



royal free london
pharmacy

**Staff Handbook for Staff
employed by
Royal Free London Property Services
and / or
Royal Free London Dispensary Services
Version 4.0**

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1 Introduction

This Staff handbook applies to all Staff of Royal Free London Property Services (“RFLPS”) (Property Services) and the Royal Free London Dispensary Services Ltd (RFLDSL) (Dispensary Services) known as the “Company”.

It contains information, rules, guidance and procedures concerning Staff’s work at the Company and should be read in conjunction with the Contract of Employment ('Statement'), which should have been provided. If Staff have not been provided with a Statement for any reason, or if they have any queries, then they should raise them with their line manager.

This Handbook has been compiled to help Staff to understand what is expected of them as a Staff member. The information provided in this Handbook does not form part of any Staff member’s Contract of Employment unless expressly stated and agreed to the contrary. All staff are expected to familiarise themselves with the content of this Staff Handbook and adhere to the arrangements described in this Handbook at all times.

In addition to this Staff Handbook, Staff are expected to comply with all the Company’s rules, instructions, policies and procedures which are available on the Intranet. Any failure to do so may result in disciplinary action.

The Company reserves the right to make reasonable changes to any part of the information provided. Any proposed adjustments will be circulated to Staff within 4 weeks of changes being implemented.

Should there be any inconsistency between the provision of this Staff Handbook and the Contract of Employment, the latter will prevail.

Other or revised rules, policies and procedures may be issued at any time separate to this Handbook and it is Staff responsibility to observe and adhere to these.

This Staff handbook explains in more detail in the Company’s rules, instructions, policies and procedures. Accessibility of information is the key purpose of the Staff Handbook.

1.1 Definitions

Royal Free London Property Services and Royal Free London Dispensary Services are companies which, though legally separate entities from the Royal Free London NHS Foundation Trust Group (RFL Group), were created by the RFL Group, are wholly owned by the RFL Group, and are governed by the same values and objectives as the parent RFL Group.

“Wholly Owned Subsidiary” means a subsidiary of the Royal Free London NHS Foundation Trust.

1.2 Background

Property Services (RFLPS) and Dispensary Services (RFLDSL) are separate companies which are wholly owned by the Royal Free London NHS Foundation Trust (the “RFL Group”) and work in partnership with the trust to support and promote good clinical outcomes, enhance the patient experience and enable staff to deliver world class care.

As these are wholly owned companies, the Royal Free London NHS Foundation trust retains 100% of the shares in both the companies, ensuring that the company staff and the relevant funding remains within the NHS family.

In the development of Property Services and Dispensary Services, the trust board committed to developing new pay and terms and conditions which are broadly financially equivalent to NHS Staff, taking into account annual leave, pensions and other benefits.

Property Services (RFLPS) background

Following the formation of RFL Property Services (RFLPS) in 2018, as a wholly owned subsidiary of Royal Free London NHS Foundation Trust we have embarked on a journey of transformational change in the way estate services are delivered within the NHS.

In a spirit of true blended partnership we are committed to providing sound asset management and development services that support educated and informed investment and service delivery decisions across customer sites but give real focus on service sustainability, productivity, health outcomes, experience and wellbeing across our customer sites. Our capability and quality has already been recognised in the winning of two estates team of year awards in 2019.

We pride ourselves on being able to recruit and retain a workforce that has the capability and capacity to solve complex problems and deliver a service that is flexible, resilient and can be tailored to suit customer needs and ambitions. Supporting our staff and making them feel valued is at the heart of our ability to perform.

RFL Dispensary Services (RFLDS) background

The Royal Free London Dispensary Service (RFLDS) was formed in 2019 as a wholly owned subsidiary of the Royal Free London NHS Foundation Trust. Our aim is to become a provider and employer of choice within the communities we serve.

We remain flexible in our approach in meeting the changing needs of our patients and clinicians. We are on a journey to ensure that we recruit and retain the best talent by creating and encouraging an interactive, curious, diverse environment which fosters a knowledgeable collaboration among health care professionals and consumers.

1.3 Values

The Values of the Company mirror those of the RFL Group's World Class Care values.

The World Class Care values are:

- Positively welcoming;
- Actively respectful
- Clearly communicating; and
- Visibly reassuring

These values are integral to the Company and the work it does. A failure to comply with or adhere to the World Class Care Values will therefore be treated as misconduct which could result in disciplinary action and may result in dismissal.

By accepting the principles as outlined in this Staff Handbook, Staff agrees that they are bound by the standards set by their professional regulatory body, as and when appropriate to them.

A failure to comply with or adhere to the Staff member's regulatory body's code of conduct may lead to capability management or disciplinary action, and will result in a referral to their regulatory body.

1.4 Mission Statement

Our mission is to support the Royal Free London Group to be world class in terms of healthcare treatment, clinical research and teaching excellence. We aim to deliver and develop leading local healthcare in all three of our hospitals, to improve lives and help people thrive.

Our governing objectives set out how we will achieve our mission by making sure that we have:

- Excellent outcomes in our clinical services, research and teaching
- Excellent experience for our patients and Staff
- Excellent financial performance
- Safety and compliance with our external duties
- Continual development of a strong and highly capable organization

1.5 Equality and Diversity

The Company is committed to managing diversity and making full use of the talents and resources of its Staff; to ensure that no Staff receives less favourable treatment because of sex, gender reassignment, marital status, pregnancy or maternity leave, race, disability, sexual orientation, religion or belief, or age.

The Company has a responsibility to ensure that everyone has equal access to employment, development, learning and training opportunities. It has been largely driven by legislative developments focusing on outlawing unfair discrimination. Managing equality and diversity is regarded as a more positive or proactive approach, because it places emphasis on valuing differences between individuals and recognising that the engagement of Staff from a range of backgrounds can bring positive benefits for an organisation.

The Company recognises its responsibilities under the Equality Act 2010 and believes in creating an inclusive culture in the workplace where everyone feels involved and is able to contribute positively in their team. A workplace where equality, diversity and inclusion is embedded yields a high work satisfaction, healthy staff turnover, high levels of loyalty to the organisation, high levels of adaptability, agility, creativity and innovation.

The Company demonstrates a commitment to eliminating discrimination, encouraging and valuing diversity and inclusion in all of its processes including; recruitment and selection, training, promotion, transfer, pay and benefits and performance appraisal procedures, in addition to all terms and conditions of employment.

The Company recognises that unlawful discrimination is unacceptable. Failure to comply with or adhere to the RFL's Group's Equality, Diversity & Inclusion Policy will be treated as misconduct and may result in dismissal. In particular, serious cases of deliberate discrimination may amount to gross misconduct resulting in summary dismissal.

If you believe that you have suffered discrimination you can raise the matter through the Company's Grievance Procedure will be treated in confidence and investigated as appropriate.

Staff must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under the Company's Disciplinary Procedure.

For more information on the equality and managing diversity, please refer to the Equality, Diversity and Inclusion Policy on RFL Group's Trust intranet

1.6 Confidentiality

Staff at all times must be aware of the importance of maintaining the confidentiality of information gained during the course of any employment or assignment (as applicable). This will in many cases include access to personal information relating to patients, service users and members of the public. You must treat all information in a discreet and confidential manner. Please note that your obligation to respect the confidentiality of information you encounter continues after your employment or assignment (as applicable) with the Company comes to an end.

Data protected information regarding service users must not be disclosed either verbally or in writing to unauthorised persons. Written records, computer records and correspondence pertaining to any aspect of the Company's activities or the activities of the RFL Group must be kept securely at all times and Staff will

be expected to comply with the RFL Group's Data Protection Policy and Procedures. Breach of confidentiality may give rise to disciplinary action under the Company's Disciplinary Procedure.

Staff have an obligation to ensure that computer systems they use are protected from inappropriate access e.g. by ensuring that personal access codes are kept secure as outlined in the RFL Group's IT Systems Access and Usage policy .

All data held by the Company must conform to the requirements of the Data Protection Act 2018 (DPA) and the General Data Protection Regulation 2018 (GDPR). Under the DPA and GDPR, service users and staff have a right of access to their records, but unauthorised disclosure of personal information (including such information that is recorded on computer) is unlawful. Further guidance is available on request from the Workforce department.

Use of the RFL Group and the Company's Network, Email and Internet is subject to Company's IT Systems Access and Usage policy and UK law (Data Protection Act 2018, General Data Protection Act 2018 and Computer Misuse Act 1990) and any illegal or inappropriate use will be dealt with under the Company's Disciplinary Procedure.

Please note that nothing in these instructions is intended to or shall prevent you from making a lawful protected 'whistleblowing' disclosure as covered in the Company's Speaking Up Policy and procedure.

1.7 Data Protection

In accordance with the Company's privacy notice for Staff, the Company will hold computer records and personnel files relating to you which contain personal data. The Company will comply with its obligations under the General Data Protection Regulation and all other data protection legislation.

The data the Company holds will include employment application details, references, bank details, performance appraisals, holiday and sickness records, salary reviews and remuneration details and other records, (which may, where necessary, include special category data and criminal offence data, data relating to your health, data held for ethnic monitoring purposes, and data regarding DBS checks).

Staff are required to familiarise themselves with the RFL Group's Data Protection policy on Freenet which sets out its obligations under the General Data Protection Regulation and all other data protection legislation.

Staff are responsible to comply with the RFL Group's Data Protection policy at all times and they must only access the systems, databases or networks to which they have been given authorisation.

The Company will consider a breach of the RFL Group's Data Protection policy to be a disciplinary matter which may lead to disciplinary action up to and including summary dismissal. Staff should also be aware that they could be criminally liable if personal data is disclosed in breach of the Company's policies and procedures.

If you have any queries about the responsibilities in respect of data protection you should contact the RFL Group's Data Protection Officer.

1.8 Personal Data

The Company requires such personal data for personnel administration and management purposes and to comply with its obligations regarding the keeping of Staff records.

The Company will treat all personal information as confidential and will not use or process it other than for legitimate purposes. The Company will ensure that the information is accurate, kept up-to-date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

The RFL Group's Staff Privacy statement on the intranet sets out the Group's legal basis for processing your personal data and sets out in more detail what data is kept and how and why it is kept and used. Please refer to this if you want further information on how the Company handles your personal data.

Staff rights of access to this data are prescribed by law.

1.9 Information Technology

Staff are required to familiarise themselves with the RFL Group's policies and procedures related to information and technology. These can be found on the intranet.

These policies and procedures include, but are not limited to:

- Internet and email – Unacceptable use
- Mobile Devices and Remote Access Policy
- Password reset procedure

Staff will be advised of any amendments or additions to these policies and procedures as and when these are made.

The Company reserves the right to monitor Staff's use of its information and technology.

Failure to follow the Information Technology policies and procedures may result in action being taken against them under the disciplinary procedure which, in the case of gross misconduct, may also be in a criminal offence for which Staff would be liable to prosecution.

2 First Day Information

2.1 Place of work

The place of work location is as detailed in any applicable contract of employment or contract of assignment (as applicable).

2.2 Working Hours

The Company's standard hours of work are detailed in Staff's contracts of employment or contracts of assignments (as applicable). Staff's specific working pattern (specific work rota) will be agreed with their line manager at the start of their employment or assignment (as applicable).

Staff are responsible for ensuring that they attend punctually for work and follow all the Company's timekeeping and absence procedures.

