maternity Leave Policy**

1.0 Maternity pay is payable at two rates for a maximum of 39 weeks, as outlined below.

1.1 The Company provides enhanced maternity pay, by paying 100% (rather than 90%) of a colleague's average weekly earnings (before tax), for the first 6 weeks. A colleague's average weekly earnings will be calculated over the 8 week period prior to the official Maternity Leave commencement date.

1.2 Pay will then revert to the statutory entitlement (government set rate), for the remaining 33 weeks.

1.3 Should a colleague choose not to return to work for a minimum of 6 months after their ordinary maternity leave (OML) or additional maternity leave (AML), the Company reserves the right to claim back any additional monies paid above the minimum statutory payment.

2.0 If a colleague has at least 26 weeks' service at the start of the 15th week before their child is born, they will normally be entitled to receive statutory maternity pay (SMP), whether or not they intend to return to work.

- 2.1 A colleague's maternity pay will be paid into their bank account on the same date that they would have received their normal salary and will be subject to the usual deductions for tax, National Insurance and pension contributions.
  - 2.2 If a colleague does not qualify for maternity pay they may be able to claim state maternity allowance.
- 3.0 Colleagues will continue to receive their contractual benefits during their ordinary maternity leave period and their additional maternity leave period (apart from remuneration).
- 3.1 If colleagues and, if applicable, their dependants are eligible for medical insurance, this will continue throughout their maternity leave period.
  - 3.2 While colleagues are on ordinary and additional maternity leave, their contractual holiday entitlement or their statutory holiday entitlement under the Working Time Regulations continues to accrue.
- 4.0 No later than the end of the 15th week before the expected week of childbirth (EWC), colleagues must give notice in writing addressed to their manager. The notice must state:
- 4.1 That the colleague is pregnant.
  - 4.2 The week in which their child is due (note that for these purposes a week begins on a Sunday).
  - 4.3 Whether they intend to take ordinary maternity leave and/or additional maternity leave.
  - 4.4 When they want their maternity leave to start; this date cannot be earlier than the 11th week before the EWC.
- 5.0 The medical practitioner responsible for the colleague's maternity care will provide a MATB1 form after the 24th week of pregnancy and this should be passed on to the colleague's manager and People Team as soon as received.
- 6.0 As soon as practicable after the notification of pregnancy, arrangements will be made for the colleague to meet with their manager. This will be an informal interview, the purpose of which is to ensure that:
- 6.1 They understand their right to ordinary maternity leave and additional maternity leave, including the requirements for them to give appropriate notice.
  - 6.2 The right to return to work after maternity leave is explained, together with any potential opportunities for flexible working.
  - 6.3 Arrangements for time off are known, and any possible health and safety concerns are discussed.
  - 6.4 The colleague is aware of their entitlements to payment during maternity leave.
- 7.0 Colleagues are entitled to take time off during their normal working hours to receive ante-natal care.
- 7.1 Colleagues should try to arrange their appointments at the start or end of their working day, whenever possible.
  - 7.2 Ante-natal care includes:
    - 7.2.1 Appointments with the GP.
    - 7.2.2 Hospital clinics.
    - 7.2.3 Relaxation classes.

- 7.3 Colleagues will be required to produce an appointment card or some other relevant document, confirming all appointments.
- 7.4 Colleagues should advise their manager that they will be absent as far in advance of their appointment as possible.
- 7.5 There will be no deduction from the colleague's salary for authorised ante-natal appointments, including any time spent travelling to and waiting for appointments.
- 8.0 Colleagues are entitled to take 26 weeks' ordinary maternity leave, irrespective of their length of service or the number of hours worked each week, provided they comply with the notification requirements.
- 9.0 If a colleague qualifies for ordinary maternity leave, they will also qualify for additional maternity leave. This is a further 26 week period that starts the day after their OML ends.
- 10.0 The Company will make arrangements for cover during the period of maternity leave and will enable colleagues to keep in touch with any developments at work to ensure smooth transitions at each stage.
  - 10.1 Before starting maternity leave, the colleague will be informed of the arrangements for covering their work and also for remaining in contact whilst they are on leave.
  - 10.2 These arrangements will be finalised in consultation with the colleague.
  - 10.3 Colleagues will usually remain on circulation lists for internal memoranda and other documents, and will be included on invitations to work-related social events.
- 11.0 Colleagues can choose to start their maternity leave at any time after the start of the 11th week before the week in which their child is due, up until the birth of their child.
  - 11.1 If a colleague has properly notified the Company of the date on which they wish to start their maternity leave, they may vary that date provided they notify in writing their manager of the variation at least 28 days before the new date.
- 12.0 If a colleague is absent from work wholly or partly because of pregnancy on the first day after the beginning of the fourth week before the EWC, their ordinary maternity leave will start the following day.
  - 12.1 The colleague needs to notify their manager as soon as is reasonably practicable that they are absent from work wholly or partly because of pregnancy and the date that colleague's absence began. Colleagues will not be entitled to OML unless they have notified their manager correctly.
  - 12.2 If a colleague gives birth before their ordinary maternity leave has started, their OML period will begin on the day that follows childbirth.
  - 12.3 The colleague will not be entitled to OML unless they have notified their manager as soon as is reasonably practicable that they have given birth and the date on which birth occurred.
  - 12.4 If the colleague notifies their manager of their intended start date or that their OML period has been triggered due to premature absence or premature childbirth, the Company will notify the colleague, in writing:
    - 12.4.1 Of the date on which their ordinary maternity leave period will end.
    - 12.4.2 Of the date their additional maternity leave period will end.
  - 12.5 The above notification will be given to the colleague where they have been notified of:

- 12.5.1 The intended start date, or that it has been triggered by premature absence or premature childbirth within 28 days from the date in which the Company received the notification.
  - 12.5.2 A variation, within 28 days of the date on which the colleague's OML period started.
- 13.0 The definition of childbirth is the birth of a child either living or deceased, after 24 weeks of pregnancy.
  - 13.1 Therefore, if a colleague suffers a stillbirth they have the right to maternity leave.
- 14.0 Legislation prohibits colleagues from returning to work during the 2 week period immediately after the birth of their child.
- 15.0 The Company will try to ensure that maternity leave does not cause colleagues any long term disadvantage in relation to their training needs and/or self-development.
- 16.0 Colleagues have the automatic right to come back to work following maternity leave and it is assumed that they will return unless they state otherwise.
  - 16.1 Although a colleague is not required to give any formal notice of returning to work, it will help the Company plan for their return if they contact the Company in advance to discuss their return.
  - 16.2 If a colleague would like to return to work before their maternity leave has ended, they must give at least 8 weeks' notice of the date on which they intend to return.
- 17.0 Colleagues have the right to return to their job after their OML or to a suitable alternative role if this is not practicable after their AML. This is to help the Company seek to avoid putting a colleague into a position of potential redundancy.
  - 17.1 In accordance with statutory requirements, where job losses are unavoidable, a colleague on maternity leave will be given first consideration for any suitable alternative employment that may arise.
  - 17.2 At least 2 weeks before a colleague is due to return to work, they may be invited for an informal meeting with their manager, in order to discuss any material points concerning their return to work. These include:
    - 17.2.1 Updating the colleague on developments at work.
    - 17.2.2 Considering whether any retraining needs have arisen, because of staleness, new technical developments or other changes.
    - 17.2.3 Providing the colleague with the opportunity of indicating whether they wish to be considered for flexible working.
  - 17.3 The interview will also provide an opportunity to discuss and explain any necessary and unavoidable changes to the colleague's work.
- 18.0 The opportunities for flexible working will depend on the needs of the business, but the Company recognises that many women will be interested in reducing their working hours or working at home for a period after their return from maternity leave.
  - 18.1 The Company will make every effort to accommodate requests for part-time working, provided that the colleague's duties can still be effectively carried out on such a basis.
  - 18.2 Any request for contract variations should be made under the Flexible Working Policy.

- 19.0 If colleagues are dissatisfied with any decision made in respect of their maternity rights, they should instigate the Company's formal grievance procedure as set out in this Colleague Handbook.
- 20.0 If a colleague holds a position which has been identified as posing a risk to their health or that of their unborn child, they will be notified immediately and arrangements will be made to eliminate that risk.
- 20.1 For this reason, colleagues are required to notify their manager as soon as they are aware that they are pregnant.
- 20.2 Arrangements will then be made to alter the colleague's working conditions or, if this is not possible, they will be offered a suitable alternative job for the duration of their pregnancy.
- 20.3 If there is no alternative work, the Company reserves the right to suspend a colleague on full pay until they are no longer at risk.
- 20.4 These alternative arrangements may continue for 6 months after the birth of the colleague's child if they are still considered to be at risk.
- 20.5 If colleagues have any concerns about their own health and safety at any time, they should consult their manager immediately.
- 21.0 Colleagues are entitled to work for up to 10 days during their maternity leave without affecting their eligibility to SMP.
- 21.1 These days could be for training, or just for 'keeping in touch'.
- 21.2 Colleagues are under no obligation to work these days, and the Company is under no obligation to offer these days.
- 21.3 The Company will advise a colleague if the opportunity for any such days arises.
- 22.0 If a colleague returns to work immediately after a period of OML, they will return to work in the same job that they left.
- 22.1 If a colleague returns to work from a period of AML, they will be entitled to return to the job in which they were employed before their absence.
- 22.2 If that is not reasonably practicable for the Company, then the colleague will return to another job which is both suitable and appropriate in the circumstances.
- 22.3 A colleague's right to return means that they return on terms and conditions no less favourable than those that would have been applied if they had not been absent and with the same level of seniority, pension rights and other similar rights.
- 22.4 If annual salary reviews occur during the colleague's period of absence, they will be notified of their reviewed salary at this time and receive the reviewed salary upon their return to work, however no salary increase is guaranteed.
- 23.0 If a colleague decides not to return to work, they should notify their manager of their decision immediately.
- 23.1 Colleagues must give notice in accordance with the terms of their contract.
- 23.2 If a colleague has received contractual maternity pay in excess of their statutory entitlement, they will have to repay this amount to the Company upon termination of their contract.
- 23.3 If a colleague cannot return to work because they are ill, they should notify their manager, who will advise how much, if any, sick leave they are entitled to.

- 24.0 A checklist will be completed on a colleague's return to work, to carry out a risk assessment and ensure they have a comfortable and non-complicated return.
- 25.0 This policy is not retrospective, therefore it is only applicable as at the date of the Handbook's introduction and thereafter.

## **Paternity Leave Policy**

- 1.0 During Paternity Leave, eligible colleagues will benefit from an enhanced Paternity Leave pay, which will be given in place of the Statutory Paternity Leave pay.
  - 1.1 Eligible colleagues will receive 50% of their pre-taxed base salary, which is inclusive of any Statutory Paternity Pay (SPP) entitlement, for the first week of leave only.
  - 1.2 Should you opt to take two weeks of Paternity Leave, the first week will be paid as per 1.1, however the second week of leave will be paid at the current SPP rate only.
  - 1.3 All payments are subject to Tax and National Insurance deductions.
  - 1.4 Colleagues must earn an average of at least £112 a week (gross) in an 8 week 'relevant period' to qualify for SPP.
- 2.0 Colleagues can choose to take either 1 week or 2 consecutive weeks' paternity leave (not occasional days or separate weeks) and they can choose to start their leave:
  - 2.1 From the date of the child's birth or placement date.
  - 2.2 On a chosen day after the date of the child's birth or placement but within 56 days.
- 3.0 Colleagues will be eligible for paternity leave if they:
  - 3.1 Have worked for the employer for a minimum of 26 weeks by the 'notification week' (i.e. the end of the 15th week before the expected week of childbirth (EWC)) or, for adoption paternity leave, by the end of the week in which the child's adopter is notified of matching.
  - 3.2 Are the father of the child or the husband or partner of the mother (including same-sex partner).
  - 3.3 Have or expect to have responsibility for the upbringing of the child if they are the father or co-adopter.
  - 3.4 Expect to have the main responsibility for the upbringing of the child if they are the mother's husband or partner but not the child's father.
  - 3.5 Have given the correct notice.
- 4.0 Only 1 period of leave will be available to a colleague even if more than 1 child is born as the result of the same pregnancy.
- 5.0 Colleagues are able to accompany the expected mother to 2 unpaid antenatal appointments, if they are:
  - 5.1 the baby's father;
  - 5.2 the expectant mother's spouse or civil partner;
  - 5.3 in a long-term relationship with the expectant mother; or
  - 5.4 the intended parent (if you're having a baby through a surrogacy arrangement).



- 6.0 Colleagues are required to inform the Company of their intention to take paternity leave in or before the 15th week before the EWC, unless this is not reasonably practicable. They will need to inform their manager in writing of:
- 6.1 The week the baby is expected.
  - 6.2 Whether they wish to take 1 or 2 weeks' leave.
  - 6.3 When they want the leave to start.
- 7.0 Colleagues must inform the Company, in writing, as soon as is reasonably practicable after the child's birth, of the date on which the child was born.
- 8.0 Colleagues may be required to give their manager a signed declaration that they wish to take paternity leave to care for a child or support the child's mother and that they satisfy the eligibility criteria as set out in this policy.
- 9.0 If a colleague has given notice of their intention to take paternity leave and wishes to change the date that their paternity leave begins, they must give written notice 28 days before the new period of leave is due to start.
- 10.0 Colleagues still qualify for leave and pay if the baby is either:
- 10.1 Stillborn from 24 weeks of pregnancy.
  - 10.2 Born alive at any point in the pregnancy but later dies.
- 11.0 Colleagues are entitled to their normal terms and conditions of employment, except for terms relating to wages or salary (unless the contract of employment provides otherwise) throughout their paternity leave.
- 12.0 Colleagues will continue to remain bound by any obligations arising under their contract of employment.
- 13.0 Colleagues have the right to return:
- 13.1 With their seniority, pension rights and similar rights.
  - 13.2 On terms and conditions not less favourable than those which would have applied if they had not been absent.
- 14.0 Colleagues will not be subject to any detriment by the Company because they took or sought to take paternity leave.
- 15.0 If a colleague wishes to take additional paternity leave, they should consult the Shared Parental Leave Policy.
- 16.0 This policy is not retrospective, therefore it is only applicable as at the date of the Handbook's introduction and thereafter.