If Staff are unable to attend work for any reason or are going to be late they are required to telephone their Line Manager as soon as reasonably practicable but no later than 30 minutes after their official start time, stating why they are absent or late and when they expect to attend work.

If it is necessary for a Staff member to leave work prior to their finishing time or to have time away during the working period, they must not leave without first obtaining permission from their Line Manager. In such circumstances, they must report to their Line Manager before leaving and, where appropriate, prior to returning to work.

A Line Manager may request a meeting with a Staff member to discuss any lateness and establish the reason for it. Managers are encouraged to understand if there are underlying reasons why their staff are late, and work with them to try to resolve it if they can.

Persistent or serious lateness and continued timekeeping issues may also be dealt with under the Company's Disciplinary procedure.

Working long hours without a break can lead to people working less productively and it can affect their wellbeing. Staff are encouraged to take the breaks that they are entitled to during the working day.

2.3 Working Time Regulations 1998

Working Time Regulations 1998 apply to Staff of the Company. Regulation 4 of the Regulations provides that Staff should not work for more than 48 hours per week (taken as an average over a 17 week period) unless they have consented to opt out of the 48 hour limit.

The Company complies with the requirements of the Working Time Directive and therefore Staff will not be expected to work more than 48 hours per week (on average) unless they voluntarily opt out of this restriction on their working hours in writing.

Any Staff's consent to opting out will not affect any of their other rights and if they agree to opt out they also have the right to withdraw their consent on three months written notice and return to the 48 hour limit.

2.4 Changes to your Working Hours

There may be times when we need to make minor changes to the Staff working hours, on a permanent or temporary basis, for a clear business reason.

The Company expects Staff to be flexible and try to work the new arrangements if they can. There may also be times where the Company may request a more fundamental change to the Staff hours, including reducing

or making significant changes to their working hours. If this is the case, the Company will commit to consulting with Staff appropriately in advance of implementing any such changes.

2.5 Personal Details

All Staff will be required to provide the Company with various forms of personal information at the start of their employment or assignment (as applicable). This requirement specifying which information is required will be made clear in any documentation provided in line with the Company's Recruitment Process when engaging Staff.

During the duration of employment or the assignment (as applicable), Staff will be responsible for updating personal information via the ESR Self Service function. Staff must update the system immediately of any change related to, e.g. address, telephone number, next of kin, bank details etc. For more information of this process, Staff are encouraged to familiarize themselves with the relevant pages of the intranet.

It is in the Staff member's interest to notify the Company of any such changes. The Company will not be responsible for any issues arising out of the failure to be notified of changes in respect of the Staff member's personal details. In instances where there is a breach of a requirement to update such information in accordance with any conditions pertaining to right to work within the UK then appropriate action may be taken by the Company up to and including suspension [without pay] or dismissal.

2.6 Probation Period

The appointment of Staff will be subject to a formal probationary period of up to 6 months. This period provides the opportunity to assess performance and capability to undertake the role. The Company will write to confirm that the probation period has ended. The probationary period may be extended if further assessment over a longer period of time is required. If this is the case, Staff members will be notified of the revised probationary period expiry date. For those Staff who are on a fixed term contract, please refer to the table below for the recommended probation periods.

Length of Fixed Term Contract	Recommended probationary period
3 months or less	1 month
4 months to 6 months	3 months
7 months 9 months	4 months
10 months or more	6 months

For more information on this process, refer to the Probation procedure flow chart.

2.7 Job evaluation

As the salary grades for the Company are broadly in line with the RFL Group's general expectation of reflecting Agenda for Change, the Company follows the RFL Group's current job evaluation process.

Job evaluation is the process by which all posts are matched to a pay grade, which determines the salary range applicable to any individual appointed to that post. This includes all the new posts for the Company, which were evaluated following the RFL Group's recognised job evaluation process,

For more information on the RFL Group's job evaluation process, please refer [here](#) to the job evaluation guidelines or [here](#) for the NHS Job Evaluation Handbook.

2.8 Salary and Benefits

As outlined in the Staff member's offer letter and contract of employment/contract of assignment (as applicable): salary will be paid monthly by direct debit. For details regarding pay Staff should refer to their contract of employment or contract of assignment (as applicable), please note that all remuneration information is confidential.

The normal pay day for the Company is the last Wednesday of the month. Staff will be notified in advanced to any changes to this. If a staff member starts on or after 15th day of the month they will be paid their first salary at the end of the following month due to payroll cut off dates.

After each salary payment, Staff will be able to login to the ESR Self Service System to view their online payslip and see how the total amount of pay has been calculated. This will also show any deductions which have been made and the reasons for these deductions. If Staff have any queries regarding the details on their payslip or the amount paid, these should be raised with your line manager so that they can address any issues raised. If there is still uncertainty or dissatisfaction with any response received Staff can then contact the Group Payroll provider team directly for clarity. The contact details can be found on Staff Intranet.

Any changes made to pay will be confirmed to in writing to Staff with appropriate notice provided prior to such changes taking effect.

2.8.1 Pay and Pay Progression

Grade	Years for WOS to progress points	Basic Pay
A	0	£25,670
B	0	£27,774
C	2	£28,802
		£29,883
D	3	£30,965
		£33,128
E	3	£36,102
		£41,780
F	3	£45,024
		£50,052
G	3	£51,739
		£57,925
H	3	£60,165
		£65,032

I	3	£69,899
		£75,847
J	3	£77,469
		£88,554
K	3	£93,421
		£103,966
L	3	£110,996
		£121,811

2.8.2 Starting Salaries

Newly appointed or promoted Staff will start on point 1 of the pay grade. At the discretion of the managing director / chief operating officer and Assistant Director of people where the individual has relevant experience the Staff may start on the second point of the grade. Where such discretion is exercised it will be on an objective basis in line with an appropriate management business case.

2.8.3 Pay Progression between Points

Staff will progress to the next pay step point as below:

- Grade B and C – on the 2nd anniversary of their start date in the post
- Grade D – L on the 3rd anniversary of their start date in the post

subject to:

- The appraisal process has been completed within the last 12 months and outcomes are in line with the company's standards.
- There is no formal capability process in place.
- There is no formal disciplinary sanction live on the Staff's record.
- Statutory and/or mandatory training has been completed.
- For line managers only – appraisals have been completed for all their Staff as required.
- Appraisals should continue to take place as a minimum on an annual basis, regardless of whether it is a year which includes moving to the second pay point.
- In exceptional circumstances and subject to an objective business case being approved including the joint agreement of the managing director and head of workforce, progression to the 2nd point in the grade may be accelerated: due to either business need or as a result of Staff's experience and qualifications.
- In the case where the Staff is on planned long-term paid absence such as maternity, adoption and shared parental leave the pay step review can be conducted early if this is reasonable and practical, allowing the pay step to be applied on their pay step date in their absence.

2.8.4 Pay Progression for Grades J, K and L

In addition to the points above, the second pay points in Grades J, K and L are annually earned points and will not be subject to pay protection. When a Staff member has not met the required level of performance and delivery for a given year, they will return to the 1st point of the grade subject to review after 12 months.

Any decisions to delay the pay progression until Staff meets the required standard are made by Head of Workforce and Managing Director.

It is expected that Staff will achieve the required standards at the point of progression to the second pay point. It is also expected that Staff and their line manager should have regular discussions about any problems in reaching the required standards before the second pay point. This will allow time for issues to be raised and possible solutions found to enable progression to the second point on time.

In situations where standards have not been met as per paragraph (2.7.3) and there are no mitigating factors sufficient to justify this, it is expected that an individual's pay step will be delayed until the Staff member meets the required standard.

Staff can appeal the decision to delay progression to the second point via the final stage of the grievance process set out in the Company's Grievance Procedure.

2.8.5 Annual Pay Review

An annual pay review will be undertaken by the Royal Free London Group's Remuneration Committee taking into account factors such as market rates, inflation and previous pay reviews. These reviews are in respect of the Company and for the avoidance of doubt there is no automatic link to or consideration of NHS agenda for change pay reviews and uplifts which may apply within the NHS when undertaking Company annual pay reviews.

Unless specified otherwise all new Staff to the Company will be appointed to the bottom of the relevant pay grade that they are recruited / assimilate into.

The Company's pay grade describes the agreed pay progression framework which underpins the pay structure and requires a manager/staff submission process to be followed for pay step points to be achieved.

The pay structure framework will work in conjunction with local mandatory appraisal processes. The framework is intended to ensure that within each pay grade Staff have the appropriate knowledge and skills they need to carry out their roles.

The expectation is that all Staff will meet the required standards and therefore be able to progress on their pay step date.

Appraisal processes should involve regular conversations between staff and their line managers to ensure that required standards are understood, and additional support identified in good time.

The pay step date is the anniversary of the date the individual commenced employment in their current grade.

Where Staff move to a job in a higher pay grade, their pay step date will become the anniversary of the date they commenced in that new grade.

Where a post is re-banded to a higher grade as a result of a changed job evaluation outcome, the pay step date will become the anniversary of the agreed date that the new job description is deemed to have taken effect.

In all other cases including changing jobs within the same grade, and moving to a lower grade as part of an organisational change process, pay step dates will remain unchanged.

The Company's pay grade structure describes the minimum length of service on a pay step point required before Staff are eligible to move to the next pay step.

2.8.6 Overtime

Unless agreed otherwise within any specific contract of employment or assignment (as applicable) Staff will not be paid additional or overtime payments for any extra hours worked over their contractual working hours during the course of undertaking their normal duties.

If applicable, paid overtime outside working hours is payable when the following procedure is followed:

- Overtime must be authorised in advance and approved by the Staff's line manager and Head of Finance.
- Overtime claims must be submitted each month. Submissions which consolidate more than one month's overtime will not be accepted.

2.8.7 Authorised Overtime Rates

Any overtime which is pre-agreed by your line manager for hours worked during the week (Monday to Saturday) will be based on the plain time rates of basic pay.

Payment for all overtime worked on Sundays will be calculated at 1.33 times hourly rate and on general public holidays it will be calculated on a basic rate of 1.5 times your hourly rate.

Part-time Staff will receive payments for the additional hours at plain time (standard hourly) rates until they have worked until 37.5 hours per week.

Staff may request to take time off in lieu as an alternative to overtime payments. However, staff who for operational reasons, are unable to take time off in lieu within three months of undertaking such overtime must be paid at the overtime rate.

Time off in lieu of overtime payments will be at plain time rates.

2.8.8 Enhancements

Staff who work unsocial hours from 20:00 – 06:00 Monday to Saturday will be eligible for an enhancement payment of 1.15 times your hourly rate. For all hours on Sundays, they will be eligible for an enhancement payment of 1.33 hourly rate and for all hours on public holiday's, they will be eligible for an enhancement payment of 1.5 hourly rate.

Staff cannot receive unsocial hours' payments and payments for on-call and other extended service cover for the same hours of work where overtime is paid.

2.8.9 On-call arrangements

On-call (or 'standby') Staff are those expected to be available for work outside of their regular hours, sometimes at short notice.

During on-call Staff will be entitled to the same breaks as everyone else if they need to be available for work during this time.

Below table summarises the On-call arrangements and payments for Staff eligible for on-call.

On-call arrangement	On-call payment	
Length of on-call	Availability Payment for Staff required to attend a call out within 60 minutes	
	Standard rates	Bank holiday rate
Over 12 hours	£16.00	£20.00
Between 9 – 12 hours	£12.80	£16.00
Between 6 – 9 hours	£9.60	£12.00
Between 3 – 6 hours	£6.40	£8.00

On-call arrangement	On-call payment	
Length of on-call	Availability Payment for staff required to attend a call out within 30 minutes	
	Standard rates	Bank holiday rate
Over 12 hours	£48.00	£60.00
12 hours	£24.00	£30.00
9 hours or more but less than 12 hours	£19.20	£24.00
6 hours or more and less than 9 hours	£14.40	£18.00
3 hours and less than 6 hours	£9.60	£12.00

2.8.10 Staff Pay Protection Process

These arrangements apply to all persons directly employed by the Company with the exception of:

- Temporary Workers
- Staff on fixed term or temporary contracts will not be eligible to receive protection beyond the end of their contract i.e. if the contract is renewed, it will exclude protection.

This process does not apply in circumstances when Staff change roles due to:

- Personal choice i.e. not as an alternative to redundancy
- Ill-health (not applicable to a work related injury)
- conduct or capability reasons
- Changes made as a result of normal job rotations, training programmes.
- Changes in staffing levels (e.g. on-call rotas) or similar normal business variations.

The agreement will apply to Staff who have been placed 'at risk' and have been redeployed under the process for Managing Organisational change.

2.8.11 General Principles

The need for flexibility and change is important to the efficient management and continued success of the Royal Free London Group and its' associated companies.

Staff may be asked to move post to allow the effective utilisation of resources, skills etc. Royal Free London Group values its staff and recognises the effect change has on individuals. It will attempt to minimise this by having open communication, applying agreed procedures and protection of pay, where appropriate. Further information on how organisational change will be handled can be found in the process for Managing Organisational Change.

Protection arrangements are designed to provide an alternative to redundancy, however, there is no automatic entitlement for staff to a lower banded job with protection as an alternative to redundancy.

Earnings in the new post will be offset against protected earnings. If for any particular pay period, the earnings in the new post exceed the protected earnings, then the protection will be overridden for that pay period. At the end of the period of protection, pay and other conditions will be based on the agreed terms of the new post.

It is a condition of this pay protection process that Staff make all reasonable efforts to secure employment within the Company and/or the Royal Free London Group at or above the level of protected salary.

Unreasonable refusal to accept or apply for alternative posts at the same or higher grade may result in removal of pay protection.

Basic Pay Protection (where a post at a lower grade has been accepted as a result of organisational change).

Where Staff chooses to apply for a post more than one grade below their existing post, as an alternative to redundancy, pay protection will not apply.

Where Staff accepts a post at a lower grade as a result of organisational change the Company will protect basic salary for the periods specified below.

Basic salary is the monthly sum due in respect of basic hours worked by the Staff concerned within the standard working week, as defined in their contract of employment, plus any long term recruitment and retention premia which has been agreed for the profession/post in which the person is subject prior to the organisational change.

Payments listed as additional earnings in definition of protectable earnings are excluded.

'Protectable earnings' are basic wage or salary (this does not include overtime, on-call or unsocial hours' payments)) plus:

'Earnings in the new post' mean the sum of the basic wage or salary in the new post.

Eligible staff who have changed jobs permanently to a position on lower pay due to, illness and/or other health condition, as a result of a work related injury will receive a period of protected pay that is the same as local provision for pay protection during organisational change.

This process is in place in order to support staff that, as a result of organisational change, are required to move to a new post which would entail a reduction of earnings and certain terms and conditions of employment.

2.8.12 Pay Protection Time Periods

Pay protection will apply for the agreed periods or until the Staff moved voluntarily to a new post within the Company.

The below sets out the pay protection arrangements that apply where an Staff's pay is directly affected by change.

Type of protection	Time period	Pay protection
All types of protection	First 3 months	100% difference
All types of protection	4 - 6 months	50% difference
All types of protection	7- 9 months	25% difference
All types of protection	10 month onwards	No pay protection

2.9 Benefits

2.9.1 Pension Enrolment

Staff will automatically be enrolled onto the Qualifying Pension Scheme NEST (National Employment Savings Trust) from the first day of their employment or assignment (as applicable) with the Company.

Staff will be sent a Member welcome pack by NEST pensions, this pack contains important information about your enrolment, employer and Staff pensions' contributions, so Staff are encouraged to read this information carefully.

2.9.2 Staff Benefits

Staff are eligible for a range of Staff Benefits for information, please refer to the Staff Intranet.

2.9.3 Trade Unions

The Company recognises the important role trade unions have to play within the organisation and encourages staff to join the appropriate trade union although this is not a requirement of your employment with the company. For more information please refer to the staff intranet pages.

3 Types of Leave

3.1 Annual Leave

The Company's full time equivalent entitlement to annual leave is set out in your contract of employment or contract of assignment (as applicable).

Length of Service	Annual leave	Public holidays
Less than 5 years	25 days per annum	8 days
5 years	26 days per annum	8 days
10 years	27 days per annum	8 days

All part time staff will have their annual leave (and general public holidays) entitlement calculated in hours, on a pro-rata basis based on their contracted hours per week as a percentage of the full time equivalent.

The annual leave year runs from 1 April to 31 March. If employment or assignment commenced or terminates part way through the holiday year, entitlement to annual leave entitlement during that year will be assessed on a pro rata basis.

Annual leave entitlement increases by 1 day after 5 years of service and then again by 1 day after 10 years of service. The additional annual entitlement will be granted from the start of the next holiday year.

In addition to the annual holiday entitlement you will receive the following public holidays:

- New Year's Day*
- Good Friday
- Easter Monday
- May Day Public Holiday
- Monday Spring Public Holiday Monday
- Late Summer Public Holiday Monday
- Christmas Day*
- Boxing Day*

Staff required to work or to be on-call on a general public holiday are entitled to equivalent time to be taken off in lieu at plain time rates, in addition to the appropriate payment for the duties undertaken.

New starters will accrue annual leave calculated as a pro-rata proportion of their annual entitlement by reference to their start date for the current holiday year.

Payment for holidays will be at a Staff member's normal rate of pay.

A 0.5 working day annual leave is classified as 3.75 hours for full time Staff, and would be deemed to start at their contracted start time.

Annual leave should normally be taken in periods of not less than 3.75 hours, however line managers can be flexible to grant leave less than 3.75 hours per working day.

In normal circumstances, the maximum duration of any one period of annual leave will be 3 working weeks to allow adequate time throughout the year for rest and relaxation.

All annual holidays taken must have prior approval and authorisation. Please refer to the Leave request flow chart for annual leave requests.

The Company will respond as soon as possible to a request for annual leave.

No responsibility will be accepted for monies lost as a consequence of Staff failure to follow this procedure.

On termination of employment or any assignment, Staff will be paid any accrued untaken annual leave. However, if the amount of leave taken during the leave year exceeds the amount accrued by the termination date of employment, the pay for the excess leave that has been taken will be deducted from Staff's final pay as an overpayment.

If Staff do not take the full allowance of annual leave entitlement before the end of the leave year, they may, subject to the Company's absolute discretion, be permitted to carry over some or all of their accrued but untaken annual leave to the following leave year up to a maximum of 5 days/hours. Subject to this, the Company will not make a payment in lieu for accrued and untaken annual leave in the relevant leave year.

3.1.1 Option to Purchase Annual Leave

Staff have the right to request an additional 5 days annual leave per annum. Payment will be deducted from the Staff's salary within the same financial year requested.

3.1.2 Religious Holidays

The Company recognises that there may be some Staff who have particular needs for time off in relation to religion, religious belief or philosophical belief.

Line managers should therefore take a positive and supporting approach towards Staff whose religious beliefs mean that they ask for time off work at a particular time of year. However, this does not mean that managers are obliged to automatically grant or approve such requests for annual leave on these particular dates.

Where it is known in advance that a number of Staff are likely to want annual leave at the same time during a religious holiday period, the manager should consult the staff well in advance with a view to reaching a fair agreement on how to manage the situation, taking into account the service needs of the department and balancing this against the Staff's need for time off work at a particular time.

3.2 Special Leave

The Company recognises that from time to time Staff may need to take time off work. In most cases Staff should use their holiday entitlement or unpaid leave. However in some cases the Company may give special leave to Staff for them to take time off due to dependants, bereavement, public commitments, fertility treatment or public duties.

No more than a total of three days paid special leave may be taken in any 12 month rolling period.

Subject to the needs of the service, Staff will be granted reasonable facilities for special leave to enable them to attend selection interviews for internal roles only.

The manager will need to record any special leave for the staff via the Health Roster system.

3.2.1 Dependent Leave

Staff may request special leave to have time off for family emergencies. Examples of the situations where you may be permitted to take time off work are as follows:

- to provide assistance when a dependent falls ill, gives birth or is injured or assaulted.
- to make arrangements for the provision of care for a dependent who is ill or injured,
- in consequence of the death of a dependent,
- because of the unexpected disruption or termination of arrangements for the care of a dependent, or
- to deal with an incident which involves your child which occurs unexpectedly in a period during which a school is responsible for the child.

(Please note this is not an exhaustive list and requests will be considered on a case by case basis)

A 'dependant' is defined as a spouse, civil partner, partner, child or parent or a person who lives in the same household as you but who is not your Staff or tenant.

Staff should only take a reasonable amount of time off to deal with the emergency and make any necessary longer-term arrangements for the care of dependants. Paid special leave is intended to cover unexpected or sudden emergencies and in most cases one or two days should be sufficient to deal with the immediate crisis.

In cases where time off is necessary but the circumstances are not unexpected or sudden; Staff should request holiday, paternity leave or parental leave where eligible, or take unpaid leave.

3.2.2 Bereavement Leave

In the event of the death of a member of the Staff member's close family the Staff member should contact their manager to request bereavement leave as soon as reasonably practicable. The amount of bereavement leave is to be agreed by your manager per each occasion.

The number of paid days for bereavement leave is determined by management discretion in line with the principles set out below and the individual circumstances of each case.

Up to five working days in the case of the death of:

- Spouse
- Civil Partner
- Parent
- Partner
- Child
- Sibling
- Grandparent

Paid special leave (up to a maximum of three working days) may also be granted in other exceptional circumstances subject to management discretion, e.g. the death of a relative not mentioned above, an immediate colleague or close friend.

3.2.3 Public Duties

Special leave will be given for the performance of the public duties. Staff are entitled to a reasonable amount of time off if they are a:

- magistrate (or justice of the peace)
- local councillor
- school governor
- member of any statutory tribunal (for example employment tribunal)
- member of the managing or governing body of an educational establishment
- member of a health authority
- member of a school council or board in Scotland
- member of the General Teaching Councils for England and Wales
- member of the Environment Agency or the Scottish Environment Protection agency
- member of the prison independent monitoring boards (England or Wales) or a member of the prison visiting committees (Scotland)
- member of Scottish Water or a Water Customer Consultation Panel
- trade union member (for trade union duties).

(Please note this is not an exhaustive list and the circumstances will be considered on a case by case basis)

Where discretion applies, regard will be paid to:

- the needs of the service; and
- how much leave is reasonably required for the performance of the particular duty.

No travelling expenses or subsistence allowances shall be paid by the Company.

Special leave authorised for these purposes may be taken in days or 1/2 days as required, (or in hours for staff whose annual leave entitlement is calculated in this way), but the consent of the Staff member's manager must be obtained to each absence from duty as necessary.

3.2.4 Special Leave (Infection Precaution)

Any Staff member who is absent from work due to an infectious disease must be excluded from coming to work for a period of 48 hours after they have been symptom free. This applies if a Staff Member is off with one of the symptoms i.e. Diarrhoea and/or Vomiting.