## Parental Leave Policy

- 1.0 On completion of one year's service, you are entitled to 18 weeks unpaid parental leave for each child born or adopted.
- 1.1 The leave can start once the child is born or placed for adoption, or as soon as the colleague has completed a year's service, whichever is later.
- 2.0 Colleagues can take parental leave at any time up to the child's 18th birthday, but no more than 4 weeks per child can be taken in one year.
  - 2.1 Parental leave must be taken in blocks of 1 week.
  - 2.2 If you have taken parental leave with a previous employer, you must notify the Company of the total amount you have taken.
  - 2.3 Your employment rights are protected whilst you are on parental leave.
  - 2.4 You have the right to return to the same job or, if more than 4 weeks' leave is taken, to a similar job with the same or better terms and conditions.
- 3.0 Notice must be given 21 days before the date on which the leave is to begin.
  - 3.1 The notice given must specify your intention to take parental leave and the dates on which the period of leave is to begin and end.
  - 3.2 Leave must be taken in blocks of 1 week, or if the child qualifies for a disability living allowance, the leave can be taken as single days or multiples of a day.
  - 3.3 You may not take more than 4 weeks' leave in respect of an individual child during a particular year.
- 4.0 As soon as practicable after you have notified the Company that you intend to take parental leave, arrangements will be made for you to meet with the People team to confirm that:
  - 4.1 You understand your rights to parental leave and the requirements to give appropriate notice.
  - 4.2 The right to return to work is explained, together with any potential opportunities for flexible working.
  - 4.3 Arrangements for time off are known, and any possible health and safety concerns are discussed.
  - 4.4 You are aware that the leave from work is unpaid.
- 5.0 Once you have given the Company notice of your intention to take parental leave, you must comply with any request to produce evidence of your entitlement.
  - 5.1 The type of evidence that the Company may request should show:
    - 5.1.1 Your responsibility or expected responsibility for the child in respect of whom you propose to take parental leave.
    - 5.1.2 The child's date of birth, or in the case of a child who was placed with you for adoption, the date on which the placement began, and;
    - 5.1.3 In the case where your entitlement depends on whether the child is entitled to disability living allowance (i.e. to take a period of leave for less than a week), you will need to prove the child's entitlement to that allowance.

- 5.2 No request will be made by the Company unless it is reasonable.
- 5.3 You will not be entitled to parental leave unless you have complied with the request to produce evidence of your entitlement.
- 6.0 Arrangements will be made for cover of your workload, and you will be kept in touch with any important work developments.
  - 6.1 The Company will ensure that you remain on circulation lists for internal memoranda and will be included in invitations to work-related social events.
  - 6.2 During the parental leave period you will continue to be bound by your contractual obligations to the Company.
  - 6.3 The disciplinary and grievance procedures continue to apply, as does any entitlement to compensation for redundancy.
  - 6.4 The Company will try to ensure that parental leave does not cause any long term disadvantage to you concerning your training needs and self-development.
- 7.0 If the period of leave is 4 weeks or less, you have the right to return to the same job.
  - 7.1 If the period is more than 4 weeks, (because it follows on from other statutory leave), then the right is to return to the same job.
  - 7.2 If that is not practicable, you have the right to return to a similar job which has the same or better status, terms and conditions as the old job.
  - 7.3 If you are entitled to return to the same job that means a right to return with the seniority, pension rights and similar rights, and on terms and conditions not less favourable than those which would have been applied if you had not been absent.
  - 7.4 You will not to be subjected to any detriment by the Company for taking or requesting parental leave.
- 8.0 If business operations are unduly disrupted by the planned parental leave, it may be postponed if absolutely necessary.
  - 8.1 If leave is to be postponed, the Company will write to you to confirm the reasons why and a suitable alternative date for leave to be taken.
  - 8.2 Alternative dates will be within 6 months of the requested leave date.

## Shared Parental Leave Policy

- 1.0 Shared Parental Leave (SPL) gives colleagues with caring responsibilities for babies or newly adopted children the opportunity to share up to 52 weeks' leave should they wish to do so.
  - 1.1 Parents taking SPL can take leave in separate blocks of at least 1 week, returning to work in between blocks, and can be on leave at the same time.
  - 1.2 Eligible colleagues are entitled to submit up to 3 'period of leave' notices and are entitled to take SPL on those dates if a continuous period of leave is requested.
  - 1.3 SPL must be taken within a 1 year period beginning with the date of the child's birth or the child's placement for adoption.
  - 1.4 SPL is in addition to the statutory right to 2 weeks' paternity leave for fathers and partners.
  - 1.5 If a colleague wishes to take paternity leave they must do so before they take any SPL. Please refer to the Paternity Leave Policy.

- 2.0 Under Shared Parental Leave, a woman will have the right to bring her maternity/adoption leave and pay period to an end early and convert the outstanding period of maternity/adoption leave and pay into a period of shared parental leave and pay that can be taken by either parent.
- 2.1 SPL can be taken in a more flexible way than maternity leave.
- 2.2 It does not have to be a single continuous period; leave periods can be as little as a week and both parents can be absent from work at the same time.
- 3.0 SPL must be taken before the child's first birthday, and can be taken in addition to ordinary paternity leave or parental leave.
- 4.0 Colleagues will be eligible for SPL if:
- 4.1 Their child has an expected week of childbirth (EWC) or their child has an adoption placement date starting on or after 5 April 2015.
- 4.2 They are the mother, father, or main adopter of the child or the partner of the mother or main adopter.
- 4.3 They have (or share with their partner) the main responsibility for the care of the child.
- 4.4 They have at least 26 weeks' continuous service at the 15th week before the expected week of birth or at the week in which the main adopter was notified of having been matched for adoption with the child (known as the 'relevant week').
- 4.5 They are still in continuous employment until the week before any SPL is taken.
- 4.6 Their partner has at least 26 weeks' employment (employed or self-employed) out of the 66 weeks prior to the relevant week.
- 4.7 Their partner has average weekly earnings of at least £30 during at least 13 of the 66 weeks prior to the relevant week.
- 5.0 If a colleague meets these conditions, but their partner does not, they may be entitled to the whole SPL period.
- 5.1 The maximum of 52 weeks' SPL will be reduced by the number of weeks maternity or adoption leave or pay that has already been taken by their partner.
- 6.0 In addition to the requirements regarding entitlement to leave outlined above, if the colleague wishes to claim Shared Parental Pay (ShPP) they must have average weekly earnings equal to or above the Lower Earnings Limit over the 8 week period ending with the relevant week.
- 6.1 A maximum of 39 weeks' ShPP is payable.
- 6.2 ShPP will be reduced by the number of weeks' statutory maternity/adoption pay or maternity allowance already taken by the mother or main adopter.
- 6.3 ShPP is a standard weekly rate (or 90 per cent of the colleague's normal weekly earnings if this is lower) which is set by government each tax year.
- 7.0 If a colleague wishes to take SPL, they should notify their manager in the first instance. Following this meeting they will be required to follow the specific and detailed notification requirements.

- 8.0 Colleagues must notify the Company in writing at least 8 weeks before the start date of the first period of SPL. The written notice must contain the following information:
- 8.1 The colleague's name and the other parent's name.
  - 8.2 The start and end dates of the mother's or main adopter's maternity/adoption leave (or the start and end dates of the statutory maternity/adoption pay or maternity allowance period if the mother/main adopter is not entitled to statutory leave).
  - 8.3 The expected date of birth/placement and the actual date of birth/placement if the written notice is given after the birth/placement.
  - 8.4 The amount of SPL and ShPP available and an indication of how much each parent intends to take.
  - 8.5 An indication of the start and end dates of the periods of SPL and ShPP that they intend to take.
  - 8.6 A declaration that confirms the colleague meets the conditions for entitlement to SPL, the information provided is accurate and that the colleagues will notify the Company immediately if they cease to meet the conditions for entitlement.
  - 8.7 A declaration from the other parent containing name, address, National Insurance number, a confirmation that they meet the employment and earnings conditions, consent to the amount of leave the colleague intends to take and a confirmation that they will immediately inform the Company if they cease to satisfy the employment and earnings conditions.
- 9.0 At the same time that a colleague's notice of entitlement and intention to take SPL is submitted, their partner must give their employer a leave and pay curtailment notice giving 8 weeks' notice of the date on which maternity/adoption leave and/or pay is to end.
- 9.1 If the mother is only entitled to maternity allowance (and not maternity leave) her notice of curtailment must be submitted to Jobcentre Plus.
  - 9.2 Her maternity allowance cannot be reinstated, so she is in effect giving consent for her partner to take the whole of any ShPP entitlement.
- 10.0 Notice of curtailment is usually binding, but may be revoked in the following circumstances:
- 10.1 If it becomes apparent that neither parent is entitled to SPL or ShPP.
  - 10.2 If the curtailment notice was given before the birth and is revoked within 6 weeks of the birth (in this case another curtailment notice can be submitted).
  - 10.3 If the other parent dies.
- 11.0 In practice, at least the first period of SPL will be identified in the initial notice of entitlement and intention to take SPL.
- 11.1 Colleagues are entitled to submit a maximum of a further 2 'period of leave' notices.
  - 11.2 Each notice must be given at least 8 weeks before the start of a period of leave, stating the dates of the leave and the dates on which ShPP will be claimed, if applicable.
  - 11.3 If the first 'period of leave' notice is given prior to the birth of a child, the notice may express the start date in relation to the date of birth, for example starting 2 weeks after the baby is born for a period of 4 weeks.
- 12.0 The Company may request a copy of the child's birth certificate and the name and address of the other parent's employer.

- 13.0 In the case of adoption, the Company may request the name and address of the other parent's employer, along with evidence confirming the following:
- 13.1 The name and address of the adoption agency.
  - 13.2 The date that the main adopter was notified of having been matched for adoption with the child.
  - 13.3 The date on which the adoption agency expects to place the child.
  - 13.4 Any such request will be made by the Company within 14 days of the colleague receiving their notice of entitlement and intention to take SPL and ShPP.
  - 13.5 Colleagues must respond to the request for evidence within 14 days (or within 14 days of the birth of the child if the request was made before the child was born).
  - 13.6 If a birth certificate has not yet been issued, the colleague must sign a declaration stating that fact, along with the date and location of the child's birth. If the other parent has no employer, this must also be declared.
- 14.0 If a continuous period of leave is requested in each period of leave notice, colleagues will be entitled to take that period of leave and this will be confirmed in writing.
- 15.0 If more than 1 period of leave is requested in a 'period of leave' notice, the manager will seek to accommodate the request but this cannot be guaranteed.
- 15.1 The manager will discuss the request with colleagues, to determine if it can be accommodated.
  - 15.2 If it cannot be accommodated, there may be an alternative pattern of leave which can be agreed, or the request may be refused.
  - 15.3 The manager's decision will be confirmed in writing.
- 16.0 If no agreement is reached within 2 weeks of the period of leave notice being submitted, colleagues can:
- 16.1 Take the discontinuous periods of leave requested in one continuous block, beginning on the original start date.
  - 16.2 Take the continuous block starting on a new date, as long as the new date is later than the original start date, and they notify the Company of the new date within 5 days of the 2 week period referred to above.
  - 16.3 Withdraw the request at any time up to the 15th day after it was originally made.
  - 16.4 If the request is withdrawn in these circumstances, it will not count as one of their 3 requests.
- 17.0 Colleagues are entitled to submit a request to vary a period of leave in the following ways:
- 17.1 Vary the start or end date as long as the variation is requested at least 8 weeks before the original start date and the new start date.
  - 17.2 Vary or cancel the amount of leave requested at least 8 weeks before the original start date.
  - 17.3 Request that a single period of leave become a discontinuous period of leave, or vice versa.
  - 17.4 A variation will count as one of the 3 'period of leave' notices unless:
    - 17.4.1 It is made as a result of the child being born earlier or later than the EWC.
    - 17.4.2 The Company has requested the variation.
    - 17.4.3 The Company has agreed to accept more than the 'period of leave' notice.

- 18.0 The usual 8 week notice requirement may be modified if a colleague's child is born early and the new start date for the period of leave is the same length of time following the birth as in the original notice.
- 18.1 In this case, notice to vary the start date should be given as soon as reasonably practicable after the birth of the child.
- 19.0 Colleagues may be asked to attend work on occasional days during their SPL period. These days could be for training, to attend department meetings, or just for keeping in touch. These are referred to as 'Shared Parental Leave in Touch' days (SPLIT).
- 19.1 The 20 SPLIT days available during SPL are in addition to the 10 KIT days available during maternity and adoption leave.
- 19.2 Colleagues may work for up to 20 days without bringing the SPL to an end, but work during SPL will not have the effect of extending their SPL period.
- 19.3 If a colleague does work, they will be paid their normal rate of pay inclusive of any ShPP entitlement.
- 19.4 Colleagues are under no obligation to work during SPL, and the Company is under no obligation to offer work.
- 20.0 Colleagues will continue to receive their usual contractual benefits during their SPL period (apart from remuneration).
- 20.1 While colleagues are on SPL their contractual holiday entitlement continues to accrue. The manager will discuss appropriate arrangements for taking holiday entitlements before a colleague's SPL starts.
- 21.0 If a colleague wishes to return early from SPL, or extend the period of their SPL, they must notify the Company at least 8 weeks before both the original end date and the new end date.
- 22.0 If a colleague returns to work immediately after a period of SPL which (together with any statutory maternity/adoption leave they may have taken to care for the same child) was 26 weeks or less, they will return to work in the same job that they left.
- 23.0 If a colleague returns to work from a period of SPL which (together with any maternity/adoption leave they may have taken to care for the same child) was 26 weeks or more, they will normally be entitled to return to the job in which they were employed before their absence.
- 23.1 If that is not reasonably practicable for the Company, then they will return to another job which is both suitable and appropriate in the circumstances.
- 23.2 The colleague's right to return means that they return on terms and conditions no less favourable than those that would have been applied if they had not been absent and with the same level of seniority, pension rights and other similar rights.



## Adoption Leave Policy

- 1.0 Statutory Adoption Pay (SAP) is payable at two rates for a maximum of 39 weeks, as outlined below.
  - 1.1 The Company provides enhanced adoption pay, by paying 100% (rather than 90%) of a colleague's average weekly earnings (before tax), for the first 6 weeks.
  - 1.2 Pay will then revert to the statutory entitlement (government set rate), for the remaining 33 weeks.
  - 1.3 Should a colleague choose not to return to work for a minimum of 6 months after their ordinary adoption leave (OAL) or additional adoption leave (AAL), the Company reserves the right to claim back any additional monies paid above the minimum statutory payment.
- 2.0 Once a colleague has notified the Company that they will be adopting a child, arrangements will be made for them to meet with their manager. This will be an informal interview, the purpose of which is to confirm that:
  - 2.1 The colleague's right to ordinary and additional adoption leave is understood, including the requirements to give appropriate notice.
  - 2.2 The right to return is explained, together with any potential opportunities for flexible working arrangements.
  - 2.3 Arrangements for time off are known, and any possible health and safety concerns are discussed.
  - 2.4 The colleague knows their entitlements to payment during adoption leave.
- 3.0 Colleagues are entitled to up to 26 weeks' ordinary adoption leave (OAL) followed immediately by up to 26 weeks' additional adoption leave (AAL).
  - 3.1 This gives a colleague a maximum of 52 weeks' leave in total.
  - 3.2 Only 1 period of leave is available even if a colleague is adopting more than one child.
- 4.0 If the child's placement ends during adoption leave, the colleague will be able to take up to 8 weeks' adoption leave after the end of the placement.
- 5.0 Adoption leave can start:
  - 5.1 From the date of the child's placement (whether this is earlier or later than expected).
  - 5.2 From a fixed date which can be up to 14 days before the expected date of placement.
- 6.0 The Company will ensure arrangements are made for cover during the period of adoption leave, and also for enabling colleagues to keep in touch with any developments at work to ensure smooth transitions at each stage.
  - 6.1 Before the start of adoption leave, the colleague will be informed of the arrangements for covering their work and also for remaining in contact whilst they are on leave.
  - 6.2 These arrangements will be finalised in consultation with the colleague as far ahead as possible. If they have a team reporting to them, they will be involved in all decisions relating to the temporary reporting arrangements to cover their leave.
  - 6.3 In addition, colleagues will usually remain on circulation lists for internal memoranda and other documents, and will be invited to work-related social events.

- 7.0 The Company will try to ensure that adoption leave does not cause colleagues any long-term disadvantage in relation to their training needs and self-development.
- 8.0 As colleagues have the right to return to work in their old job, the Company will seek to avoid placing a colleague into a position of potential redundancy whilst on adoption leave.
- 8.1 In accordance with statutory requirements, where job losses are unavoidable the colleague will be given first consideration for any suitable alternative employment that may arise.
- 9.0 At least 2 weeks before a colleague is due to return to work, they will be invited for an informal meeting with their manager. This is in order to discuss any material points concerning their return to work. These include:
- 9.1 Updating the colleague on developments at work.
- 9.2 Considering whether any retraining needs have arisen because of staleness, new technical developments or other changes. It is the Company's aim to ensure that adoption leave does not put colleagues at a disadvantage in relation to skills or training needs.
- 9.3 Confirming the details of any agreed flexible working arrangements.
- 9.4 Providing the colleague with an opportunity to discuss and explain any necessary and unavoidable changes to their work.
- 10.0 Adoption leave and pay will be available to:
- 10.1 Colleagues who adopt.
- 10.2 One member of a couple where the couple adopt jointly. In this case, the couple may choose which partner takes adoption leave. The partner who doesn't take the adoption leave may be entitled to paternity leave and pay.
- 11.0 To qualify for adoption leave colleagues must:
- 11.1 Be newly matched with a child for adoption by an approved adoption agency (this right will not therefore apply to step-parents adopting a step-child); or
- 11.2 In the case of surrogacy adoption leave, be in receipt of, or in the process of applying for, a parental order.
- 11.3 The definition of 'matched for adoption' includes placement of a child with local authority foster parents who are prospective adopters under the fostering for adoption scheme.
- 12.0 Colleagues who intend to adopt a child are entitled to time off to attend adoption appointments.
- 12.1 Adoption appointments refer to those which take place after the colleague is notified that a child is to be placed with them for adoption (or for a fostering for adoption placement) and before the placement occurs.
- 12.2 The amount of time off (and entitlement to pay) depends on whether the colleague has elected to be the main adopter or is the partner of the main adopter.
- 12.3 No request for time off will be unreasonably refused.
- 13.0 The main adopter is entitled to time off to attend adoption appointments on up to 5 occasions.
- 13.1 The maximum time off which can be taken on each occasion is 6.5 hours.
- 13.2 Time off will be paid at the colleague's normal rate of pay.

- 14.0 The partner of the main adopter is entitled to time off to attend up to 2 adoption appointments, where the time off will be unpaid.
- 14.1 The maximum amount of time off which can be taken on each occasion is 6.5 hours.
- 14.2 Requests for time off on more than two occasions will be considered at the manager's discretion.
- 15.0 Colleagues may be required to submit a written declaration to their manager confirming the following:
- 15.1 that they would like to take either paid time off or unpaid time off;
- 15.2 the date and time of the appointment;
- 15.3 that the appointment has been arranged by or at the request of the adoption agency.
- 16.0 Colleagues who have applied for (or intend to apply for) a parental order in a surrogacy situation have the right to unpaid time off to attend up to 2 ante-natal appointments with the birth mother.
- 17.0 Colleagues are required to inform their manager in writing of their intention to take adoption leave within 7 days of being notified that they have been matched with a child for adoption, unless this is not reasonably practicable. Colleagues will need to state:
- 17.1 When their child is expected to be placed with them; and
- 17.2 When they want their adoption leave to start.
- 18.0 Colleagues will also have to provide the Company with a 'matching certificate' from the adoption agency.
- 19.0 Colleagues can change their mind about the date they want to start their adoption leave, but will have to inform their manager at least 28 days in advance, unless this is not reasonably practicable.
- 20.0 The Company will write to the colleague within 28 days of receiving their notice, setting out the date on which they expect the colleague to return to work if the full entitlement to adoption leave is taken.
- 21.0 Colleagues will continue to receive their contractual benefits during their ordinary adoption leave period and their additional adoption leave period (apart from remuneration).
- 22.0 While a colleague is on adoption leave their contractual holiday entitlement continues to accrue.
- 22.1 The manager will discuss arrangements for taking holiday entitlement with the colleague.
- 22.2 This may include arranging for the colleague to take holidays immediately before and/or after their adoption leave.
- 23.0 Colleagues have the right to return:
- 23.1 With their seniority, pension rights and similar rights; and
- 23.2 On terms and conditions no less favourable than those which would have applied if they had not been absent.

- 24.0 Colleagues will not be subject to any detriment by the Company because they took or sought to take adoption leave.
- 25.0 If a colleague wishes to return to work before the end of their adoption leave period, they must give at least 8 weeks' advance notice in writing.
  - 25.1 An 8 week notice period also applies if the colleague wishes to bring their adoption leave to an end early in order to take shared parental leave.
  - 25.2 Please refer to the Shared Parental Leave Policy for further information on entitlements, eligibility and notice requirements.
- 26.0 Colleagues are entitled to work for up to 10 days during their adoption leave without affecting their eligibility to SAP.
  - 26.1 These days could be for training or just for 'Keeping in Touch' (KIT days).
  - 26.2 Colleagues are under no obligation to work these days, and the Company is under no obligation to provide these days.

## Neonatal Care Rights Policy

This policy applies to babies born on or after 6 April 2025 and addresses situations where a baby requires specialist hospital care after birth. Neonatal Leave applies in both birth and adoption cases if specific conditions, as outlined below, are met.

- 1.0 Neonatal care must commence within the first 28 days after a baby's birth and includes:
  - 1.1 Hospital care following birth.
  - 1.2 Ongoing medical care after a hospital stay, under the direction of a consultant, including continued monitoring or visits arranged by the health care professional by the hospital.
  - 1.3 Palliative or end-of-life care.
- 2.0 Neonatal Leave Entitlement

Employees are entitled to up to a maximum of 12 weeks of Neonatal Leave if their baby requires neonatal care for seven or more continuous days.

  - 2.1 Even if multiple babies from the same pregnancy require neonatal care, an employee's maximum Neonatal Leave would still be 12 weeks.
  - 2.2 You will accrue a week's entitlement of Neonatal Leave for every full week that your baby receives neonatal care.
  - 2.3 In adoption cases, the baby must have been placed with you at the time of the relevant neonatal care.
  - 2.4 You must take the Neonatal Leave to care for your baby and have responsibility for the baby's upbringing. You must be either the baby's parent or the partner of the baby's mother or adopter.
  - 2.5 Your Neonatal Leave must be taken as periods of a full week, not single days or parts of a week. Neonatal Leave can be taken in periods that are classed as either a Tier 1 or Tier 2 period, as explained below.
- 3.0 Tier 1 Period

This period runs from the start of neonatal care until the seventh day after the baby stops receiving neonatal care. If neonatal care restarts within the first 28 days after birth for at least seven days or more, this would still be classed as Tier 1 leave.

During the Tier 1 period:

- 3.1 The Neonatal Leave can be taken in non-consecutive or consecutive week blocks, after your baby has received seven days of continuous neonatal care.
- 3.2 You must give notice in respect of each week of absence on Neonatal Leave by no later than your first day of absence in that week or if this is not reasonably practicable, as soon as reasonably practicable thereafter.
- 3.3 You must confirm certain information when giving this notice, including your baby's date of birth, the date their neonatal care started and if it has ended, the date it ended. This notice does not have to be in writing, but if you use the 'Neonatal Care Notification Form', this sets out the information required to provide valid notice. Furthermore, this form will be required to receive the statutory pay (if applicable) – see below.

#### 4.0 Tier 2 period

This period is any other time during which you are entitled to take Neonatal Leave.

During the Tier 2 period:

- 4.1 The Neonatal Leave must be taken in a block of consecutive weeks.
- 4.2 You must give notice by no later than 15 days before the first day of absence, where the Neonatal Leave is a single week or by no later than 28 days before the first day of absence, where the Neonatal Leave is for two or more consecutive weeks.
- 4.3 You can cancel Neonatal Leave in Tier 2 by giving the same notice periods.
- 4.4 Notice must contain certain information and must be in writing. You should use the 'Neonatal Care Notification Form' as this sets out the required written information.
- 4.5 Your Neonatal Leave must be taken within 68 weeks of your baby's birth. In many cases you may already be on other statutory leave such as maternity, adoption or paternity leave during the neonatal care and therefore, this extended period allows you to take the Neonatal Leave following completion of your other statutory leave.
- 4.6 Throughout your Neonatal Leave, all your terms and conditions of employment are maintained with the sole exception of pay.

#### 5.0 Neonatal Care Pay

This period is any other time during which you are entitled to take Neonatal Leave.

During the Tier 2 period:

- 5.1 If you are entitled to Neonatal Leave, you may also be entitled to be paid Statutory Neonatal Care Pay (SNCP). You will be entitled to SNCP if:
  - 5.1.1 You have been continuously employed for 26 weeks at the 15th week before the Expected Week of Childbirth ('the EWC') or (in the case of adoption) the week in which you were notified of an adoption match; and
  - 5.1.2 Your average earnings were above the National Insurance lower earnings limit during the eight weeks up to and including the 15th week before the EWC or (in the case of adoption) before the week in which you were notified of an adoption match.
- 5.2 If you are eligible, SNCP is paid for the entire Neonatal Leave period that you have accrued and is the lesser of:
  - 5.2.1 the standard rate of SNCP (applicable at the time); or
  - 5.2.2 90% of average weekly earnings.

## 6.0 SNCP Notification

- 6.1 You must give notice in writing to receive SNCP.
- 6.2 During the Tier 1 period, you must give written notice no more than 28 days after the start of the relevant week of Neonatal Leave, or if this is not reasonably practicable, as soon as reasonably practicable thereafter.
- 6.3 During the Tier 2 period, you must give written notice by no later than 15 days before the first day of the Neonatal Leave, where the SNCP is for a single week, or by no later than 28 days before the start of the Neonatal Leave, where the SNCP is for two or more consecutive weeks.
- 6.4 Your notice must contain certain information and you should use the 'SNCP' section on the 'Neonatal Care Notification Form' as this sets out the required written information.
- 6.5 Finally, we know this will be a stressful time and we would encourage you reach out for appropriate support.

## Secondary Employment

- 1.0 The Company recognises that, from time to time, colleagues may seek to take up separate employment with another employer or pursue outside business interests whilst still remaining in the Company's employment.
- 2.0 Although the Company has no desire to restrict an colleague's external activities, it must seek to protect its own interest and those of all its colleagues.
  - 2.1 To this end, colleagues will not be permitted to undertake business activities or other work where the Company considers that this is either incompatible with its interests or incompatible with the standards of business conduct.
- 3.0 Colleagues must obtain the written authorisation of the People team prior to accepting secondary employment.
- 4.0 If a colleague proposes taking up external employment or pursuing separate business interests, the colleague must request a meeting with the People team with a view to establishing the likely impact of these activities on the Company.
  - 4.1 The colleague will be asked to provide full details of the proposed work and specific consideration should be given to the following areas.
    - 4.1.1 Working hours - Is the colleague proposing to conduct his/her affairs entirely outside their contractual hours or work, or is there likely to be some overlap?
    - 4.1.2 Conflict of interest - Is the colleague intending to work in competition with the Company, either in his/her own right or for a competing organisation? If so, is there a real risk of a conflict of interest and/or confidential information being used to the Company's detriment?

- 4.1.3 Health, Safety and Welfare - Is the colleague proposing to carry out work which is inherently hazardous and where the risk of injury is high (should the colleague become injured or fall sick as a result of other work, Company sick pay entitlement will be affected) and is the extra work likely to cause undue fatigue, stress etc which will affect job performance with the Company?
  - 4.1.4 Outside interests of employment and transactions of private business - Is the colleague involved in a Company likely to seek to do business with Parenta; see standards of business conduct- declaration of interest
- 5.0 If, after investigation, the People team considers that the proposed activities are incompatible with the individual's obligations to the Company, permission will be refused.
  - 5.1 This should be notified to the colleague in writing, detailing the reasons for refusal.
  - 5.2 If colleagues are dissatisfied with the decision, they should make use of the Company's Grievance Procedure.
- 6.0 Where a colleague's proposed work does not significantly affect their employment with the Company, permission will be given in writing to the colleague.
- 7.0 Should external activities subsequently have an effect on their employment, permission may be withdrawn.
  - 7.1 Additionally, colleagues should be advised that any material changes to the circumstances of their outside interests must be brought to the attention of the Company.
- 8.0 Any colleague engaging in secondary working without prior permission being sought will be subject to disciplinary procedures.

## **Jury Service Policy**

- 1.0 All people who receive a jury summons in the post, must forward a copy of the letter to the People Team and their line manager as soon as it has been received, giving Parenta as much notice as possible to cover their duties of work. Jury service usually lasts up to 10 working days. If the trial is likely to last longer than 10 days, jury staff will let you know. If the trial is shorter than 10 days, you may be asked to be a juror on other trials. You will need to keep Parenta informed if there are any changes. Parenta will pay your wages for up to 10 days of Jury Duty, if your Jury duty lasts longer, you will need to claim by going to [www.gov.uk/jury-service](http://www.gov.uk/jury-service) for more information on how to claim.

## **Employer Support Policing**

- 1.0 Colleagues who are Special Constables (volunteer police officers) in their spare time will be allowed 3 days paid leave per year to put towards mandatory training and if there is an emergency where Special Constables. Any additional time off will be granted but will need to be taken as unpaid leave or holiday allowance will need to be used.