During the 48 hours symptom-free period the line manager should explore options of working from home or adjustment to rostered days off. Where this is not possible the 48 hour symptom free period should be classed as "special leave with pay (infection precaution)" but will not count towards entitlements for special leave. This will need to be recorded locally and kept on file.

3.3 Jury Service

If Staff were called to Jury service, they should advise their manager straight away. The Company shall continue to pay the Staff member's salary while they are away, however they will be required to claim 'loss or earnings' and travel and subsistence (using a certificate that the Court will issue to you). Staff are required to pass this onto the Payroll department who will on receipt make an appropriate adjustment to the Staff member's salary.

The Staff member should also complete a special leave form to cover the dates of the jury service, which the manager approves and sends to the Workforce/HR Department.

If the Staff member's services are not required for any part or whole court day they may be expected to return to work for the remainder of the working day. This does not apply where staff would otherwise have been working night or weekend duty.

If the Staff member is released from jury service earlier than planned, they will be expected to return to work for the remainder of that period.

3.4 Employment Break

Entitlement to an employment break is not a contractual right, but will be considered in the light of service needs. It is open to all Staff with 12 months' continuous service with the Company as of the start date of the employment break.

The main reasons for which an unpaid employment break can be used are to:

- care for children or elderly dependents;
- return to education or other forms of study leave/training;
- travel or work overseas to broaden experience; or
- pursue other forms of personal development

The length of the employment break approved should balance the needs of the Staff and the needs of the service.

Staff should apply in writing to their line manager stating the reasons for and the duration of the employment break required. The application should be received in writing at least three months before the break is planned to start. The manager will then arrange for a meeting to take place as soon as possible after receiving the application to discuss.

4 HR Process and Procedure

4.1 Managing Attendance and Sickness Absence Procedure

There will be times when Staff are unable to attend work due to ill health, the below guidelines ensure that Staff are treated fairly and consistently for managing absence.

Staff will be responsible to ensure that they adhere to the absence management procedure and provide the appropriate information as set out in this Handbook.

If Staff do not adhere to the relevant reporting requirements their absence from work may be deemed unauthorised. Staff will not receive occupational sick pay for any unauthorised absence, and the Company may take disciplinary action in line with the Disciplinary Procedure.

4.2 Reporting Absence

Staff are required to notify their line manager or the senior person on duty via telephone (not by e-mail or text) of their sickness absence as soon as possible on the first day of absence and by no later than 30 minutes before the start of any agreed shift.

In some situations, local arrangements may include having an identified person to whom absence is reported. This person must be aware of what questions to ask the Staff member and where to record the absence. If the line manager / nominated person is not available when the Staff member telephones, they should leave a message with the person who answers the telephone. The line manager / nominated person should telephone them back when they are available.

4.3 Statutory Sick Pay (“SSP”)

The Company is responsible for paying its Staff (except those excluded as outlined below) SSP following the fourth day of absence for a total of 28 continuous weeks of absence through sickness within a 3 year period (subject to the criteria of the statutory scheme). This is subject to PAYE tax and NI contributions. Staff qualifying days are Monday to Sunday inclusive.

SSP is not payable to:

- Staff who have not yet commenced work.
- Staff who have already received their full 28 weeks' entitlement to SSP or have been on linked PIWs (Period of Incapacity for Work) for more than 3 years.
- Staff who earned on average less than the Lower Earnings Limit.

All SSP payments are to be deducted from any payments to which Staff are entitled under the occupational sick pay scheme set out below:

4.4 Occupational Sick Pay

Staff's occupational sick pay entitlement is calculated as follows:

- During the first year of service: 1 month full and 1 month half pay
- During the 2nd year of service: 1 month full and 2 months' half pay
- During the 3rd year of service: 2 months full and 2 months' half pay
- During the 4th year of service: 3 months full and 3 months' half pay

Staff's full sick pay entitlement (inclusive of occupational sick pay and SSP) shall not exceed the amount of their normal pay (including statutory benefits, any recruitment and retention premia, and any other regularly paid supplements). Where it does, Staff's sick pay allowance will be reduced accordingly.

If pay reduces to half pay owing to the length of sickness absence, the Staff member will receive half the amount that is normally payable by the Company for the period in question. However, half pay plus any SSP

entitlement (or state benefit) together must not exceed full pay. Where it does any half pay will be reduced accordingly.

4.5 Fit Notes

Where a period of sickness exceeds three calendar days a self-certificate must be sent to the line manager. Any period of sickness that exceeds 7 calendar days will require a fit note to be submitted to the line manager, on a continuous basis for the duration of the absence. Failure to provide regular certification may result in a suspension of pay and an investigation under the disciplinary procedure for unauthorised absence. Subsequent fit notes should ideally be provided on the expiry of the previous fit and no later than 7 calendar days. If a Staff member persistently fails to provide fit notes for the duration of their absence the Company may initiate an investigation under its disciplinary procedure.

4.6 Return to Work

A return to work meeting will be completed for all periods of sickness absence, it is a private conversation which should be conducted away from the work area/desk and other colleagues. It is an informal meeting and the return to work form will be completed by the line manager. The conversation should follow:

- How you are feeling
- The reason for your absence
- Any support required
- If it is appropriate to refer to Occupational Health and Wellbeing Centre
- Confirmation of the dates you were off
- Discuss previous absence
- Discuss Company Trigger points
- Where appropriate informing the Staff member that they will now be monitored informally or formally under the Managing attendance sickness management procedure

4.7 Phased Return to Work

A phased return is a planned approach of support or temporary adjustments to help a Staff member return to work. The idea of a phased return is to help Staff return to their normal working arrangements and full duties.

A phased return may consist of fewer hours or fewer shifts or reduced duties. The plan will not normally exceed six weeks and may be determined by the line manager in conjunction with Royal Free London Group's Occupational Health, Wellbeing Centre and the Employee Relations Service.

4.8 Reasonable Adjustments

The line manager along with Royal Free London Group's Occupational Health and Wellbeing Centre will advise whether any reasonable adjustments can be made to a Staff member's role which enables them to return to work for a transitional period until they are fully fit. Work place adjustments can be temporary or made on a permanent basis. Adjustments, where they can be reasonably accommodated should be made prior to the referral to the Royal Free Group's Occupational Health and Wellbeing Centre and might include:

- Modified working hours
- Allowing Staff to be absent from work for rehabilitation treatment
- Enabling Staff to work in a more accessible area
- Providing new or modified equipment
- Providing additional training or coaching
- Modifying duties of the role

Any temporary adjustments that are put in place will be reviewed regularly. The referral to Royal Free Group's Occupational Health and Wellbeing centre should be made prior to the return to work with the Staff member's consent.

4.9 Sickness Absence Triggers

The Company trigger points for short term sickness:

- 3 episodes of sickness absence during a rolling 3 month period
- Sickness patterns that cause concern e.g. absence occurring at a similar time each week/month/year

The Company trigger points for long term sickness:

- An episode of sickness absence that exceeds 4 weeks/28 calendar days.

4.10 Sickness and Holiday

If Staff become ill during a period of annual leave they may be able to reclaim the annual leave to be used at a later date in the same financial year provided they have followed the reporting procedures and submit Fit Note to verify the period of sickness, even when the period of sickness is less than 7 calendar days. Backdated Fit Notes i.e. covering a period prior to the doctor's appointment may not be accepted.

If a Staff member is sick whilst overseas, they will be expected to maintain appropriate contact with their line manager to update them regarding your health and obtain appropriate medical certification. If the medical certificate is not in English, they should provide an authorised translation.

If sickness prevents a Staff member from being able to return to the UK as originally planned they should make sure their current contact details are available and should provide details of their treating physician so the Royal Free London Group's Occupational Health and Wellbeing Centre may obtain information about their prognosis.

If absence runs over the course of a public holiday they will not be credited or given payment in lieu of the public holiday.

Staff are permitted to go on annual leave whilst on long term absence as long as the holiday won't have a detrimental impact on their health/condition. Staff will need to let their line manager know, even if the holiday is medically recommended and the time away will be deducted from their annual leave entitlement.

4.11 Medical, Dental and other Health Appointments

Staff can have paid time off for hospital appointments. There is no general entitlement to paid time off for dental or GP appointments, wherever possible appointments should be made outside of working hours. Staff will be asked to provide proof of hospital appointments.

Where there is an on-going and continuous commitment to attend off site hospital appointments, excluding antenatal appointments, it may be necessary to review the arrangements including working flexibly, or alternatively taking annual leave or unpaid leave.

Staff are encouraged to discuss with their line manager working flexibly where appointments are scheduled to take place, for example starting early or working later. Any decision would need to take into account service needs.

4.11.1 Fertility Treatment

Time off for IVF appointments should be dealt with under the Company's Managing Attendance and Sickness Absence Procedure as time off for hospital appointments.

4.12 Parental Leave Processes

The Company is committed to supporting all staff with their work / personal life balance.

The Parental leave processes are designed to support eligible staff: who are parents or prospective parents, anyone with formal parental responsibilities.

It will cover all aspects of pregnancy or adoption, throughout the leave period after the birth/adoption and upon their return to work.

These processes will apply to all staff directly employed by the Company. However, some entitlements may be subject to eligibility criteria such as length of continuous service, the intention or not to return to work after the leave, average earnings and the expiry date of a fixed term contract.

These processes do not apply to bank and agency workers, however these staff are advised to contact the Temporary Staffing office to clarify whether they are entitled to any leave or statutory benefits.

Foster parents are also not entitled to parental leave, however flexible arrangements can be put in place via the flexible working process.

The Company will ensure it remains compliant with any amendments to legislation governing parental leave.

For adoption leave and surrogacy the entitlement rests with the individual who has the primary carer's responsibilities for the child.

4.12.1 Parental leave

All staff, regardless of their length of service; qualify for the statutory entitlement of 52 weeks' maternity / main carer adoption leave (not pay).

If you are a surrogate mother you are also entitled to maternity leave.

Eligibility and entitlement details for Parental leave pay can be found below and a summary of the Company's parental leave notification process and application forms can be found in the Parental leave process flow charts found on the intranet.

If you are a partner of the primary carer you may be entitled to parent support leave (regardless of your gender), and this entitlement is 2 weeks leave to be taken as one block on or around the birth/placement of the child.

Payments for the leave will be calculated by payroll and taken into consideration length of service and salary of the individual.