## Flexible Working Policy

- 1.0 Eligible colleagues have the right to submit a formal request for flexible working and the Company will deal reasonably with such requests.
  - 1.1 The Company acknowledges the importance for colleagues in achieving the balance between work and personal commitments and will consider each request on its merits in accordance with the procedure detailed below, and will endeavour to grant requests where possible; although the Company cannot guarantee that all requests will be granted.
  - 1.2 No colleague will be treated less favourably, suffer detriment or be dismissed because they request flexible working or work under a flexible working arrangement.
- 2.0 The statutory procedure requires that requests for flexible working (including any appeal process) are dealt with within three months of the written applications, although this timescale may be extended by agreement.
  - 2.1 Where possible, the Company will ensure that decisions are made within this timescale.
  - 2.2 Any colleague can discuss their request informally with their manager prior to following the statutory procedure.
- 3.0 Colleagues should be aware that if they request and are given agreed flexible working conditions this is a variation of their terms and conditions of employment and is a permanent change, subject to the trial period agreed by both parties.
- 4.0 If the colleague's circumstances change in relation to the need for flexible working, there is no statutory or automatic right for revised terms and conditions of employment or a return to your terms and conditions as they were prior to the flexible working, unless you are still within the specified trial period or the flexible working arrangement has been agreed on this basis.
- 5.0 Flexible working can incorporate a number of changes to working arrangements, such as reduction or variation in working hours, reducing the number of days a colleague works each week and/or working from a different location.
  - 5.1 The colleague may therefore request a variation of the employment contract in respect of, for example:
    - 5.1.1 The hours required to work whether they be more or less;
    - 5.1.2 The times when a colleague is required to work;
    - 5.1.3 Part-time working;
    - 5.1.4 Job sharing;
    - 5.1.5 Working term-time only;
    - 5.1.6 Working shifts;
    - 5.1.7 Work location.
  - 5.2 The Company will also consider requests for other forms of flexible working under this policy.

- 6.0 All colleagues who meet the criteria specified below have the right to make a flexible working request:
- 6.1 be a colleague (not an agency worker or external contractor);
  - 6.2 have a minimum of 26 weeks continuous service with the Company on the date of request; and
  - 6.3 not have made a previous statutory request during the preceding 12 months.
- 7.0 The request must be sent to both the colleague's manager and the People team.
- 8.0 Before submitting the application please consider:
- 8.1 what working hours would help best to achieve your goals;
  - 8.2 the financial implication the change might have; and
  - 8.3 what effects, if any, the proposed change/s will have on the Company's business and how these changes could be accommodated.
- 9.0 A flexible working request must:
- 9.1 be in writing and dated;
  - 9.2 state that it is an application under the statutory right to apply for flexible working arrangements;
  - 9.3 indicate whether a previous flexible working application has been made to the Company and when;
  - 9.4 specify the proposed change/s and the date when you would like the new arrangement to commence; and
  - 9.5 describe what effect, if any, the proposed changes would have on the Company and how any such effects can be dealt with.
- 10.0 A meeting between the colleague and their manager will be arranged after receipt of the application. The People team may attend the meeting. The colleague may be accompanied at the meeting by a work colleague if they wish.
- 10.1 At the meeting the proposed new flexible working arrangement will be discussed in detail, covering the impact of the proposed change/s, and colleague's ideas for how any adverse impact could be avoided and/or minimised.
  - 10.2 The meeting also provides the opportunity to discuss any other alternative variations which could be acceptable.
  - 10.3 The Company reserves the right to suggest implementing an agreed trial period for the new flexible working arrangement.
- 11.0 If the Company agrees to the application, the colleague will receive a written confirmation which will specify the contractual variation agreed to and state the effective date of the new arrangement and where applicable, the trial period.
- 11.1 Any changes to a colleague's terms and conditions made as a result of flexible working requests will be permanent; unless a trial period or a temporary variation is agreed.
  - 11.2 The colleague may make a further application for flexible working, regardless of whether the first application was successful or not, not less than 12 months after the previous application was submitted.

- 12.0 If the Company decides to refuse the colleague's flexible working request, the colleague will be notified of this decision in writing and the grounds for refusal will be stated along with the appeals procedure.
- 12.1 The Company can reject an application for one or more of the following reasons:
- 12.1.1 extra costs which will damage the business;
  - 12.1.2 the work cannot be reorganised among other staff;
  - 12.1.3 inability to recruit additional staff;
  - 12.1.4 flexible working will affect quality and performance;
  - 12.1.5 the business will not be able to meet customer demand;
  - 12.1.6 insufficiency of work during the proposed working times;
  - 12.1.7 the business is planning changes to the workforce.
- 13.0 The colleague may appeal against the rejection of their request for flexible working.
- 13.1 The appeal must be submitted to the People team within 5 days of receiving the rejection.
  - 13.2 The appeal must be made in writing, setting out clearly the grounds for appeal.
  - 13.3 The People team will nominate a senior manager to hear the appeal and a meeting will be arranged for the colleague to present their appeal.
  - 13.4 At the appeal meeting, the colleague is entitled to be accompanied by a work colleague.
- 14.0 Following the appeal meeting, the colleague will be given the final decision in writing.
- 14.1 If the appeal is upheld, the letter will specify the agreed contract variation and state the effective date.
  - 14.2 Any rejection of the appeal will contain the grounds of the decision and an explanation as to why the grounds apply.
- 15.0 The colleague should inform the Company orally or in writing as soon as possible of their wish to withdraw an application.
- 15.1 The application will be treated as withdrawn if the colleague:
- 15.1.1 fails to attend two meetings with the Company without reasonable cause;
  - 15.1.2 refuses, without reasonable cause, to give the Company information that it requires to assess whether the request should be accepted.
- 15.2 If the application is withdrawn, the colleague cannot make another formal application for 12 months.
- 16.0 The Company reserves the right to introduce the requested arrangement as a trial on a temporary basis for a reasonable length of time (one month minimum), during which the Company or colleague may terminate the flexible work arrangement at reasonable notice if either considers this necessary.
- 16.1 The Company may also extend this trial period by up to three months, at its discretion. Throughout the trial period, the flexible working arrangement will be periodically reviewed and at the end of the trial period the Company will confirm whether or not the work arrangements will be varied on a permanent basis.

- 16.2 If the trial period is not successful, the colleague will revert to the former work arrangement.
- 16.3 The colleague may appeal against the decision not to introduce the requested arrangement on a permanent basis but only if they have not made a previous appeal in connection with the same request.
- 17.0 The flexible working agreement between the Company and the colleague, and all of the foregoing time limits on the trial period, may be mutually extended to a reasonable degree.

#### Appendix 1

## Homeworking Policy

*Due to the COVID-19 pandemic, all colleagues are currently working remotely until further government guidance.*

- 1.0 Colleagues who wish to apply for homeworking should first return their completed 'Homeworking Questionnaire' to their manager.
- 2.0 The results of the completed questionnaire must be discussed with your manager in consultation with Parenta's Health & Safety Adviser, before a homeworking application is approved.
  - 2.1 The Health & Safety Adviser may visit the colleague's home to ensure health and safety, welfare and ergonomic considerations are met satisfactorily.
- 3.0 All homeworking applications or requests from Management will be assessed against health and safety criteria (identified in the 'Homeworking Questionnaire') and specific criteria relevant to each department.
  - 3.1 General criteria will be applied as follows:
    - 3.1.1 Does the request meet commercial/service needs;
    - 3.1.2 Does the colleague in question have, in the opinion of their manager, sufficient self-discipline to carry out homeworking satisfactorily without undue distraction.
- 4.0 The Health and Safety at Work Act 1974 (HSWA) and Regulations made under the Act place a number of duties on Parenta and its colleagues. These duties cover the workplace, including colleague's homes.
  - 4.1 Parenta will take all reasonable steps to ensure the colleague's health, safety and welfare are protected during the course of their homeworking.
  - 4.2 If any potential failings in health and safety are identified before the approval of home working, the Company will take all reasonable practicable steps to assist the colleague to eliminate or minimise those risks.
  - 4.3 The Company reserve the right to refuse any homeworking application or request on grounds of health and safety or business efficiency, and to the withdrawal of any home working agreement.
  - 4.4 Managers will provide each homeworking colleague with clear notification routes for the reporting of any defects or problems with any equipment provided for the purposes of homeworking.
- 5.0 All agreements for homeworking, if they are likely to last more than three months, will be subject to a trial period of that duration.
  - 5.1 At the end of that period the homeworking agreement will be subject to a review by the manager of the colleague and, if deemed necessary, the Company's Health & Safety Adviser.
  - 5.2 The Company's Health & Safety Adviser has the right to inspect the homeworking space/ room of each homeworking colleague without any prior notification.
  - 5.3 The review will either confirm:
    - 5.3.1 the continuation of the homeworking agreement which will be subject thereafter to an annual review; or

5.3.2 the withdrawal of the agreement, whereupon the prior working arrangement will continue.

5.4 Colleagues will be expected to allow any designated representative of Parenta access at all times.

6.0 Colleagues who work from home will receive relevant training and information to enable them to establish their workstation, install equipment and understand the appropriate protocols for homeworking.

6.1 Homeworking colleagues will also be given support in self-assessments of their workstations.

7.0 Homeworkers may be granted flexibility in their hours of work.

7.1 Each colleague will, however, be notified of their 'core hours' when they will be expected to be available for work and communication with their manager.

7.2 The homeworking agreement may specify that on certain fixed days or hours, the colleague also attends at a specified location, or does so with reasonable notice.

7.3 Every homeworking colleague will be required to submit regular activity reports to their manager and their performance review will be adapted to take account of their working from home.

8.0 All homeworking colleagues are expected to:

8.1 Ensure the safety and security of all company property and the prevention of computer viruses, etc. infecting the equipment.

8.2 Ensure the confidentiality and security of all data belonging to the Company and to any relevant personal data they process on behalf of the Company in accordance with their normal duties and the Company's Data Protection Policy.

8.3 Exercise reasonable care and attention to ensure their personal security/safety.

9.0 All property belonging to the Company must be delivered to a designated manager upon the termination of the homeworking agreement.

10.0 The Company will insure all property placed in a colleague's home for the purposes of home working against loss or theft, however the colleague must comply with all relevant provisions of the insurance policy.

11.0 The normal arrangements for annual leave or notifying sickness absence will continue to apply to any homeworking agreement.

11.1 You will be required to notify your manager if you need to take part or all of the day off sick.

11.2 Any time off or away from your work that has not been pre-approved in writing by your manager will be treated as unauthorised absence.

11.3 For further information please see the holiday and sickness policies, located within this handbook.

12.0 There is a separate process for those colleagues who are applying for flexible working (under provisions introduced by the Employment Act 2002), for which homeworking may be an agreed outcome.

## Lone Working Policy

- 1.0 When a colleague is working alone, Parenta will:
  - 1.1 Carry out a risk assessment of the work before the colleague starts work.
  - 1.2 If any risks are identified, consideration will be given to adjustments that can be made to reduce or eliminate any risks.
  - 1.3 The colleague should take part in carrying out the risk assessment and should be made aware of the contents of the risk assessment and of any specific action that needs to be taken as a result of the assessment.
  - 1.4 Ensure that risk assessments are reviewed regularly, and at least once per year.
  - 1.5 Arrange back-up or change the work if the risk assessment indicates that it is not safe for a colleague to be working alone.
  - 1.6 Ensure that the colleague is provided with safe and adequate equipment.
  - 1.7 The Company will ensure that the colleague is fully trained in the use of all relevant equipment.
  - 1.8 Ensure that the colleague is provided with any personal protective equipment that is required.
  - 1.9 Ensure that the premises are safe (and ensure that the colleague is made aware of any potential hazards, as identified in the risk assessment).
  - 1.10 Ensure that the colleague is aware of the procedures and processes to follow in carrying out the work.
  - 1.11 Ensure that the colleague is aware of any legal restrictions relating to the work being undertaken (e.g. laws relating to the control of hazardous materials).
- 2.0 In accordance with the Health and Safety at Work Act 1974, the colleague has a duty to take care of their own health and safety. When working alone, it is essential that the colleague:
  - 2.1 Obeys all instructions given by Parenta before the work starts.
  - 2.2 Takes note of any risks that have been identified in the risk assessment and carries out any actions that have been agreed with Parenta in relation to any hazards.
  - 2.3 Wears any protective personal equipment that has been issued.
  - 2.4 Uses all equipment and tools in accordance with their purpose, and in the way that the colleague has been trained to use them.
  - 2.5 Notifies the employer immediately of any issues relating to health and safety that occur.
- 3.0 Whenever possible, a colleague working alone should have a mobile phone.
  - 3.1 If this is not possible, due to hazards or poor reception, the colleague should make sure that he or she is aware of the nearest landline telephone or other means of communication.
  - 3.2 If the colleague is not fluent in English, Parenta will ensure that an adequate communication system is in place.
- 4.0 It is essential that the lone colleague has a named person as a supervisor.
  - 4.1 The colleague should contact the supervisor regularly to discuss any issues that arise.
- 5.0 If the colleague is involved in an accident or a member of the public/customer/supplier/other individual is injured whilst on the colleague's premises, the colleague should contact their manager as soon as is practical.



- 5.1 If the injury requires medical attention, this should be sought before informing the manager of the situation.
  - 5.2 A first aid kit must be available to the colleague.
  - 5.3 All accidents must be recorded in the accident book.
- 6.0 Parenta will jointly agree with lone working colleagues, a procedure to be followed in the case of an emergency.
- 6.1 This will include consideration of issues such as communication, exit from the building and the containment of any situation so that other people are not affected.
- 7.0 No young person (defined as someone aged under 18 years) may work alone in an office environment.

## **Severe Weather and Disruptions to Travel Policy**

- 1.0 The Company expects that everyone makes their best attempts to travel to the office, even if there is disruption due to bad weather, transport disruptions etc. However, in exercising this duty, the Company does not want colleagues to take any action which would potentially endanger themselves or any other person(s).
- 2.0 Where disruptions are foreseeable, colleagues who may have difficulty attending the office must discuss alternatives with their manager in advance.
- 2.1 Alternative arrangements to be considered will include:
    - 2.1.1 Working from home (this will not be suitable for all roles).
    - 2.1.2 Taking annual leave.
    - 2.1.3 Making up the time at a later date (this must be done within 4 weeks of the lost time).
    - 2.1.4 Unpaid leave.
    - 2.1.5 Agreement to any alternative arrangements will be at the manager's discretion and must be in line with any company-wide arrangements which apply.
- 3.0 Where the unforeseeable disruption prevents or slows a colleague's commute, they must advise their manager at the earliest opportunity. The alternatives listed above should be considered and agreement will be at the manager's discretion and must be in line with any company-wide arrangements which apply.
- 4.0 Colleagues must turn up for work as usual, unless told to the contrary.
- 5.0 It is appreciated that many schools close due to severe weather or other disruptions.
- 5.1 If a colleague has a child who cannot attend school or nursery because it is closed, they must contact their manager as soon as they are aware of the problem and discuss alternatives arrangements including:

- 5.1.1 Taking annual leave.
- 5.1.2 Making up the time at a later date (this must be done within 4 weeks of the lost time).
- 5.1.3 Unpaid dependants' leave (where the closure was unforeseeable).
- 5.1.4 Unpaid leave.
- 5.1.5 Agreement to any of the above will be at the manager's discretion and must be in line with any company-wide arrangements which apply.

## **Travelling / Driving for Work Risk Management Policy**

Parenta understands that from time to time, weather conditions can cause disruptions to travel which can affect colleagues' ability to travel for work, get to work on time or in some cases at all. For situations from public transport cancellations to severe weather, Parenta is conscious of how such disruptions could impact on the workforce.

During winter, we need to adapt the way we drive and be prepared for journeys that may take us through very varied weather, road and traffic conditions.

In adverse weather, the hazards associated with driving for work increase greatly. In winter especially, darker, shorter days and bad weather such as rain, hail, fog or snow reduce visibility. High winds, ice and slush can make vehicle control more difficult. Winter sun tends to be low and can cause glare. Bad weather such as torrential rain, severe winds, fog, ice and snow can strike suddenly catching road users off guard.

*It is essential to remember, where possible in adverse weather conditions:*

- 1.0 Limit travel as far as possible to essential journeys only - ask yourself is the trip necessary?

*For those colleagues with no option but to drive for work:*

- 1.0 Listen to weather forecasts, travel bulletins and any advice issued by the Met Office - [www.metoffice.gov.uk](http://www.metoffice.gov.uk), the Highways England - <http://www.highways.gov.uk/traffic-information/> or the RAC - <https://www.rac.co.uk/drive/advice/winter-driving/driving-in-snow/> .Change or delay your journey as appropriate.
- 2.0 Plan your journey, stick to major routes where possible. Allow extra time for your journey.
- 3.0 Inform someone such as your line manager or the People team, where you are going and your estimated arrival time so that an alarm can be raised if you fail to arrive.
- 4.0 Turn your lights on to ensure that your vehicle is visible to other road users.
- 5.0 Fill your washer bottle with windscreen wash. The concentration used should be appropriate for the weather conditions.
- 6.0 Reduce your speed and drive according to the road and weather conditions, maintain greater stopping distances (double in wet weather and ten times greater in icy weather).
- 7.0 Wear sunglasses (prescription glasses if required) if the sun is low.
- 8.0 Avoid harsh braking or acceleration. Carry out any manoeuvres slowly and carefully.
- 9.0 Never feel pressurised to complete a journey if weather conditions are too dangerous.

*Colleagues must ensure that their vehicle is in a roadworthy condition prior to driving. Check that:*

- 1.0 Tyres are in good conditions and inflated to the correct pressure (including the spare).
- 2.0 The vehicle has plenty of fuel.
- 3.0 Wipers, defrosters and lights are in good working order.
- 4.0 No excessive snow on the top of your car roof.
- 5.0 An ice-scraper or de-icer is available for ice or snow.

*Colleagues are advised to carry an emergency kit in their vehicle containing items such as:*

- 1.0 A high visibility, reflective jacket or vest in the vehicle cab (so that you can put it on before you leave the vehicle).
- 2.0 A blanket to keep you warm.
- 3.0 Some jump leads.
- 4.0 A torch with extra batteries.
- 5.0 An emergency warning triangle.
- 6.0 A charged mobile phone – for use only when parked.
- 7.0 Security / personal safety device.
- 8.0 Emergency rescue contact information.

*In cases where travel is unavoidable in extreme weather conditions, colleagues are advised to consider carrying items such as:*

- 1.0 Warm clothing including hat, gloves and a warm blanket or sleeping bag.
- 2.0 Boots.
- 3.0 Food and a warm drink in a flask.
- 4.0 Shovel and material for providing wheel traction if driving on soft ground or snow (such as chains, old carpet, sand, gravel, cat litter or salt).

In conjunction with this Policy, colleagues should also read the Parenta 'Driver Handbook'.

For more advice, the following link to the Drive Smarter website provides a handy video and downloadable factsheet on Winter Driving: <http://www.drivesmarter.co.uk/winterdriving.html>

## **Email and Internet Policy**

- 1.0 The Company encourages its colleagues to use email and the internet at work where this can save time and expense. However, in doing so, the Company requires colleagues to follow this policy, which is designed to minimise the legal risks to the organisation and to support a positive, professional and pleasant workplace.
  - 1.1 It is a term of each colleague's contract that they comply with these rules, and any serious breach could lead to disciplinary action up to and including dismissal.
  - 1.2 Anyone who is unsure about whether or not something they propose to do might breach this policy should seek advice from their manager.
- 2.0 Colleagues are provided with IT equipment for the purpose of enabling them to fulfil the role that they are employed to do.
  - 2.1 Use of IT equipment for personal reasons must be kept to a minimum and must not interfere with the efficient and effective running of the business.
  - 2.2 Streaming movies or music for personal use via the Company's network (including during a lunch break) on a company PC, laptop, tablet or mobile device is strictly prohibited and a direct breach of this policy. Streaming encompasses but is not limited to; internet radio, videos on youtube, online games or live streaming videos.
  - 2.3 Accessing personal social media or email accounts on any work device, as defined within 2.2, is prohibited.

- 3.0 Although the organisation encourages the use of email and the internet where appropriate, the use entails some risks. For example, colleagues must take care not to introduce viruses to the system and must take proper account of the security advice below.
- 3.1 To avoid introducing viruses which may inhibit or incapacitate the system, the Company requests that you:
- 3.1.1 Do not open attachments if you do not know the sender.
  - 3.1.2 Do not download programs or applications from the internet or install software (unless you have been told to do so by Impreza IT and have the approval of your manager).
  - 3.1.3 Do not insert CDs / DVDs / Floppy disks / USB drives (unless you have been told to do so by IT Support).
  - 3.1.4 Do not load or play games.
  - 3.1.5 Do not download movies or video clips.
  - 3.1.6 Do not install background pictures or screensavers (these slow down the system).
- 4.0 Email should be treated like any other form of written communication and, as such, what is normally regarded as unacceptable in a letter is equally unacceptable in an email communication.
- 4.1 Emails that colleagues intend to send should be checked carefully, especially for spelling and grammar. Your emails could be used as part of a complaint, case reviews or even at court so ensure they are clear, factual, friendly and business like.
  - 4.2 Colleagues must ensure that they do not send untrue statements about others in emails, as the organisation could face legal action for defamation and be liable for damages.
  - 4.3 The use of email to send or forward messages that are defamatory, obscene, discriminatory or otherwise inappropriate will be treated as misconduct under the appropriate disciplinary procedure. In serious cases, this could be regarded as gross misconduct and lead to summary dismissal.
- 5.0 The Company reserves the right to monitor colleague's emails and considers the following to be valid reasons for checking a colleague's email (this is not an exhaustive list and there may be other reasons which justify monitoring):
- 5.1 If a colleague is absent for any reason and communications must be checked for the smooth running of the business to continue;
  - 5.2 If the Company suspects that a colleague has been viewing or sending offensive or illegal material, such as material containing racist terminology or nudity;
  - 5.3 If the Company suspects that a colleague has been using the email system to send and receive an excessive number of personal communications;
  - 5.4 If the Company suspects that a colleague is sending or receiving emails that are detrimental to the organisation;
  - 5.5 If the Company has a genuine belief that such monitoring may prevent serious risk or harm to its commercial interests or those of its colleagues, clients, partners or other stakeholders.
- 6.0 Colleagues are expected to use the internet sensibly and in such a manner that it does not interfere with the efficient running of the Company. For example, where it would be quicker to make a telephone call than to engage in an internet search for the required information, then the telephone call should be made.

- 6.1 Colleagues may be called upon to justify the amount of time they have spent on the internet or the sites that they have visited.
  - 6.2 The Company reserves the right to deny internet access to any colleague at work, although in such a case it will endeavour to give reasons for doing so.
  - 6.3 Some websites require the organisation to enter into licence or contract terms. In these circumstances, colleagues should gain the approval of their manager before committing the Company to any such terms.
- 7.0 Colleagues must not use the internet:
- 7.1 to access offensive or illegal material, such as material containing racist terminology or nudity;
  - 7.2 to enter into any contracts or commitments, order goods or services, in the Company's name which are for personal use;
  - 7.3 for personal matters which in themselves, or in the time spent undertaking them, are (or run the risk of being) to the detriment of the Company, its colleagues, clients, partners or other stakeholders.
- 8.0 The Company reserves the right to monitor colleagues' internet usage and considers the following to be valid reasons for doing so (this is not an exhaustive list and there may be other reasons which justify monitoring):
- 8.1 If the Company suspects that a colleague has been viewing or sending offensive or illegal material, such as material containing racist terminology or nudity.
  - 8.2 If the Company suspects that a colleague has been using the internet for excessive personal use.
  - 8.3 If the Company suspects that a colleague is using the internet for purposes that are detrimental to the organisation.
  - 8.4 If the Company has a genuine belief that such monitoring may prevent serious risk or harm to its commercial interests or the interests of its colleagues, clients, partners or other stakeholders.
- 9.0 From time to time, the Company may publish related communication and/or policies, which should be read and followed in conjunction with this Email and Internet Policy.

## **Data Protection Policy**

- 1.0 It is the Company's duty to comply with the provisions of the Data Protection Act 1998. Therefore, all soft and hard copy information held by the Company and its colleagues, will be treated with the utmost confidentiality by the Company and security over data will be adhered to at all times.
- 2.0 Parenta will ensure that:
- 2.1 It has a Data Protection Officer with specific responsibility for ensuring compliance with data protection.
  - 2.2 Everyone processing personal information understands that they are contractually responsible for following good data protection practice.
  - 2.3 Everyone processing personal information is appropriately trained to do so.
  - 2.4 Everyone processing personal information is appropriately supervised.
  - 2.5 Anybody wanting to make enquiries about handling personal information knows what to do.

- 2.6 It deals promptly and courteously with any enquiries about handling personal information.
  - 2.7 It describes clearly how it handles personal information.
  - 2.8 It will regularly review and audit the ways it holds, manages and uses personal information.
  - 2.9 It regularly assesses and evaluates its methods and performance in relation to handling personal information.
  - 2.10 All colleagues are aware that a breach of the rules and procedures identified in this policy may lead to disciplinary action being taken against them.
- 3.0 The Data Protection Code is concerned with computerised personal data and personal information which is recorded on paper or microfiche and held in a 'relevant' (i.e. organised) 'filing system'.
- 3.1 The Company is obliged to provide the Information Commission with information about the type of personal data held, its source, its purpose and to whom this information may be disclosed.
  - 3.2 If information is used by a colleague, the colleague has a duty to ensure that this information is not passed on in any unauthorised way.
- 4.0 'Personal Data' is information which relates to an individual who can be identified from that data.
- 4.1 It can include but is not limited to: a name, an address, bank or building society account details, home/mobile telephone number, emergency contact and telephone numbers, details of next of kin, date of birth, employment history, disciplinary records, salary and other benefits, staff appraisals, CV and references from previous employers.
- 5.0 'Sensitive Personal Data' may include but shall not be limited to: data concerning medical history and health, both physical and mental, sickness absence and attendance records (which will be kept separately), details of trade union membership, criminal convictions, ethnic or racial origin, marital status, religious beliefs or sexual orientation.
- 6.0 'Processing' means obtaining, recording or holding the information or data and includes but is not limited to organising, adapting or altering the information or data, retrieval, consultation or use of the information or data, disclosure of the information or data by transmission, dissemination or otherwise making it available.
- 7.0 The principles of the Data Protection Act are that data must:
- 7.1 Be obtained and processed fairly and lawfully.
  - 7.2 Be held only for one or more specified and lawful purposes.
  - 7.3 Not be used or disclosed in any manner which is incompatible with the specified purposes.
  - 7.4 Be adequate, relevant and not excessive in relation to the purposes for which they are held.
  - 7.5 Be accurate and, where necessary, kept up to date.
  - 7.6 Not be kept longer than is necessary for the purposes for which they are held.
  - 7.7 Be made accessible on request to the person to whom they relate.
  - 7.8 Be protected by reasonable security measures against unauthorised access, alteration, disclosure, destruction and loss.

- 8.0 All the rules that apply to the Company regarding the storing, processing and disclosing of data also apply to Parenta colleagues.
- 9.0 As a Parenta colleague, you have a duty to ensure other colleagues' data is kept confidential and secure.
- 9.1 This means, amongst other things, that you must treat computer printouts and other documents containing colleague information and other personal data carefully and not discuss that personal data with anyone other than those directly involved with their duties, or send it by any means to any unauthorised person.
- 9.2 Personal data should only be held by the People team, who will ensure that personal data is only provided to those who have a legitimate need to access to it.
- 9.3 All personal data received by any colleagues, such as recruitment applications, should be forwarded to the People team.
- 9.4 All colleagues must ensure that all personal data is securely stored.
- 9.5 Manual files must be kept either with the People team or by managers under lock and key.
- 9.6 Access to manual files must be restricted to the People team and authorised managers.
- 9.7 Copies of personal data held in manual files may only be made with the express permission of the People team.
- 9.8 Colleagues must lock their PC's or laptops whenever unattended, regardless of the length of time they intend to be away from their PC.
- 10.0 All colleagues who have access to data on computers, whether in the office or at home or elsewhere, must take adequate precautions to ensure confidentiality, so that neither the Company nor individuals are liable to prosecution as a result of loss or disclosure, which might cause distress or hardship to present, former or potential colleagues or to clients of the Company.
- 10.1 All colleagues are responsible for ensuring that data relating to clients, suppliers and other third parties is not used for any purpose other than that intended when the information was given.
- 10.2 Personal data held in electronic files must be password protected and not be transferred from your PC to your laptop, CD-ROM or other portable storage medium, without the agreement of the Managing Director.
- 10.3 Printouts of personal data are governed by the rules relating to manual files.
- 10.4 Personal data stored electronically must not be transmitted by email, fax or manually to anyone internally or externally, without the express permission of the Managing Director.
- 11.0 A colleague's immediate manager may access their sickness records in order to investigate repeated or long-term sickness absence and may also access accident records from time to time for the purposes of ongoing investigations.
- 11.1 Details from absence records may be released by the People team, for example, the number of days absent, but will not contain any information about the cause of the absence.
- 11.2 Occasionally it may be necessary to release health information to an insurer.
- 11.3 In such cases the colleague will be notified of the disclosure and the information disclosed will be made available to the colleague on request.