4.12.2 Entitlements / Eligibility

Depending on eligibility, one of three different maternity/adoption pay entitlements may apply during maternity/adoption leave

- Maternity/Adoption Allowance
- Statutory Maternity/Adoption Pay (SMP/SAP)
- Occupational Maternity/Adoption Pay (OMP/ OAP) (includes SMP/SAP)

	Returning to Work (minimum of 3 months)	Not Returning to Work
Service	Entitlement	Entitlement

Employees have less than 26 week's continuous service at the end of the: i. 15th week before the expected week of childbirth or ii. matching week	Up to a maximum of 52 weeks unpaid leave. Employees will be sent a form from the Payroll department so that they can claim Maternity /Adoption Allowance if they meet the criteria.	Employees will be sent a SMP1 form from the Payroll department so that they can claim Maternity/Adoption Allowance if they meet the criteria.
	Statutory	Statutory
Employees have at least 26 weeks continuous service but less than a year at the end of the: i. 15th week before expected week of childbirth ii. matching week	Up to a maximum of 52 weeks leave. 6 weeks of higher rate SMP/SAP (90% of average weekly salary) <ul style="list-style-type: none">• 33 weeks standard SMP/SAP or 90% of weekly salary (whichever is lower)• 13 weeks unpaid leave	6 weeks of higher rate SMP/SAP (90% of average salary) <ul style="list-style-type: none">• 33 weeks standard SMP/SAP or 90% of weekly salary (whichever is lower).
	Occupational	Statutory
Employees have at least 12 months continuous service at the beginning of the: 11th week before expected week of childbirth/ matching week	Up to a maximum of 52 weeks leave. <ul style="list-style-type: none">• 8 weeks full pay• 18 weeks half pay plus standard SMP/SAP (not to exceed normal full pay)• 13 weeks standard SMP/SAP• 13 weeks unpaid leave	6 weeks of higher rate SMP/SAP (90% of average salary) <ul style="list-style-type: none">• 33 weeks standard SMP/SAP or 90% of weekly salary (whichever is lower).

In the event of miscarriage before the start of the 25th week of pregnancy you will be redirected to the Managing Attendance and Sickness Absence Procedure in order for your manager to support you through this difficult time.

Pregnancy related illness will not be counted towards triggers and managed through the stages of the managing attendance and sickness absence procedure. However your manager will still be managing your absence from the health and wellbeing point of view and return to work interviews will be carried out each time you have an absence.

4.12.3 Appointments

All pregnant women have a statutory right to reasonable paid time off for antenatal care, regardless of length of service or the number of hours worked, when requested in advance. Antenatal care may include relaxation and parent craft classes recommended by the Staff's doctor, midwife or health visitor.

4.12.4 Keeping in touch

To facilitate a smooth transition back into the workplace after maternity/adoption/paternity leave, it is important that line manager and Staff discuss, prior to the leave commencing, arrangements for 'Keeping in Touch days' (KIT days).

Any such work (under KIT days) must be made by agreement and neither the employer nor the Staff can insist upon it.

Staff may work for up to a maximum of 10 KIT days (worked individually or consecutively) without losing entitlement to maternity/adoption/ additional paternity leave or pay. Any days of work will not extend the maternity/adoption/ additional paternity leave period.

4.12.5 Health and Safety

The Management of Health and Safety at Work Regulations 1999 (MHSWR) require Employers to carry out suitable and sufficient risk assessments when considering the health and safety of all workers at work, and then to take steps to ensure that those risks are avoided.

However, there are more specific regulations that need to be taken into account for new or expectant mothers. The purpose of an initial assessment is to identify:

The presence of any females of potential child-bearing age (these females will usually be members of staff but may also be visitors, contractors (e.g. cleaners) or volunteers) which work activities and/or areas of the workplace may pose a risk of harm to female members of staff and therefore warrant a full risk assessment.

These activities, and any actions taken, should be recorded.

On being notified of pregnancy, the individual will be required to do a joint risk assessment with their line manager, to assess the working conditions of the Staff member and to ensure that the role the Staff member is working, will not adversely affect either them or their unborn child during pregnancy due to physical, biological, chemical risks, working conditions and processes (with guidance or support from Royal Free London Group's Health and Safety team and, or Royal Free London Group's Occupational Health team if required).

Right to accompany a Pregnant Woman

If you have a qualifying relationship with an expectant mother or her expected child, you may be entitled to unpaid time off to accompany her to an antenatal appointment on up to 2 occasions.

For further details, please refer to the Royal Free London Group's Employee Relations team. Time off to accompany a pregnant woman to an antenatal appointment is unpaid.

4.13 Parent Support Leave (previously known as Paternity Leave)

If you are a partner of the primary carer you may be entitled to parent support leave (regardless of your gender), and this entitlement is 2 weeks leave to be taken as one block on or around the birth/placement of the child.

Payments for the leave will be calculated by payroll and taken into consideration length of service and salary of the individual.

Ordinary Parental support leave: up to 2 weeks can be taken, within 56 days of baby's birth / adoption placement.

The table bellows outlines the Statutory and Occupational entitlement and payment for Parental Support Leave:

	Statutory Parental Support during	Occupational Parental Support during
Entitlement	<p>A Staff member is entitled to 2 weeks paid Statutory Parental Support leave if:</p> <ol style="list-style-type: none"> 1. They have worked continuously for the Company for 26 weeks by the end of the 15th week before the expected week of childbirth or within 7/28 days (in country /overseas adoption respectively) of the adopter being matched with the child and are still employed/assigned at the birth date/placement date. 2. Their average earnings are above the lower earnings limit for the payment of National Insurance contribution for the 8 week reference period. 3. They give the correct notice 	<p>All employees who have 12 months continuous service before the child is expected to be born, or placed in adoption, are entitled to Occupational Parental Support Pay.</p>
Payment	<p>Statutory Parental Support leave is paid at the rate of statutory pay or 90% of their earnings, whichever is lower.</p>	<p>This is paid at full pay for two weeks, inclusive of Statutory Paternity Pay.</p>

4.14 Shared Parental Leave (SPL)

Shared Parental Leave enables eligible parents to choose how to share the care of their child during the first year after their birth or adoption. Its purpose is to give parents more flexibility in considering how to best care for, and bond with their child.

All eligible Staff have a statutory right to take Shared Parental Leave (SPL). There may also be an entitlement to some Shared Parental Pay (ShPP).

If you are considering opting into the shared parental leave, it is a good idea to speak to your line manager early on, in order to discuss your request in detail. Shared parental leave must be taken before the child's first birthday / first year of being matched for adoption, and a minimum 8 weeks' notice must be given for any request.

4.15 Parental Leave

At the end of the period of maternity/ adoption or paternity leave, if the Staff member wishes to take further time-off to care for their child, they may be eligible to take unpaid parental leave.

Staff will be entitled to Unpaid Parental Leave if they meet both of the following conditions:

- they have completed one year's continuous service; and
- they wish to take leave for the purpose of caring for the child
- they have parental responsibility for the child, i.e. they are:
 - i. a parent named on the child's birth certificate; named on the child's adoption certificate; or
 - ii. Parental leave should be applicable to any Staff in the Company who has nominated caring responsibility for a child under the age of 18.

Both parents are entitled to parental leave, although they cannot transfer leave between them. If the Staff member is separated and does not live with the children, they are entitled to leave if they keep formal parental responsibility for the child. Foster parents are not entitled to parental leave.

For more information regarding Entitlement for Unpaid parental leave speak to your line manager.

4.16 Annual leave during Parental leave Parental support leave and shared paternal leave

Annual leave will continue to accrue during Parental, Parental support shared parental leave, whether paid or unpaid.

Annual leave accrues in the same way and at the same rate as if the employee was at work.

It may be mutually beneficial to both the Company and staff to take any accrued annual leave before and/or after the formal (paid and unpaid) leave period. The amount of annual leave to be taken in this way, or carried over, should be discussed and agreed between the staff and the line manager.

Staff are encouraged to discuss their leave arrangements with their line manager at the earliest opportunity.

4.17 Flexible Working

The Company is committed to helping Staff balance the demands of both their work and personal lives through flexible working arrangements, wherever reasonably practicable and subject to service needs.

A flexible working request is a request from a Staff member to change the terms and conditions of employment or assignment (as applicable) from one working pattern to another.

Usually the term flexible working is regarded as:

- Part-time working – to be employed for or occupying only part of the usual working day or week.
- Having a fixed shift pattern – to be working for a defined number of hours for a particular time schedule.
- Working a set number of days a week to be working for a set number of days.
- Job sharing - full-time job split between two colleague, each with responsibility for over all work.
- Compressed working week: an arrangement whereby an employee works longer hours than the standard each day and therefore may work a shorter week or fortnight, whilst still working their contractual hours.
- Staggered hours: this arrangement which enables employees to determine work patterns on a planned basis. The arrangement works by enabling employees working in a team to work slightly different start and finish times, with varying break times, by agreement with their manager to ensure service coverage
- Term-time working: an arrangement whereby an employee is employed on a substantive basis and works regular hours during the school term only. Payment of salary is proportioned equally throughout the year.
- Agile Working: is the term used to describe how company employees can work flexibly from any location, whether it is from a recognised site, a hot desk facility, from home, or a combination of these.
- Fixed worker Spends most of their time working in a fixed environment as the main part of their role requires face to face contact with patients e.g. a receptionist / nurse.

- **Agile worker** As part of the role, there is a requirement work in the hospital or other sites for the majority of their time (60% plus) with their remaining working time at home utilising technology to work and be productive.
- **Flexible working** Flexible working is different to agile working. Agile working is the way in which you undertake work, whereas flexible working relates to staff working patterns.
- **Home worker** Spends the vast majority of their time (60% plus) working from home where they are most productive, utilising video conferencing to join meetings which would have previously required attendance at meetings. When they are required to come into the work it is for specific work which cannot be undertaken and is not envisaged to be more than 2 days a week.

All requests for flexible working will be seriously considered but there is no automatic right to be granted a request.

Applications must be made in writing specifying that it is a statutory request. The request must be signed and dated and should state whether any previous request have been made and, if so, when.

Staff will be eligible to one statutory request in any 12 month period.

If the request is accepted this will normally mean a permanent change to Staff's terms and conditions of employment, (unless this is a temporary request). There is no automatic right to revert to their original working arrangements at a later date.

Alternatively, if the Company is unsure about the impact of the request and/or whether this may be sustainable, a temporary or trial period may be agreed.

The Company's decision in relation to Staff requests will be confirmed in writing. A request will only be refused for one of the following business reasons:

- Burden of additional costs
- Inability to re-organise work among existing staff
- Inability to recruit additional staff
- Detrimental impact on quality
- Detrimental impact on performance
- Detrimental effect on ability to meet customer demand
- Insufficient work for the periods you are proposing to work
- Planned structural change to the business

For information about the flexible working request process, please refer to Staff intranet.

4.18 Stress Management Process

The Health & Safety Executive (HSE) defines stress as: "The adverse reaction people have to excessive pressure or other types of demands placed upon them." A common term for these excessive pressures or demands is "stressors" and a person's reaction to a stressor is sometimes termed a "stress response".

Psychological health and well-being is a health and safety issue. The Management of Health and Safety at Work regulations and the Health and Safety at Work Act impose specific legal duties on employers. These include assessment and control of health and safety risks to employees, including risks of psychological ill health or stress.

The Company is committed to protecting the health, safety and welfare of their staff, so far as is reasonably practicable. The Company recognises that workplace stress is a health and safety issue and acknowledges the importance of identifying and reducing workplace stressors in order to maintain a healthy workforce which can deliver a high class service to patients, and to support the smooth running of the Company.

The Company has adopted the Royal Free London Group's Psychological Wellbeing and Effectiveness at Work Policy which; rather than focusing solely on stress, also addresses the broader topic of psychological

well-being at work. It is concerned with emphasising the positive factors that can enhance work. It prioritises the prevention of problems and emphasizes the importance of integrating strategies for promoting well-being and satisfaction at work with all related company activities highlighted.

All Staff including managers are required to familiarise themselves with the Royal Free London Group's Psychological Wellbeing and Effectiveness at Work Policy which is located on Staff Intranet. Failure to comply with this corporate policy may lead to disciplinary action.