- 12.0 Disciplinary action, up to dismissal, may be taken in the event that you are found to have permitted unauthorised disclosure of such information.
  - 12.1 Should any doubt exist as to which disclosures are authorised, please consult the People team.
- 13.0 All colleagues have the right to access certain information held about them.
  - 13.1 If you wish to make such a request, you should contact the People team in the first instance to discuss your request.
  - 13.2 It may be possible to provide specific information that you need speedily and without charge.
  - 13.3 If, following discussions with the People team, you still wish to proceed with a formal subject access request, you must:
    - 13.3.1 Set out your request in writing and address it to the People team; and
    - 13.3.2 Make clear who is making the request, what information is sought and where it can be located.
- 14.0 All individuals/service users have the right to access the information Parenta holds about them.
  - 14.1 Parenta will also take reasonable steps to ensure that this information is kept up to date by asking data subjects whether there have been any changes.
- 15.0 The Company will comply with that request within 40 calendar days, subject to various exemptions.
- 16.0 This policy applies to colleagues, ex- colleagues, job applicants, agency workers, casual workers and contractors.
- 17.0 This policy will be updated as necessary to reflect best practice in data management, security and control and to ensure compliance with any changes or amendments made to the Data Protection Act 1998.

## **Data Transfer Security Policy**

- 1.0 The storing of all data must adhere to the standards set out in the Data Protection Act 1998.
  - 1.1 In particular, it must be noted that personal data shall not be transferred to a country or territory outside the European Economic Area (EEA) unless that country or territory ensures an adequate level of data protection.
  - 1.2 Before any data is transferred, the necessity of the transfer should be considered.
  - 1.3 Data should only be transferred when it is essential for the smooth operation of the Company.
  - 1.4 The transferring of any sensitive data must always be authorised by the Head of Department prior to it happening.

- 2.0 Any data which contains personal details about individuals is sensitive data.
- 2.1 In addition, any data which contains confidential information about the Company, its products/services, its customers and its suppliers is sensitive data.
- 2.2 If there is any doubt whether data would be classed as sensitive, the Head of Department should be consulted.
- 3.0 All sensitive or confidential data should be encrypted, compressed and password protected before transmission.
- 3.1 If a colleague does not know how to do this they should seek appropriate assistance from Impreza IT.
- 4.0 If data is to be transferred through memory sticks, CD-ROMs or similar formats then the secure handling of these devices must be ensured.
- 4.1 No such device should be sent through the open post - a secure courier service must always be used.
- 4.2 The recipient should be clearly stated.
- 5.0 If data is sent via a courier, the intended recipient must be made aware when to expect the data.
- 5.1 The recipient must confirm safe receipt as soon as the data arrives.
- 5.2 The sender is responsible for ensuring that the confirmation is received, and for liaising with the courier service if there is any delay in the receipt of the data.
- 5.3 The Head of Department must be informed immediately if any confidential or sensitive data goes missing.
- 5.4 An immediate investigation will be launched to discover where the data has gone.
- 5.5 If it is found that the data has been received by an unauthorised individual, it must be determined whether that individual has accessed the data.
- 5.6 If that individual has, and the data was correctly encrypted, compressed and password protected it suggests that the individual has unlawfully accessed the data.
- 5.7 In such situations, it might be appropriate to involve the police in the investigation.
- 5.8 The Head of Department will consider whether any individuals need to be informed about the data having gone missing - even if it is subsequently found.
- 5.9 This might be necessary if there is a risk of personal data relating to individuals having been sent to the wrong person.
- 6.0 In practical terms, colleagues are forbidden to transmit any customer data outside of Parenta's office address, unless the data is being transferred within one of the Company's current systems e.g. Abacus, Sugar, Sage.
- 6.1 For the avoidance of doubt, no data lists, including lists of customers, may be provided to any third party or internal departments which do not normally have such access, unless authorised by a senior manager.

- 7.0 If a colleague has been negligent in transferring sensitive and confidential data, this might be considered to be gross misconduct, which is likely to result in summary dismissal. This is particularly likely to be the decision if:
- 7.1 The colleague did not encrypt, compress and password protect data.
  - 7.2 The colleague transferred data using the open post and not a courier service.
  - 7.3 The colleague transferred data without seeking the appropriate approvals.

## Anti-Fraud Policy

- 1.0 Our fraud policy is established to facilitate the development of controls that will aid in the detection and prevention of fraud against Parenta or any of our partners, customers or suppliers.
- 1.1 Parenta is committed to the prevention, deterrence, detection and investigation of all forms of fraud and corruption.
  - 1.2 In this policy, the term 'fraud' includes 'corruption'.
- 2.0 Parenta will not accept any level of fraud or corruption and will treat any such matter with the utmost seriousness.
- 2.1 Each case will be thoroughly investigated and dealt with appropriately.
  - 2.2 Investigations may invoke the Discipline Policy and could result in dismissal and legal action.
- 3.0 It is the intent of Parenta to promote consistent organisational behaviour by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.
- 4.0 For the purpose of this policy, the following definitions apply:
- 4.1 "Fraud": is committed by any person internal or external to the organisation who by any deception dishonestly:
    - 4.1.1 obtains property belonging to another, with the intention of depriving the other of it; or
    - 4.1.2 obtains for him or herself or another any monetary advantage;
    - 4.1.3 secures the remission of the whole or part of any existing liability to make a payment;
    - 4.1.4 obtains, or seeks to obtain, for him or herself or another, any monetary advantage with or without intent to cause loss to another by:
      - destroying, defacing, concealing or falsifying any account or any record or document made or required for any accounting purpose; or
      - furnishing any account, or any such record or document, which to his or her knowledge is or may be misleading, false or deceptive in a material particular.
  - 4.2 "Internal fraud": fraudulent acts undertaken by Parenta colleagues; examples include, but are not limited to, falsification of expense claims, maladministration and falsification of invoices for payment.

- 4.3 "Corruption": the offering, giving, soliciting or acceptance of an inducement or reward (including any gift, loan, fee or advantage) which may influence the action of any person; examples include:
- 4.3.1. a payment, favour or gift given to a colleague of Parenta as a reward, or an incentive, to that person for any actions (or inactions) contrary to the proper conduct of their duties.
- 5.0 Management is responsible for the detection and prevention of fraud, misappropriations, and other irregularities.
- 5.1 Parenta, however, requires all staff, including secondees, contractors and agency staff, to act honestly and with integrity and to safeguard the resources for which they are responsible.
  - 5.2 Each member of the management team will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.
- 6.0 The terms misappropriation and irregularities refer to, but are not limited to:
- 6.1 Any dishonest or fraudulent act
  - 6.2 Misappropriation of funds, securities, supplies, or other assets including any funding, regulatory body, awarding body or any other type of compliance body
  - 6.3 Impropriety in the handling or reporting of money or financial transactions
  - 6.4 Profiteering as a result of insider knowledge of company activities
  - 6.5 Disclosing confidential and proprietary information to outside parties
  - 6.6 Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the Company. Exception: Gifts less than £20 in value
  - 6.7 Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment; and/or
  - 6.8 Any similar or related irregularity
- 7.0 You must behave in a fair and honest way in any dealings related to Parenta both internally and externally, and apply yourself diligently to your work and the execution of your duties.
- 7.1 Specifically, you must have due regard to the need to adhere to Parenta's internal controls which are designed to prevent, deter and detect fraud.
  - 7.2 You must operate within the law, keep to normal ethical business standards consistent with our public sector funding, and be alert to the possibility that unusual events or transactions could be indicators of fraud.
  - 7.3 You must immediately report to your line manager or to the People team if you suspect that a fraud has been committed or see any acts or events which you consider are or may be suspicious.
  - 7.4 Failure to report such activity may result in disciplinary action.
  - 7.5 You must cooperate fully with internal checks, reviews or fraud investigations.
  - 7.6 All disclosures will be dealt with in confidence and in accordance with the terms of the Public Interest Disclosure Act 1998. For further details, see Parenta's Whistleblowing Policy.
- 8.0 This policy applies to any irregularity, or suspected irregularity, involving colleagues as well as shareholders, consultants, vendors, contractors, outside agencies doing business with colleagues of such agencies, and/or any other parties with a business relationship with Parenta.

- 9.0 Any irregularity that is detected or suspected must be reported immediately to a Managing Director, who coordinates all investigations with the People team and other affected areas, both internal and external.
- 10.0 The People team has the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. The People team treats all information received confidentially.
- 10.1 If the investigation substantiates that fraudulent activities have occurred, the People team will issue reports to appropriate designated colleagues and managers.
- 10.2 Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel and senior management, as will final decisions on disposition of the case.
- 10.3 Any colleague who suspects dishonest or fraudulent activity will notify the People team immediately, and should not attempt to personally conduct investigations or interviews/interrogations related to any suspected fraudulent act.
- 10.4 Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know, in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the Company from potential civil liability.
- 10.5 Members of the investigation team will have:
- 10.5.1 Free and unrestricted access to all Company records and premises, whether owned or rented; and
- 10.5.2 The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of their investigation.
- 10.6 Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title or relationship to the Company
- 10.7 Great care will be taken in the investigation of suspected improprieties or irregularities so as to avoid mistaken accusations or alerting suspected individuals that an investigation is underway.
- 11.0 A colleague who discovers or suspects fraudulent activity will contact the People team immediately.
- 11.1 The colleague or other complainant may remain anonymous.
- 11.2 All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the People team or investigations team.
- 11.3 No information concerning the status of an investigation will be given out.
- 11.4 The proper response to any inquiries is: "I am not at liberty to discuss this matter."
- 11.5 Under no circumstances should any reference be made to "the allegation," "the crime", "the fraud", "the forgery", "the misappropriation" or any other specific reference.
- 11.6 The reporting individual should be informed of the following:
- 11.6.1 Do not contact the suspected individual in an effort to determine facts or demand restitution.
- 11.6.2 Do not discuss the case, facts, suspicions or allegations with anyone unless specifically asked to do so by the People team.

- 12.0 If there are reasonable grounds for suspicion of fraud, and to facilitate the investigation, it may be appropriate to suspend a colleague against whom an accusation has been made.
- 12.1 This decision will be taken by the Managing Director, with advice from the People team.
- 12.2 In these circumstances, the colleague will be supervised at all times before leaving the premises.
- 12.3 Any security pass or keys must be returned and access to the computer system will be withdrawn.
- 12.4 Suspension should not be regarded as disciplinary action nor should it imply guilt.
- 13.0 If an investigation results in a recommendation to terminate an individual's employment, the recommendation will be reviewed for approval by the designated representatives from the People team and, if necessary, by outside counsel, before any such action is taken.
- 13.1 The decision to terminate a colleague's employment is made by Line Management. Should the People team believe the management decision inappropriate for the facts presented, the facts will be presented to the Managing Director for a final decision.
- 13.2 In the event of the discovery of criminal behaviour, Parenta reserves the right to inform the police who may take the investigation further.
- 13.3 Parenta will take steps to minimise the risk of similar frauds occurring in future.

## **Anti-harassment and Bullying Policy**

- 1.0 The Company does not tolerate any form of harassment or bullying under any circumstances. Any behaviour that undermines this aim is unacceptable. The Company will not tolerate harassment or bullying of:
- 1.1 Job applicants;
- 1.2 Colleagues;
- 1.3 Contractors;
- 1.4 Agency workers;
- 1.5 Self-employed workers;
- 1.6 Ex-colleagues; or
- 1.7 Anyone on the Company's premises, whether directly involved with the Company's business or not.
- 2.0 The policy also applies to work-related functions which are held outside of normal working hours, either on or off the Company's premises, such as Christmas parties, leaving celebrations, working lunches, etc.
- 3.0 Any inappropriate behaviour that occurs in the workplace will be dealt with in a serious, sensitive and confidential manner and will be addressed immediately to ensure it is resolved as quickly as possible for all concerned.
- 4.0 It is important to note that the question of whether certain behaviour constitutes harassment rests with the person on the receiving end of the behaviour, therefore all harassment allegations will be investigated.

- 4.1 Care should be taken when interacting with others to distinguish between behaviour that is viewed as welcome and behaviour that is unwanted and potentially offensive to another person.
- 4.2 Example: someone tells a joke that they think is funny. Although there was no intention to directly upset anyone, a colleague could possibly find it offensive, which may mean the individual has a valid harassment claim.
- 5.0 A single incident can constitute harassment, if it is sufficiently serious.
- 6.0 Alternatively, a series of relatively minor incidents or actions can be collectively viewed as harassment, in particular if the behaviour persists after the individual has expressed an objection to it or asked for it to stop.
- 7.0 The Company's position is that no harassment of any kind should take place and all colleagues have a responsibility to ensure at all times that their own behaviour does not offend others.
- 8.0 The Company will not tolerate retaliation to any harassment and strongly encourages colleagues to report the incident to their manager as soon as it occurs.
- 9.0 The definition of harassment is unwanted conduct related to a relevant protected characteristic (an area covered by discrimination legislation) which has the purpose or effect of violating an individual's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive working environment for them.
  - 9.1 Harassment is normally characterised by more than one incident of unacceptable behaviour, particularly if it reoccurs, once it has been made clear by the victim that they consider it offensive.
  - 9.2 One incident may constitute harassment if it is sufficiently serious.
  - 9.3 Harassment on any grounds, including the above, will not be tolerated.
- 10.0 Where it cannot be established that there was an intention to offend, conduct will only be regarded as violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment if, taking all the circumstances into account it would be reasonable to come to that conclusion.
- 11.0 Colleagues can be subjected to harassment on a wide variety of grounds. Some examples are:
  - 11.1 Sex-based (purely because of gender) or sexual (sexual in nature) or sexual orientation
  - 11.2 Transsexualism (gender reassignment).
  - 11.3 Being married or a civil partner.
  - 11.4 Race, nationality, ethnic origin, national origin or skin colour.
  - 11.5 Disability itself or a reason relating to it.
  - 11.6 Age.
  - 11.7 Employment status, e.g. part-time, fixed-term.
  - 11.8 Membership or non-membership of a trade union.
  - 11.9 Religion or religious beliefs or lack of either.
  - 11.10 Deeply held personal beliefs or lack of them.
  - 11.11 Political beliefs or social class
  - 11.12 Criminal record.
  - 11.13 Health, e.g. AIDS/HIV sufferers.
  - 11.14 Physical characteristics.
  - 11.15 Being ridiculed or victimised for raising a complaint.



## 12.0 Examples of harassment include:

- 12.1 Verbal - crude language, open hostility, offensive jokes, suggestive remarks, innuendos, rude or vulgar comments, malicious gossip and offensive songs.
- 12.2 Non-verbal - wolf-whistles, obscene gestures, sexually suggestive posters/calendars, pornographic material (both paper-based and generated on a computer, including offensive screen-savers), graffiti, offensive letters, offensive e-mails, messages on mobile phones or social media, and offensive objects.
- 12.3 Physical - unnecessary touching, patting, pinching or brushing against another colleague's body, intimidating behaviour, assault and physical coercion.
- 12.4 Coercion - pressure for sexual favours (e.g. to get a job or be promoted) and pressure to participate in political, religious or trade union groups, etc.
- 12.5 Isolation or non-co-operation and exclusion from social activities.
- 12.6 Intrusion/stalking - following, pestering, prying, meddling, etc.

## 13.0 Harassment at work is unlawful under the Equality Act 2010.

- 13.1 The Company, together with its colleagues who fail to take steps to prevent harassment or investigate complaints, may be held liable for their unlawful actions and be required to pay damages to the victim, as will the colleague who has committed the act of harassment.
- 13.2 There is no limit to the compensation that can be awarded in employment tribunals for acts of harassment.
- 13.3 The Company will also be liable for harassment that comes from a third party (e.g. a customer or supplier) if that harassment occurs on at least two occasions, the Company is aware that it has happened and does nothing to stop it happening.

## 14.0 Harassment on any grounds is also a criminal offence, primarily under the Protection from Harassment Act 1997.

- 14.1 This means that colleagues who suffer harassment may contact the police, in the case of harassment from fellow colleagues or harassment by third parties.
- 14.2 Those found guilty face fines or imprisonment of up to two years.
- 14.3 A colleague harassed by another colleague may sue that individual personally for the damage and distress caused.
- 14.4 The Company may be held vicariously liable under the Protection from Harassment Act for any harassment perpetrated by a colleague whenever the behaviour in question is closely connected to the employment relationship.

## 15.0 The Company and its colleagues have a responsibility to discourage harassment and prevent it from happening by:

- 15.1 Being aware of the problems that harassment can cause, and ensuring that displayed behaviours do not cause others to feel harassed.
- 15.2 Making colleagues aware if certain conduct or behaviour is causing concern or offence to them or to others.

## 16.0 Bullying is a gradual wearing down process comprising a sustained form of psychological abuse that makes victims feel demeaned and inadequate.

- 16.1 Bullying is defined as offensive, intimidating, malicious or insulting behaviour, or an abuse or misuse of power, which has the purpose, or effect of intimidating, belittling and humiliating the recipient, leading to loss of self-esteem for the victim and ultimately self-questioning their worth in the workplace.
  - 16.2 It is the perceptions of the recipient that determine whether any action or statement can be viewed as bullying.
- 17.0 Workplace bullying can range from extreme forms such as violence and intimidation to less obvious actions, like deliberately ignoring someone at work. These can be split into two categories.
- The obvious:
- 17.1 Shouting or swearing at people in public and private.
  - 17.2 Persistent criticism.
  - 17.3 Ignoring or deliberately excluding people.
  - 17.4 Persecution through threats and instilling fear.
  - 17.5 Spreading malicious rumours.
  - 17.6 Constantly undervaluing effort.
  - 17.7 Dispensing disciplinary action that is totally unjustified.
  - 17.8 Spontaneous rages, often over trivial matters.
  - 17.9 Constant ignoring of opinions.
- The less obvious:
- 17.10 Withholding information or supplying incorrect information.
  - 17.11 Unjustified, excessive monitoring and/or supervision.
  - 17.12 Deliberately sabotaging or impeding work performance.
  - 17.13 Constantly changing targets.
  - 17.14 Setting individuals up to fail by imposing impossible deadlines.
  - 17.15 Unfair criticism about performance the day before a colleague goes on holiday.
  - 17.16 Removing areas of responsibility and imposing menial tasks.
  - 17.17 Blocking applications for holiday, promotion or training.
- 18.0 Bullying is not necessarily confined to the direct spoken word or physical action, but can also be prevalent in writing via electronic/digital communication such as email, text message, Skype and social media platforms.
- 19.0 The Company will deal with all complaints of harassment and bullying promptly, fairly, sensitively and in confidence.
- 20.0 Most colleagues who complain that they are being harassed or bullied simply want the behaviour to stop.
- 20.1 Where appropriate, they can be encouraged to take charge of the situation themselves, by informing the harasser or bully that his or her behaviour is unacceptable and that it must stop.
  - 20.2 If a colleague feels they are unable to deal with a particular situation without support, they should ask their manager to explain to the person causing offence that their behaviour is unwelcome and must stop.

- 20.3 If this initial approach fails to resolve the problem, a colleague may use the formal grievance procedure.
  - 20.4 Complaints will be handled swiftly and confidentially while ensuring the rights of both the alleged victim and the alleged harasser or bully are protected.
  - 20.5 Disciplinary action will be considered in all cases where a claim of harassment is substantiated.
  - 20.6 Any harassment or bullying will be classed as gross misconduct, for which colleagues may be summarily dismissed.
- 21.0 The Company operates an open door policy to discuss workplace problems and colleagues can discuss the matter with their manager on an informal basis.
- 21.1 The Company recognises that discussing serious matters informally may not always be appropriate, depending on the circumstance's severity.
  - 21.2 If this is the case, colleagues can discuss the situation with their manager.
  - 21.3 Confidentiality will be maintained as far as possible.
  - 21.4 If a colleague decides not to take any action to deal with the problem and the circumstances described are very serious, the Company reserves the right to investigate the situation due to the duty of care to ensure the safety of all colleagues who may be adversely affected by the alleged harasser's/ bully's behaviour.
- 22.0 Whether a complaint is upheld or not, the Company recognises that it may be difficult for the colleagues concerned to continue to work in close proximity to one another during the investigation or following the outcome of the proceedings.
- 22.1 If this is the case, the Company will consider a voluntary request from either party to transfer to another job or work location.
  - 22.2 A transfer cannot always be guaranteed, however.
- 23.0 Where harassment or bullying has been found to have occurred and the perpetrator remains in employment, regular checks will be made to ensure that harassment has stopped and that there has been no victimisation or retaliation against the victim.
- 23.1 The Company will ensure that the colleague who committed the act of harassment or bullying is not victimised in any way.
- 24.0 Where a complaint is blatantly untrue and has been brought out of spite, or for some other unacceptable motive, the complainant will be subject to the Company's Disciplinary Procedure, as will any witnesses who have deliberately misled the investigations.

## Anti-harassment and Bullying Procedure

- 1.0 The Company is opposed to all forms of unlawful discrimination and harassment and seeks to create and maintain a working environment where all colleagues are treated with dignity and respect.
  - 1.1 All complaints of discrimination or harassment will be treated seriously and will be dealt with promptly, efficiently and so far as is possible, in confidence.
- 2.0 Any colleague may use this procedure if they believe that they have:
  - 2.1 Been treated unfavourably in contravention of the Company's Equal Opportunities Policy;
  - 2.2 Been subject to any form of harassment or bullying at work; or
  - 2.3 Witnessed the harassment of a colleague or any bullying or otherwise unacceptable behaviour on the part of a colleague.
- 3.0 Colleagues who, in good faith, raise a genuine complaint under this procedure will not be subject to any unfavourable treatment or victimisation as a result of making a complaint.
- 4.0 Any colleague who believes that they have been the victim of discriminatory treatment or harassment, or who has witnessed discrimination or harassment, may choose to take either informal or formal action.
  - 4.1 Where possible, the colleague should talk directly and informally to the person whom they believe has discriminated against them or harassed them and explain clearly their objection to the other colleague's actions or conduct.
  - 4.2 If the colleague feels unable to approach the person whose actions or conduct is causing offence, if they have already done so but to no avail, or if the complaint is one of very serious harassment, they may elect to raise a formal complaint.
  - 4.3 Alternatively, the complaint can be raised informally with their manager, in which case the nominated person will try to assist the colleague to find an informal solution to the problem.
  - 4.4 The colleague may raise the complaint in writing.

- 5.0 Any complaints made must identify the person who is alleged to have perpetrated discriminatory treatment or harassment, and give specific examples of the actions or conduct that the colleague believes constitute discrimination or harassment.
- 5.1 Specific incidents should be highlighted, with times and dates and the names of any witnesses if possible.
- 6.0 The person responsible for dealing with the complaint should act immediately to:
- 6.1 Investigate the complaint.
- 6.2 Take steps to conciliate if, after discussion, both parties agree this is an acceptable course of action.
- 6.3 Take formal action if this is appropriate.
- 7.0 In the event of serious allegations of harassment, the manager responsible will consider whether to suspend the alleged perpetrator of the harassment in order to prevent any further contact between the parties until the matter can be fully dealt with.
- 7.1 Suspension should, however, be done in a way that does not penalise the colleague accused of discrimination or harassment, or prejudge the allegations.
- 8.0 The Company undertakes to investigate all complaints of discrimination and harassment objectively and confidentially.
- 8.1 The responsible manager's investigation into the complaint will be handled with due respect for the rights of both the complainant and the alleged perpetrator.
- 8.2 Both parties will be separately interviewed as soon as possible and granted the right, if they wish, to be accompanied by a work colleague or trade union representative at their interview.
- 8.3 In advance of the interview with the alleged perpetrator of the discrimination or harassment, the colleague in question must be informed in writing of the exact nature of the complaint against them.
- 8.4 At the interview, the alleged perpetrator must be given a full and fair opportunity to state their side of events, and explain any conduct that forms the basis of the colleague's complaint against them.
- 9.0 Following the investigation, the responsible manager will produce a written report setting out the findings on the specific complaints made by the colleague.
- 9.1 This will be done within two weeks of the completion of the interviews.
- 9.2 A copy of the report will be given to both the colleague and the alleged perpetrator of the discrimination, and a copy placed on the appropriate personnel file(s), but will otherwise be kept confidential.
- 9.3 If there are parts of the report that contain statements from third parties (e.g. other colleagues) that would identify the third party in spite of their reasonable expectation to the contrary, these parts will not be included in the copies of the report supplied to the colleague and the alleged perpetrator.
- 10.0 If it is apparent that the complaint is well-founded, prompt action will be taken to remedy the discrimination or stop the harassment and prevent its recurrence.

- 11.0 The outcome of the investigation into the colleague's allegations of discrimination or harassment may be (depending on what is established during the investigation and the interviews), that:
- 11.1 The complaint is well-founded and the alleged perpetrator of the discrimination or harassment is disciplined or dismissed (in line with the Company's Disciplinary Procedure).
  - 11.2 The allegations made by the colleague are not viewed as discrimination or harassment and no further action is taken.
  - 11.3 The colleague's complaint is found to be false or malicious, in which case disciplinary action may be taken against them.
  - 11.4 Standards for future conduct are set, which could involve training.
- 12.0 The Company regards all forms of harassment and bullying as gross misconduct, and any colleague who is found to have been guilty of such behaviour will be liable to disciplinary action, up to and including summary dismissal.
- 13.0 Disciplinary action will also be taken against any colleague who is found to have made a deliberately false or malicious complaint of discrimination, harassment or bullying.
- 14.0 If the colleague who has made the complaint is not satisfied with the outcome, they may appeal in writing to the manager, setting out the reasons for their dissatisfaction.
- 14.1 The appeal must be submitted within 2 weeks of receipt of the written report from the manager who handled the complaint.
  - 14.2 The senior manager responsible for the appeal will convene a hearing with the colleague to establish the grounds for their dissatisfaction and explore possible resolutions, having notified them of their right to be accompanied by a work colleague or trade union representative at the hearing.
  - 14.3 The hearing will normally be held within 2 weeks of receipt of the colleague's written appeal.
  - 14.4 Following the appeal hearing, the Company will reply to the colleague within a further 2 weeks, describing any action that they propose to take and the timescale, or informing the colleague that the appeal has not been upheld and no further action will be taken.
  - 14.5 If it is not possible to respond within the time periods stated above, the colleague will be given an explanation as to the reasons, and asked to agree to a reasonable extension of the timescale.
- 15.0 Records will be kept detailing the nature of the allegation of discrimination or harassment, the Company's response, any actions taken, the reasons for them and the outcome.
- 15.1 They will be held in accordance with the Data Protection Act 1998.

## Disciplinary Policy

- 1.0 Parenta's Disciplinary Policy is the means by which rules are observed and standards are maintained. This policy primarily aims to help and encourage colleagues to improve rather than just be a way of imposing punishment.
- 1.1 It provides a fair and consistent method of dealing with any apparent shortcomings in conduct or performance and can help a colleague to become effective again.

- 2.0 The Company believes that cases of minor misconduct or unsatisfactory performance are usually best dealt with informally with a 'quiet word' often being all that is required to improve a colleague's conduct or performance.
- 2.1 However there will be situations where matters are more serious or where an informal approach has been tried but is not working and in these cases formal action will be appropriate.
- 3.0 All parties involved in the application of the Disciplinary Policy must respect the confidentiality of the process.
- 4.0 The Company may choose not to use the Disciplinary Policy for colleagues during their probationary period and/or for those with comparatively short service. This latter group may have a shortened version of the disciplinary procedure applied.
- 5.0 Matters which will be dealt with under the Company's Disciplinary Policy fall into three categories, all of which can lead to dismissal. These include but are not limited to:-
- 5.1 Incapability:
- 5.1.1 Poor performance;
  - 5.1.2 Incompetence;
  - 5.1.3 Unsuitability.
- 5.2 Misconduct:
- 5.2.1 Poor timekeeping;
  - 5.2.2 Lack of application;
  - 5.2.3 Unauthorised absence from work;
  - 5.2.4 Persistent or irregular absenteeism;
  - 5.2.5 Minor damage to the Company's property;
  - 5.2.6 Failure to observe the Company's rules or procedures (or a minor breach);
  - 5.2.7 Abusive behaviour;
- 5.3 Gross Misconduct:
- 5.3.1 Theft or fraud;
  - 5.3.2 Harassment or discrimination.
  - 5.3.3 Physical violence or bullying (or the threat of);
  - 5.3.4 Deliberate and serious damage to property;
  - 5.3.5 Serious misuse of the Company's property or name;
  - 5.3.6 Deliberately accessing internet sites containing pornographic, offensive or obscene material;
  - 5.3.7 Serious insubordination;
  - 5.3.8 Unlawful discrimination or harassment;
  - 5.3.9 Bringing the organisation into serious disrepute;
  - 5.3.10 Serious incapability at work brought on by alcohol or illegal drugs;
  - 5.3.11 Causing or risking loss, damage or injury through serious negligence;
  - 5.3.12 A serious breach of health and safety rules;
  - 5.3.13 A serious breach of confidence;



- 5.3.14 Falsification of reports, accounts, expense claims or absence self-certification forms;
- 5.3.15 Serious breach of the Data Protection Act or the Bribery Act;
- 5.3.16 Acceptance of a bribe, making or attempting to make a bribe, from/to commercial partners such as a client/prospective client or supplier/prospective supplier or government official;
- 5.3.17 Serious breach of the Company's Rules, Policies or Procedures including (but not limited to) Email and Internet Policy, Bribery Policy and Compliance Manual.