4.19 Raising a Concern

4.19.1 Speaking Up Process

Staff members are encouraged to report any reasonable concern about practices or unlawful acts at work, including but not limited to unlawful conduct, financial malpractice, abuse of patients, dangers to the public or environment and any other health and safety issues. This is in accordance with the Royal Free London Group's Speaking Up policy and procedure (including Whistleblowing and Raising a Concern) and they should follow this procedure when reporting any concern.

The Speaking Up policy and procedure puts into practice the Royal Free London Group's and the Company's commitment towards tackling malpractice and wrongdoing and ensuring that Staff feel comfortable and safe in speaking up and raising concerns within the workplace. Speaking up and raising concerns should be a responsibility for all Staff.

Staff should feel confident that concerns raised will be addressed and not feel that there might be any risk of losing their job or suffering any form of victimisation or detriment.

For the avoidance of doubt, please note that if Staff have a concern related to patient safety, they must report it without delay.

Some examples of risk, malpractice or criminal activity that may be raised through this policy and procedure are set out below. These examples are not exhaustive:

- Ill treatment of a patient or Staff member
- Compromising patient care
- Avoidable harm to patients, staff or members of the public; this may include emotional and physical harm or neglect
- A healthcare professional being instructed to perform an activity which they do not feel safe doing or that they are unqualified/not trained to perform
- A Staff member displaying a disregard for policy or legislation
- A Staff member who is in contact with vulnerable people is arrested and/or cautioned by the police for criminal activity
- Suspicion of fraudulent activity
- Suspicion of Terrorist / Extremist activity

4.19.2 How to Raise a Concern

Please remember that Staff do not need to have firm evidence before raising a concern and are encouraged to raise it at the earliest opportunity.

However, Staff will need to explain as fully as they can the information or circumstances that gave rise to their concern.

The routes Staff can take to raise a concern are explained in the Raising A Concern flowchart which can be found in the policy.

Staff can contact Speaking Up Champions at any point of the procedure for independent advice.

4.19.3 Bullying and Harassment

All Staff have the right to be treated with consideration, dignity and respect at all times. The Company has a commitment to equal opportunities and diversity for all Staff, so it is fully committed to promoting a positive and harmonious working environment where every Staff member is treated with respect and dignity and in which no Staff feel threatened or intimidated because of their age, sex, disability, gender re-assignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, and sexual orientation.

The Company considers harassment and/or bullying of colleagues, regardless of grade or status, to be totally unacceptable. Failure to act appropriately towards colleagues and/or patients and members of the public will be treated as misconduct resulting in disciplinary action.

The procedure provides a framework to enable Staff to take action and seek resolution. It promotes an ethos of continuous learning and reflection and a commitment to ensuring all Staff involved feel listened to, understood and supported. It encourages individuals and groups to take ownership for the outcome they seek and work towards a satisfactory resolution. It places emphasis on rehabilitation, education and development.

4.19.4 Definitions of Bullying and Harassment

Harassment may be defined as “unwanted conduct affecting the dignity of men and women in the workplace”. The conduct may be related to age, gender, sexual orientation, gender re-assignment, disability, race or ethnic origin, religion or belief, national or social origin, association with a minority or personal characteristics. (ACAS)

Bullying can be seen as a form of harassment and may be characterised as offensive, intimidating, malicious or insulting behaviour, and abuse or misuse of power through means intended to undermine, humiliate, denigrate or injure the recipient.

Examples of unacceptable behaviour constituting harassment and bullying include:

- physical conduct ranging from touching to serious assault
- spreading malicious rumours, or insulting someone verbally, in writing or through any electronic or social media, through racist jokes, offensive language, gossip, slander and/or threats
- isolation or non-cooperation at work; exclusion from social activities
- shouting or screaming at someone
- overbearing or excessively tight supervision or overloading and constant criticism
- coercion and threats about job security without foundation
- prevention of individuals progressing by intentionally blocking promotion or training opportunities
- intrusion by pestering, spying, following etc
- visual displays of posters, graffiti, obscene gesture or any other offensive material.

It should be noted that this list is not exhaustive. It is the actions or comments being viewed as demeaning and unwanted by the recipient which is relevant and not the motive or intent behind it.

The Company's bullying and harassment and disciplinary procedures may be invoked where appropriate.

Every effort will be made to ensure that Staff making complaints, and others who give evidence or information in connection with the complaint, will not be victimised. Any complaint of harassment or bullying will be dealt with seriously, promptly and confidentially.

All Staff including managers are required to familiarise themselves with the B&H Pathway, Bullying and Harassment Flow chart which can be located on Staff Intranet to ensure they refrain from actions constituting bullying or harassment.

4.19.5 Grievances

If you have a grievance relating to your employment or assignment (as applicable) at the Company, and it can be resolved informally you should raise it initially with your line manager if appropriate. If you wish to make a formal grievance it must be set out in writing and you will need to follow the grievance procedure.

Grievances can be individual or collective in nature and can be handled informally where appropriate or by means of the grievance procedure. The Company's grievance procedure flow chart can be found on Intranet.

A number of matters will not be considered under the Company's grievance procedure, including:

Where there is a separate agreed job evaluation procedure.

Where the grievance relates to the implementation of the Company's Managing Organisational Change process matters beyond the scope of the employer's determination e.g. terms and conditions, pension and pension rights, income tax and national insurance. Exceptions to this will apply in circumstances where there is disagreement on the local interpretation of such agreements.

Complaints and concerns about bullying harassment or discrimination which should be raised under the Group's Bullying and Harassment Policy.

Concerns about a lack of governance, malpractice that compromises standards of patient care and service delivery, unlawful acts etc. - there is a separate Speaking Up Policy and Procedure (incl. Whistleblowing and Raising Concerns).

Appeals about the application of a separate specific procedure if that procedure includes an appeal process. Where there has been a breakdown in discussions between management and a recognised trade union(s) over an issue which is defined as an area for negotiation within the Trust's Joint Procedure Agreement. For this the separate Disputes Procedure should be used.

4.19.5.1 Formal Procedure – Grievance Hearing

If your issue is not resolved during the informal stage you can write to your senior manager to lodge a formal grievance.

Once your formal grievance has been received the matter should be escalated to a senior manager who may commission a formal investigation and appoint an investigation officer, with support from the employee relations team.

The senior manager due to chair the grievance hearing will review whether further enquiries are required by the line manager who dealt with the informal stage and therefore may request this takes place before the hearing.

In some situations it may be in the best interests of all parties to temporarily redeploy a party/party involved in the process. This shall ideally be done with the agreement by all parties.

The Grievance hearing will be chaired by a more senior manager than the manager who explored the grievance at the informal stage. The chair will be supported by a member of the Employee Relations Team.

The Chair of the hearing and the Employee Relation representatives of the investigation will be responsible for informing all parties, including union representative of the details of the grievance hearing in writing.

The purpose of the hearing is to:

- Review the issue relating to the grievance
- Provide an outcome to the grievance

At the hearing you or your union representative will present your case to the panel. The investigating officer will present the Management statement of case.

If either party is presenting statements from witnesses as evidence, the witnesses will normally attend the hearing unless there is no dispute as to the facts contained within the statements. All parties must specify attendance of witnesses.

Grievance hearing will be arranged through the Employee Relations Team, who will endeavour to ensure that hearings take place within reasonable time of receipt of the request to progress to the formal stage.

If you are not able to attend the hearing and have notified the trust of a reason for this, a new hearing date should be arranged. The second date will not normally be arranged except in exceptional circumstance.

4.19.5.2 Status Quo

Status Quo is defined as the existing arrangements in operations, agreed or customarily applicable prior to the raising of the grievance, except where a change has been implemented without proper consultation, where the status quo will be the arrangement which previously applied.

If you raise a grievance the status quo shall apply until the procedure is exhausted unless mutual agreement is reached.

However, if you have previously agreed to the proposed changes and a subsequent grievance is lodged before they come into operation, these agreed changes shall be regarded as the status quo.

4.19.5.3 Facilitated conversation and Mediation

In addition to the outcome of a grievance a facilitated conversation or mediation may be recommended to help re-establish relationships. This is a voluntary process for all parties involved in the grievance to use in achieving a resolution.

Facilitated Conversation – is more appropriate when there is a need for support in re-established effective working relationships. Both parties should recognise this need and be prepared to work together for a mutually beneficial resolution.

Mediation – is a way of sorting out disagreements or disputes. A trained mediator works with those in disagreement to help facilitate the process. The employees will discuss their issues together to reach an agreement that will help resolve their disagreements and agree a way forward. The aim is to re-establish the employment relationship.

4.20 Performance and Capability Management Procedure

Capability refers to a Staff member's ability to perform the work expected of them to the required standards.

This procedure gives line managers and Staff members the opportunity to discuss performance concerns in a timely manner to encourage Staff to improve performance wherever possible. Where issues in which performance is unsatisfactory due to ill health arise then these situations will be managed through the Company's Managing Attendance and Sickness Absence and Procedure. Where it is demonstrated that a Staff member is capable but wilfully refuses to perform to the required standards, the Disciplinary Procedure will be used.

The purpose of this procedure is to promote and maintain excellent standards of behaviour, and to ensure fair and consistent treatment of Staff.

This procedure is designed to support managers to maintain a workforce that adopts the values, behaviours and standards of conduct expected of them, and if they fall short of these standards, to help and encourage improvement where this is possible.

Performance and Capability Management Procedures provide a way of supporting staff if performance is below the expected standard.

Performance management is the activity and set of processes that aim to maintain and improve staff performance in line with the Company's objectives.

A review period is a period of time that Staff's performance will be monitored and at the end of which a review will take place. Review periods should generally last between one and three months depending on the nature of the post and the duration and availability of the training required.

The Performance and Capability Management procedure is a three-stage process:

- Informal (counselling)
- Formal Stage 1 formal Meeting
- Formal Stage 2 formal Hearing

If your manager has concerns about your performance they will address these with you before referring to this procedure. Every effort should be made to ensure you have the assistance, support, help and training as appropriate to achieve the required standard.

For the information regarding each step of this procedure, please refer to Performance and Capability Management Procedure flow chart.

If you are absent due to ill health during all or the majority of the review period set, your line manager will extend the review period by the length of the sickness leave period.

If you have concerns about the application of this procedure, this should be raised with your line manager in the first instance. If you remain dissatisfied, you can raise your concern through the Grievance Procedure.

Performance and Capability Management Procedure flow chart can be found on the Staff intranet.

4.21 Disciplinary Procedure

4.21.1 Definitions

Supportive Agreement– an informal plan agreed by the manager and Staff member to improve standards of conduct.

Misconduct – an unacceptable/inappropriate offence/action.

Gross Misconduct – a serious act of misconduct that is serious enough on its own to justify the Staff's (possible) immediate summary dismissal.

Agreed Outcome – when a Staff member agrees with the allegations and following the investigation agrees with the manager a sanction (first written or final written warning only prior to hearing).

4.21.2 Misconduct

The following rules give an indication but not an exhaustive list of the circumstances that could lead to disciplinary action.

- Staff are expected to combine prompt and efficient service with a concern and respect for the feelings of others, including patients, visitors and colleagues, whatever their background.