- 6.0 The examples stated above are for guidance purposes only and are not exclusive or exhaustive.
  - 6.1 Any particular situation not covered above which the Company deems to warrant disciplinary action being taken will be dealt with under the Disciplinary Procedure as the Company considers appropriate.
  - 6.2 In particular, conduct outside work which brings a colleague or the Company into serious disrepute or which otherwise seriously and adversely affects that colleague's suitability to perform their job will be grounds for disciplinary action, up to and including dismissal.
- 7.0 The Disciplinary Procedure for Incapability and Misconduct/Gross Misconduct form part of this policy.

### **Disciplinary Procedure (Incapability)**

- 1.0 Minor faults will be dealt with informally through the Company's 'Performance Improvement Plan Process' by the colleague's immediate manager (or other appropriate person) for the purpose of improving performance, but where the matter is more serious the following procedure will be used.
- 2.0 An investigation will be undertaken relating to the circumstances to determine whether there is a case to answer.
  - 2.1 This may require an investigatory meeting to be held but improvement/disciplinary action will not be considered at this meeting.
  - 2.2 A colleague does not have a right to be accompanied at this meeting.
- 3.0 A colleague will be notified in writing if there is a case to answer.
  - 3.1 This notification will contain information about the alleged incapability and its possible consequences.
  - 3.2 The notification will also give details of the time and venue for the formal meeting and will advise the colleague of their right to be accompanied at the meeting by a fellow work colleague, trade union representative or an official employed by a trade union.
  - 3.3 A trade union representative who is not an employed official must have been certified by their union as being competent to accompany a worker.
  - 3.4 The meeting will be held without unreasonable delay whilst allowing the colleague reasonable time to prepare their case. The People team will nominate a manager to take the meeting and someone from the People team may be in attendance.
  - 3.5 At the meeting, the complaint against the colleague will be explained and the evidence that has been gathered will be presented.
  - 3.6 The colleague will be allowed to set out their case and answer any allegations that have been made.

- 3.7 The colleague will also be given a reasonable opportunity to ask questions, present evidence and call relevant witnesses and to raise points about any information provided by witnesses.
  - 3.8 The person accompanying the colleague at the formal meeting will be allowed to address the hearing to put and sum up the colleague's case, respond on behalf of the colleague to any views expressed at the meeting and confer with the colleague during the meeting.
  - 3.9 The companion does not, however, have the right to answer questions on the colleague's behalf, address the hearing if the colleague does not wish it or prevent the employer from explaining their case.
  - 3.10 The meeting will be adjourned before a decision is taken about whether a First Warning is appropriate. The adjournment allows, where necessary, further checking of any matters raised particularly if there is any dispute over facts.
  - 3.11 If the colleague fails to attend a duly convened formal meeting without a reasonable excuse, a decision may be taken in their absence.
- 4.0 Stage 1 - First Written Warning: The First Warning represents the first stage of a formal procedure and it will confirm that failure to improve could lead to action under the next stage of the procedure and, ultimately, dismissal.
- 4.1 If the outcome of the Formal Meeting is that a First Warning will be issued, it will set out:
    - 4.1.1 The performance problem and the improvement required;
    - 4.1.2 The timescale for achieving this improvement and a review date;
    - 4.1.3 Any support, including training, that will be provided to assist the colleague; and
    - 4.1.4 How the colleague can appeal against the decision.
- 5.0 Stage 2 - Final Written Warning: If there is no satisfactory improvement within the specified timescale and after following the procedure outlined above, a final warning may be issued.
- 5.1 The Final Warning will set out:
    - 5.1.1 The performance problem and the improvement required;
    - 5.1.2 The timescale for achieving this improvement and a review date;
    - 5.1.3 Any support, including training, that will be provided to assist the colleague; and
    - 5.1.4 How the colleague can appeal against the decision, if applicable.
  - 5.2 It will warn that any action under Stage 3 - Dismissal will be taken if there is no satisfactory improvement within the stated timescale.
- 6.0 Stage 3 - Dismissal: At this stage of the process, consideration will be given to suspending a colleague prior to any formal meeting.

- 6.1 In such circumstances suspension is not an assumption of guilt and is not considered to be a disciplinary sanction in itself.
- 6.2 If a colleague is suspended, their contract of employment will continue and they will be paid during the period of suspension but will not be allowed access to any of the Company's premises except with the Company's prior consent and subject to such conditions as the Company may impose. Suspension will be confirmed in writing.
- 6.3 If the colleague has failed to make a satisfactory improvement within the timescale of a Final Warning, and after following the procedure outlined above, dismissal will normally result.
- 6.4 Any decision to dismiss by reason of incapability will be confirmed in writing along with the colleague's right of appeal against the decision, if applicable.
- 7.0 If the required improvement is shown within the timescale specified, following a First Warning, but repeated incapability occurs within 12 months from the end of the period when the performance improved, the Company reserves the right to reintroduce the disciplinary procedure at Stage 2.
  - 7.1 Similarly, if repeated incapability arises following an improvement within the specified time period detailed in 7.0, the Company reserves the right to reintroduce the disciplinary procedure at Stage 3.

### **Disciplinary Procedure (Misconduct and Gross Misconduct)**

- 1.0 Minor disciplinary matters will usually be dealt with by a colleague's immediate manager (or other appropriate person) on an informal verbal basis. However, where it is considered that an informal warning is inadequate, the following procedures will apply.
  - 1.1 The procedure may be implemented at any stage if a colleague's alleged misconduct warrants such action.
  - 1.2 In cases of misconduct, a subsequent offence need not be of the same nature as the earlier offence. The procedure is therefore, cumulative.
- 2.0 Whenever an allegation of misconduct or gross misconduct has been made, an investigation will be undertaken relating to the circumstances to determine whether there is a case to answer.
  - 2.1 This may require an investigatory meeting to be held but disciplinary action will not be considered at this meeting.
  - 2.2 The colleague does not have a right to be accompanied at this meeting.
- 3.0 The Company reserves the right, if appropriate, to suspend a colleague whilst an investigation is undertaken or for other good reason.
  - 3.1 In such cases, suspension is not an assumption of guilt and is not considered to be a disciplinary sanction in itself.
  - 3.2 If a colleague is suspended, their contract of employment will continue and they will be paid during the period of suspension but will not be allowed access to any of the Company's premises except with the Company's prior consent and subject to such conditions as the Company may impose.
  - 3.3 Suspension will be confirmed in writing.

- 4.0 A colleague will be notified in writing if there is a case to answer.
- 4.1 This notification will contain information about the alleged incapability and its possible consequences.
  - 4.2 The notification will also give details of the time and venue for the formal meeting and will advise the colleague of their right to be accompanied at the meeting by a fellow work colleague, trade union representative or an official employed by a trade union.
  - 4.3 A trade union representative who is not an employed official must have been certified by their union as being competent to accompany a worker.
  - 4.4 The meeting will be held without unreasonable delay whilst allowing the colleague reasonable time to prepare their case.
  - 4.5 The People team will nominate a manager to take the meeting and someone from the People team may be in attendance.
  - 4.6 At the meeting, the complaint against the colleague will be explained and the evidence that has been gathered will be presented.
  - 4.7 The colleague will be allowed to set out their case and answer any allegations that have been made.
  - 4.8 The colleague will also be given a reasonable opportunity to ask questions, present evidence and call relevant witnesses and to raise points about any information provided by witnesses.
  - 4.9 The person accompanying the colleague at the formal meeting will be allowed to address the hearing to put and sum up the colleague's case, respond on behalf of the colleague to any views expressed at the meeting and confer with the colleague during the meeting.
  - 4.10 The companion does not, however, have the right to answer questions on the colleague's behalf, address the hearing if the colleague does not wish it or prevent the employer from explaining their case.
  - 4.11 The meeting will be adjourned before a decision is taken about whether a First Warning is appropriate. The adjournment allows, where necessary, further checking of any matters raised particularly if there is any dispute over facts.
  - 4.12 If the colleague fails to attend a duly convened formal meeting without a reasonable excuse, a decision may be taken in their absence.
- 5.0 Stage 1 - First Written Warning: Where the outcome of the Disciplinary Hearing/ Investigation is that a First Written Warning is appropriate, then this will be confirmed in writing to the colleague. The letter will set out:
- 5.1 The details of the complaint and the improvement required;
  - 5.2 That action under the procedure will be considered if there is any further misconduct during the currency of the warning;
  - 5.3 Any support, including training, which will be provided to assist the colleague; and
  - 5.4 How the colleague can appeal against the decision.
- 6.0 Stage 2 - Final Written Warning: Where the outcome of the Disciplinary Hearing/Investigation is that a Final Written Warning is appropriate, then this will be confirmed in writing to the colleague. The letter will set out:
- 6.1 The details of the complaint and the improvement required;
  - 6.2 That action under the procedure will be considered if there is any further misconduct during the currency of the warning;
  - 6.3 Any support, including training, which will be provided to assist the colleague; and
  - 6.4 How the colleague can appeal against the decision.

- 7.0 Stage 3 - Dismissal: Where a colleague has a current Final Written Warning or faces a charge of gross misconduct, the Hearing will normally be taken by the colleague's immediate manager (or other appropriate person) and someone from the People team may be in attendance.
- 7.1 Where the outcome of the Disciplinary Hearing is a decision to dismiss the colleague, then this will be confirmed in writing to the colleague along with details of the colleague's right of appeal.
- 7.2 In cases of gross misconduct, dismissal will always be without notice or pay in lieu of notice.
- 8.0 In appropriate cases, the Company may consider the use of transfer, suspension without pay or demotion in lieu of issuing a Written or Final Written warning or dismissal.
- 9.0 The People team own the Disciplinary Policy and associated procedures and are responsible for ensuring that it meets best practice and legal standards.
- 9.1 The role of the People team representative is to support the disciplinary process during its application advising and guiding those involved in the process and enabling a fair, reasonable and equitable outcome.
- 10.0 All colleagues have the right of appeal against any disciplinary or improvement decision made at any stage of the procedure.
- 10.1 Any appeal must be put in writing within 5 working days of receipt of any written warning or notice of termination of employment and submitted to the person specified in that document.
- 10.2 Appeals will be heard as soon as practicable wherever possible by someone senior in authority to the person who took the original decision and who was not involved in the original process.
- 10.3 The colleague, or a companion if the colleague so wishes, will have an opportunity to comment on any new evidence arising during the appeal before any decision is taken.
- 10.4 The colleague may be accompanied to the meeting by a fellow work colleague, trade union representative or an official employed by a trade union.
- 10.5 The decision on appeal will be notified to the colleague in writing and will be final and binding.
- 11.0 This disciplinary procedure is non-contractual and may be amended from time to time by the Company at its sole discretion and without notice.

## Grievance Policy and Procedure

- 1.0 Grievances are concerns, problems or complaints raised by a colleague. The Company understands that any colleague may at some time have problems or concerns with their work, working conditions or relationships with other colleagues that they wish to raise with the Company.
- 2.0 The Company believes that grievances are best dealt with at an early stage, informally, normally with a colleague's immediate manager.
  - 2.1 However, by having a formal grievance procedure in place the Company is able to give reasonable consideration to any issues which cannot be resolved informally and to deal with them fairly and consistently.
  - 2.2 Pursuing the formal route should be the last, or the only, resort rather than the first option.
- 3.0 The Company's grievance procedure is non-contractual and may be amended from time to time. Any questions concerning this procedure should be addressed to the People team.
- 4.0 Stage 1 - Informal: Where a colleague wishes to raise a grievance, they should first do this informally with their immediate manager.
  - 4.1 If the grievance is against, or involves, the colleague's manager, the colleague may raise the issue with the People team or the manager's manager.
  - 4.2 Whoever has the grievance raised with them shall attempt to deal with the matter informally and as soon as is practicable after making such consultations and deliberations as they think necessary.
- 5.0 Stage 2 - Formal: If the matter is not resolved to the colleague's satisfaction within a reasonable time, then the colleague may submit the grievance in writing to the People team.
  - 5.1 The People team will nominate an appropriate manager to hear the grievance and will work with this manager to arrange a meeting which will be held without unreasonable delay after the written grievance is received.
  - 5.2 The colleague raising the grievance will be invited to attend the meeting and to explain their grievance and how they think it should be resolved.
  - 5.3 The People team may be present at the meeting and will support the grievance process.
  - 5.4 The colleague may choose to be accompanied at the meeting by a fellow work colleague, trade union representative or an official employed by a trade union.
    - 5.4.1 The companion may address the meeting in order to present the colleague's case, sum up the colleague's case, respond on the colleague's behalf to any view expressed at the hearing, and confer with the colleague during the meeting.
    - 5.4.2 The companion may not answer questions on the colleague's behalf, or address the meeting if the colleague does not wish it, or to prevent the manager hearing the grievance from explaining their case.
    - 5.4.3 Colleagues choosing a companion should bear in mind that it would not be reasonable to insist on being accompanied by a work colleague whose presence would prejudice the meeting or who might have a conflict of interest.
    - 5.4.4 Colleagues or trade union officials do not have to accept a request to be a companion and they should not be pressurised to do so.

- 5.5 The grievance process is a confidential one and all parties involved will only communicate information concerning the grievance to others where it is absolutely essential to do so.
- 5.6 The People team will arrange for a note of the meeting to be taken and this will be shared for comment with the manager hearing the grievance, the colleague raising the grievance and their companion.
- 5.7 If appropriate, the meeting can be adjourned for any investigation or deliberation that the manager hearing the grievance considers to be necessary.
- 5.8 Following the meeting, the manager's decision will be communicated to the colleague in writing, without unreasonable delay and, where appropriate, will set out what action will be taken to resolve the grievance.
- 5.9 The colleague will be informed that they can appeal if they are not content with the action taken and to whom any appeal should be addressed.
- 6.0 Stage 3 - Appeal and final stage:
  - 6.1 If the colleague is dissatisfied with the decision, they may appeal in writing against the decision within 5 working days of the date of the decision. The written appeal must confirm the grounds of appeal.
  - 6.2 A meeting to consider the appeal will be held without unreasonable delay.
  - 6.3 The appeal will be heard, wherever possible, by a more senior manager than the one who dealt with the original grievance and who has not previously been involved in the case.
  - 6.4 Points 5.2 and 5.7 will apply to this Appeal stage of the grievance with the exception that the manager's decision at this stage will be final and no further right of appeal is allowed.



# **Policies - please read**

[Redundancy Policy](#)

[Safer Recruitment, Selection and Onboarding Policy](#)

[Equality, Diversity and Inclusion Policy](#)

[Health, Safety and Welfare Policy](#)

[Modern Slavery and Human Trafficking Policy](#)

# Handbook support

If you have any questions regarding the contents of this handbook, please contact your manager or the People Team - [hrsupport@parenta.com](mailto:hrsupport@parenta.com)

**Working together for our children**

0800 002 9242  
[hello@parenta.com](mailto:hello@parenta.com)

[www.parenta.com](http://www.parenta.com)

Parenta, S02 Second Floor, Knightrider House, Knightrider Street,  
Maidstone, Kent, ME15 6LU