- Staff are expected to attend for duty for the hours laid down in their contracts of employment or assignment (as applicable) and as agreed with their managers.
- Staff have to attend work unless they have prior permission to be absent. In cases of sickness or sudden domestic emergency, Staff have to inform their manager in accordance with departmental notification rules.
- During sickness absence, Staff are expected to keep their manager informed of their progress and submit sickness certificates promptly.
- Staff should carry out the reasonable instructions of their managers.
- Any Staff undertaking other employment outside their contractual hours must ensure that this in no way hinders or conflicts with the interests of their work for the Company or their duty to abide by relevant professional codes of conduct or has any adverse effect upon their work performance. Staff should inform their managers of employment outside working hours.
- Staff are expected to comply with all health and safety requirements and any UK immigration law or visa requirements (if applicable).
- Staff are expected to treat the Company and Royal Free London Group's facilities and property with respect.
- Staff must inform their managers of any charge, caution or conviction, relating to acts committed on or off duty, at the earliest possible opportunity.
- Staff should at all times undertake their work in accordance with the Company and relevant Royal Free London Group's policies and procedures and, where appropriate, their professional codes of conduct.

4.21.3 Gross Misconduct

The following offences are among those regarded as serious enough to warrant summary dismissal. The list is not exhaustive:

- Theft
- Fraud
- Deliberate falsification of records or documents
- Failure to maintain professional registration where it is a requirement of the job
- Working without valid "Right to Work" documentation
- Working without statutorily required qualifications
- Working elsewhere whilst on sick leave
- False declarations made during the recruitment process
- Receipt of money, goods, favours or excessive hospitality in respect of services rendered
- Assault – verbal or physical, including fighting
- Harassment, bullying or victimisation
- Unlawful discrimination
- Negligence which could result in serious loss, damage or injury
- Reckless behaviour
- Serious malicious and vexatious complaints
- Being unfit for duty through the effects of alcohol or drugs
- Sleeping on duty (this does not include sleeping during agreed breaks or out of hours arrangements)
- Abuse, misuse or deliberate damage of trust property or equipment
- Serious breach of confidentiality
- Serious breach of data security requirements
- Serious breach of Health and Safety and other statutory rules
- Serious breach of a professional code of conduct
- Failure to act impartially or to declare interest in a contract or business in which the trust is engaged or considering
- Scientific Misconduct - Fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting results of research
- Inappropriate use or excessive overuse of the internet and Company's email system

- Breach of trust - Any act which causes irreparable damage to the relationship of trust and confidence between the Staff and the Company.

All Staff are expected to read and comply with the Company's disciplinary rules and behaviour standards which give examples of breaches of discipline constituting misconduct and gross misconduct.

These rules and standards are outlined above. Staff are also expected to comply with any additional departmental rules and behaviour standards that are communicated to them from time to time during the course of their role or duties.

Managers should try to resolve minor matters of concern informally. If informal approaches do not bring about improvement or if the misconduct is sufficiently serious, the formal stages of the disciplinary procedure will apply.

Managers will ensure that all action taken under this procedure is reasonable. Staff will be given the opportunity to know the reasons and nature of evidence for disciplinary action.

Staff will have the opportunity to respond fully to allegations before disciplinary action is taken.

Managers will ensure that the main points of a formal meeting are summarised in any outcome letters sent to Staff.

Staff have the right to appeal against any formal disciplinary action.

The Company allows Staff to be accompanied at any formal disciplinary meeting.

Information relating to disciplinary cases will only be shared with those who have a legitimate right to be informed. Breaches of confidentiality by any party to a disciplinary process may lead to disciplinary action.

The Company will provide training on the application of the disciplinary procedure to ensure managers have the skills and confidence to apply the procedure appropriately.

Disciplinary records will be retained in accordance with the Company's retention of records policy and statutory requirements (currently for a period of 7 years).

The disciplinary procedure process flow chart can be found on the Staff intranet.

4.21.4 Suspension

Suspension is a neutral act and is appropriate in cases of alleged serious misconduct where there is:

- Either a need to protect patients, employees or the business interests of the Company pending a full investigation of the allegations of gross misconduct
- The presence of the staff member is likely to hinder an investigation
- There is a genuine belief that the staff may interfere with evidence or witnesses
- There is no workable alternative to suspension
- Suspension may also be used to defuse situations e.g. following a fight.

Suspension will be for the minimum time necessary and will only be used after alternative ways of managing risk have been considered, such as other restriction on normal duties, temporary changes to location.

The decision to suspend will normally be taken by an appropriate manager (at the same level of those with the authority to dismiss) any manager in the Company can chair the suspension meeting once this course of action is decided upon. It is good practise to allow staff to be accompanied by a trade union representative

at the suspension meeting. However, the unavailability of a union representative will not prevent suspension taking place.

During the suspension meeting staff will be informed of the following:

- The reason for suspension
- That they must not do anything that might interfere with the investigation
- They are not allowed to contact their work area or approach anyone involved, or likely to be involved in the case
- If they would like to contact witnesses who may support their case, they should do this via HR or their trade union
- Except in medical emergencies, they are required to remain off trust premises unless given express permission by the line manager or a named deputy to attend for a specific purpose.
- They have to be available between 9.00am to 17.00pm Monday to Friday, excluding public holidays, to attend meetings. Permission for any period of absence must be requested e.g. annual leave
- Suspension is on full pay, as appropriate
- Advised to contact a trade union Representative for advice.
- Any trust property must be handed in during the time of exclusion.

During the suspension meeting, employees will not have an opportunity to respond to the allegation this will be the purpose of the investigation meeting.

Details of the suspension process (including suspension checklist for managers) can be found in the on the staff intranet.

5 Performance Management

Performance management is an integral part of our talent management agenda and it starts from the first day of employment or an assignment. Our performance management processes ensure Staff have all the tools needed to do a great job and, if Staff need a little more help or assistance to go the extra mile, then our performance management processes are designed to identify that too.

Please refer to the OD and Leadership pages of the Royal Free London Group's intranet for more information.

For information regarding Company's expectations around performance management, please refer to the Performance and Capability Management section.

5.1 Appraisals

All Staff are required to participate in the Company's annual appraisal and development process.

Every Staff member is (if applicable) given an annual appraisal (on the anniversary of their start date) with their line manager to discuss their achievements and areas for development and career objectives.

Appraisals are an opportunity for Staff to speak confidentially to management about how things are going at work, listen to feedback about their performance and comment on how, as an employer the Company can support them with their development.

The Company encourages constant conversations and feedback, not just during appraisal meetings. If improvements are identified, a personal improvement plan will be issued to confirm precisely what is expected of the Staff member and the support that will be provided to help them meet those expectations. This is discussed and agreed as part of the appraisal meeting.

Where wider or more serious concerns are raised as regards performance then the Staff member may be managed under the Performance and Capability Management Procedure.

For information on the appraisal process, please refer to the Appraisal process flow chart.

5.2 Recruitment and Selection

Our recruitment procedures comply with anti-discrimination legislation and legally binding codes of practice and guidance.

All job descriptions and person specifications include only requirements that are necessary and justifiable for the effective performance of the job. All jobs require an understanding of and a demonstrable commitment to equal opportunities;

If a role is new or if changes need to be made to a job description, these must be agreed by the line manager in conjunction with Human Resources team. Changes also need to be discussed with affected members of staff where this is appropriate.

All new posts, and posts where there are significant changes to existing duties, are evaluated in line with the Company's procedures.

All applications should be completed on-line. If an applicant has no internet access then they should contact Human Resources for advice.

Candidates with disabilities whose application meets the essential short-listing criteria will be automatically invited for an interview.

Staff who are, or become managers or Directors, or are close family members are not allowed to work in a line management relationship.

Recruiting managers must not shortlist or interview close family members, partners, ex-partners or friends, and must declare to the Recruitment team any potential conflict of interest at either the short listing or interview process.

The Company uses fair and objective selection methods appropriate to and relevant to the post in question to assess the suitability of candidates for advertised vacancies.

Staff who are “at risk” of redundancy will be given priority consideration for any suitable vacancies which may arise throughout the Company and the Royal Free London Group’s procedure.

All forms and documentation should be accessed through the Company’s preferred recruitment online system.

5.3 Employment Checks

Effective recruitment processes and on-going employment checks are essential to ensure the highest standards of patient care and safety within the organisation.

Where statutory requirements dictate, the Company has directly adopted the legally required checking procedure (e.g. Criminal record and barring checks).

The Company has a legal obligation to ensure that everyone who is engaged by the Company is legally permitted to work within the UK. All Staff are required to bring the appropriate Right to Work documentation with them prior to their first day of employment or assignment. For the avoidance of doubt no Staff will be allowed to commence work until the relevant Right to Work documentation has been reviewed and confirmed as being sufficient.

All new starters are subject to employment screening checks before commencing employment which includes as a minimum a basic criminality check. There may also be specific screening checks required which will vary dependent on the role and business you are working in. An offer of employment is conditional on Staff satisfying the requirements of all the employment screening checks for the area of the business in which staff are employed.

5.4 Study Leave

The Company recognises the statutory right of Staff with at least 26 weeks continuous service to submit a training request and have the training request fully considered under the provision of the Employment Rights Act 2010.

This is time during the normal working day/ shift spent on any development, learning, training or educational activity that has been agreed by the line manager as appropriate and identified in an individual’s personal development plan. The most common example of study leave is leave taken for attendance at a course or a professional conference, but may also include research, taking examinations, secondments and placements.

This is the direct cost of the learning / development activity i.e. the cost of a course, and not the indirect cost i.e. backfill cover. Managers will have to consider the indirect costs when allocating study leave and funding.

5.4.1 Repayment of Training Costs

From time to time the Company may support its Staff to attend training courses by paying for the costs of the courses.

Where the Company agrees to pay for such costs then in consideration of this, Staff agree to enter into training agreements and will be expected to agree that if their employment with the Company ends further to a voluntary departure/resignation or summary dismissal of the Staff the Staff will be liable to repay some or all of the fees, expenses and other costs (the Costs) associated with such training courses in accordance with the principles below:

Staff shall repay the Company as follows:

if Staff ceases employment before they attend the training course but the Company has already incurred liability for the Costs, [100]% of the Costs or such proportion of the Costs that the Company cannot recover from the course provider shall be repaid;

if Staff ceases employment during the training course or within 12 months of completing the training course, [100]% of the Costs shall be repaid;

if Staff ceases employment more than 12 months but no more than 18 months after completion of the training course, [50]% of the Costs shall be repaid;

if Staff ceases employment more than 18 months but no more than 24 months after completion of the training course, [25]% of the Costs shall be repaid. Thereafter, no repayment shall be required.

Before attending any training course, staff will be required to sign a training agreement confirming that they are happy to accept these repay rules and that any money owed will be deducted from their salary.

5.4.2 Professional Registration

For information on Staff's responsibilities in relations to professional registration, please refer to the Royal Free London Group's Professional Registration Policy found on the Staff intranet.

6 Resigning from the Company

When Staff resigns, they will be required to give written notice as outlined under the terms of their Employment or assignment. Staff will be asked to complete an 'exit interview' before they leave.

For more information on leaver process flow chart, please refer to the Staff intranet

In making any final payment the Company will have the right to deduct any outstanding monies, such as annual leave pay, season ticket or other loans. If the Company does process a payment after you have left the Company, you will need to reimburse any overpayment immediately. Please speak with your manager to organise the repayment.

6.1 Notice Periods

After expiry of the probationary period and subject to provisions for earlier termination contained in this Handbook, the following periods of notice will apply (unless stipulated otherwise in your contract of employment or assignment (as applicable)):

RFL Property Services		RFL Dispensary Services	
Staff Grade	Notice period after completion of probation	Staff Grade/profession	Notice period after completion of probation
Grades A-F	4 weeks	Grades A-D	4 weeks
Grades G-I	8 weeks	Grades E-F and <i>all technicians</i>	8 weeks
Grade J+	12 weeks	Grades G + and <i>all pharmacists</i>	12 weeks

6.2 Retirement Age

In accordance with legislation, the Company does not have a normal retirement age.

For more information on the retirement process, please refer to the retirement process flow chart on the Staff intranet.

7 Redundancy Procedure

The below outlines the redundancy payments in order to ensure that any redundancy decisions affecting Staff are made in a fair and consistent approach.

7.1 Redundancy Payment

All Staff who have been continuously employed for a period of two years up to the effective date of termination are entitled to:

For Staff who are younger than 22 years old.

Receive statutory payment for half a week's pay for each completed year of service for time worked upon turning 22.

For Staff who are older than 22 years old.

Receive statutory payment of one week's pay for each completed year of service subject to the cap (20 years' service) on the amount of a week's pay; and

For Staff who are older than 41 years old.

Receive statutory payment of one and a half week's pay for each completed year of service since turning 41 years old subject to the cap (20 years' service) on the amount of a week's pay

All Staff

Eligible paid time off to look for work or to arrange for training. The amount of time off and when this time is taken is to be discussed with your manager beforehand.

7.2 Organisational Change

The Company commits itself to meaningful and appropriate consultation with Staff, and their representatives, affected by organisational change in line with its statutory obligations as an employer.

Organisational change is driven by the business needs of the Company. Change can be triggered either by the external environment or by an internal review of service requirements.

Where the proposed changes may lead to redundancy, the manager should follow the change management flow chart, and complete a business case.

The Company is responsible for deciding the size and most efficient use of its workforce but in doing so is committed to the following principles for managing organisational change:

- the Company will provide relevant information about the proposed organisational change to Staff and staff representatives to enable meaningful and reasonable consultation to take place;
- Staff will have the right to be accompanied by staff representatives at formal meetings held during the consultation period to discuss the proposed organisational change;
- the Company will consider all reasonably practicable steps to avoid compulsory redundancies;
- Staff will receive training and development and career support as appropriate to meet new skill requirements.

7.2.1 Time periods for consultation

In all cases the Company will allow sufficient time for meaningful consultation with Staff and their representatives. In exceptional circumstances, for example where there are sudden unexpected changes in funding for a service, and where changes need to be made very quickly, the trade unions/staff members will be consulted immediately and the verbal briefing will be followed by a written brief.

In a collective redundancy scenario, consultation will continue for a period of no less than the statutory timescales:

- where 20 – 99 redundancies are proposed consultation should commence at least 30 days before the first redundancy takes place
- where 100 or more redundancies are proposed then consultation should commence at least 45 days before the first redundancy takes place.

Measures for minimising or avoiding redundancies The Company will endeavour to minimize or mitigate the number of redundancies that might otherwise arise by considering alternatives short of redundancy. Examples of such alternatives include but are not limited:

- offer voluntary redundancy or early retirement
- agree to flexible working
- temporarily reduce working hours
- retrain Staff to do other jobs in your business
- not hire any new Staff

7.2.2 Staff at Risk

When changes in staffing levels/ service requirements or skill mix are proposed, which will lead to a reduction in the numbers of Staff employed in particular Grades, occupational groups or specialties, management will identify the positions, individual Staff or pool of Staff that are at risk of redundancy as a result of the changes.

Staff at risk will be invited to a meeting(s) with their manager and staff representatives or work colleague to:

- discuss how the proposed changes affect the individual;
- explain why the individual is at risk of redundancy;
- discuss ideas for avoiding redundancy dismissals; reducing the number of Staff At Risk who are made redundant and mitigating the consequences of any redundancy dismissals
- explore the possibility of redeployment;
- review the proposed timescales for redeployment at this stage;
- explain the process for Redeployment including, if appropriate, prior consideration
- explain the arrangements of pay and terms and conditions where applicable;
- offer support and assistance;
- review any training or developmental requirements in order to assist with redeployment;
- discuss any other relevant issues and processes which may include providing a redundancy payment estimate where appropriate.

Staff who are not selected for a post in any new structure (following an organisational change process) may be formally declared “at risk” of redundancy and given notice of redundancy in accordance with their statutory entitlement or under their contract of employment (or contract of assignment as applicable) whichever is the greater. There may be situations where it is necessary to give notice of redundancy in accordance with the contract of employment, at the end of the consultation process.

Staff identified as being “at risk” will be given prior consideration for posts that are / or become vacant in the Company and they will also have access to vacancies within the RFL Group during their period of being “at risk”. Staff at risk are also able to apply for vacancies at higher grades by the normal means.

7.2.3 Suitable alternative employment

Suitable alternative employment is work within the Company and may include searching within associated Royal Free London Group’s companies that is on broadly similar terms and within the same range of skills required as the current employment where the individual meets the essential criteria of the person specification. It may be on any site operated by the Company or to which the Company provides services to, subject to travel considerations. Staff at risk will be given prior consideration for suitable posts in line with their skills, experience and capabilities, and where appropriate will receive protection of pay in line with the Staff Pay Protection process.

If the individual is offered a post, this will be treated as an offer of suitable alternative employment and a trial period will apply.

Staff who unreasonably refuse suitable alternative employment or refuse to participate in the selection process for a post identified as suitable alternative employment will lose their right to a redundancy payment.

7.3 Staff Transfers pursuant to the Transfer of undertakings (protection of employment) TUPE Legislation

TUPE applies in contracting out scenarios, retendering and where services are brought back in house by a Client (currently receiving such services).

Where there is a proposal to transfer services and accordingly Staff to a different employer, the Company will follow its obligations under TUPE regulations. This will include the Company formally informing and consulting with affected Staff/ representatives in good time.

Where TUPE applies the affected Staff will be expected to TUPE transfer to the new organisation. In line with TUPE or by virtue of a Transfer Order the employment of Staff who are assigned to the services which are being transferred will transfer to the new organisation.

8 Collective Agreements

There are currently no collective agreements.

9 Further Information

9.1 Health and Safety

Staff must adhere strictly to the Royal Free London Group's policies and procedures on health and safety and report all accidents, dangerous occurrences, unsafe practices or damage to your manager promptly using the Royal Free London Group's incident reporting system.

Staff must make use of appropriate training, safety equipment, protective clothing and footwear and attend training. Failure to comply with these requirements may result in disciplinary action. All staff must familiarise themselves with the fire evacuation procedure for their work area and for the Royal Free London Group.

9.2 Drug and Alcohol

For the purpose of this handbook, alcohol and drug use/misuse is defined as the use/misuse of alcohol, drugs (prescribed or otherwise) and substances such as solvents, which result in impaired performance, conduct or capability during working hours.

The Company will not condone the consumption of alcohol during working hours on any of the working site premises. Drinking alcohol or misuse of drugs while on duty could lead to disciplinary action, which may lead to dismissal.

Alcohol and Drug problems can affect all levels of the workforce irrespective of profession or grade and the policy applies to all staff, therefore promoting a healthy attitude and preventing alcohol and drug related illnesses, injury and disease is a priority.

The Company will encourage those staff whose health is affected by their consumption of alcohol and drug abuse to seek help from appropriate bodies with the expertise to assist.

No individual Staff must ever be placed in a position where he/she feels obliged to take an alcoholic drink or misuse drugs at work. Staff whose actions encourage consumption of alcohol or drug misuse at work thereby raising the possibility of impaired judgement will be dealt with under the Company's Disciplinary Procedure and/ or the Suspension process, and such actions will be termed serious misconduct.

In exceptional circumstances, and subject to prior discussion with the HR Business Partner and Royal Free London Group's Occupational Health, it may be necessary to refer staff to the Royal Free London Group's Occupational Health and Wellbeing Centre for testing who have reported to work or identified an alcohol or drug issue. This may be part of an on-going rehabilitation programme and a necessary step to ensuring the staff member is fit to return/attend work.

Where a member of staff has an identified on-going problem; that has been identified as a result of action taken under the Company's Disciplinary Procedure and/ or the Suspension process, or during a sickness absence review meeting, an agreement would be put in place whereby the member of staff agrees to engage with appropriate support mechanisms and comply with relevant advice. Continued compliance should be taken into consideration when determining appropriate future action.

9.3 Smoking Process

The Company operates a no smoking process. The process has been developed to protect all Staff, customers, contractors and visitors from exposure to second-hand smoke and to assist compliance with the Health Act 2006 (and the Regulations under that Act), and to further our general obligation to make reasonable provision for health and safety at work under the Health and Safety at Work Act 1974.

It is the Company's process that its' workplaces are smoke free. This process applies to anything that can be smoked (including cigarettes, e-cigarettes, pipes and cigars). Smoking for these purposes includes the smoking of tobacco, substances that contain tobacco or the smoking of any other substance.

Smoking is prohibited in all enclosed and substantially enclosed premises in the workplace. This includes places used for company activities (including social and training events).

Work vehicles are also covered by this process if they are used by more than one Staff (regardless of whether they are in the vehicle at the same time).

This process applies within the workplace at all times (including outside normal working hours, public holidays and weekends).

The prohibition on smoking in the workplace under the Health Act 2006 does not cover smoking in private dwellings (for example, if working from home) or in private motor vehicles used for the work purposes of one Staff.

9.4 Gifts and Hospitality

Staff must comply with the Royal Free London Group's Conflict of Interest policy found on the Staff intranet and report any gifts and/or hospitality to your head of department and using the Royal Free London Group's online declaration form found on the Staff intranet. Failure to do so may lead to disciplinary action.

The Company considers it to be a serious offence for any Staff member, in connection with their employment, to accept gifts and hospitality other than by way of a token nature, from any person or business with whom you or the Royal Free London Group is involved with. This includes an offer to a third party or acceptance of any benefit whether financial or in kind from any other party (other than the proper remuneration from the Company). If in doubt you should seek advice from your manager or the Royal Free London Group's Finance department.

9.5 Expenses Procedure

Reasonable travel and other expenses necessarily incurred by Staff on Company business and properly authorised, will be reimbursed in line with Company procedure.

Staff are responsible for complying with the Company's e-expenses system's and their line manager is responsible for accurately reviewing travel or expenses requests and claims for compliance with this procedure.

Staff are expected to seek value for money in all expenditure incurred on behalf of the Company, this includes an expectation of timely advance booking where possible and usage of available discounts.

Staff are required to gain prior approval for any travel or expenditure, Staff must consider the most cost effective means of travel.

All payments for travel and subsistence for Staff are to be made via the payroll department to ensure that tax and National Insurance (NI) contributions implications are appropriately dealt with. All claims must be supported by valid, original VAT receipts in all circumstances where a VAT receipt is available.

Expense claims should be submitted within 2 months of incurring the cost and also by the end of the financial year. The Company reserves the right not to reimburse expenses submitted beyond this date.

Staff will be reimbursed via the payroll system provided the claim meets all the criteria. Claims received by the Payroll Department before the 5th of any month will be processed and paid that month. Forms received after this date may not be paid until the following month.

Any exceptions to claims outside this policy must have prior agreement from a Director.

- Place of work – where Staff are based as identified in their contract of employment.
- Official journey – travelling to another location on agreed trust business e.g. attendance at a meeting.
- Standard rate - the amount of pence per mile that will be reimbursed for claiming mileage undertaken on official business.
- Reserve rate – the amount of pence per mile that will be reimbursed for attending a training course or excess mileage.
- Excess travel – where the cost of travel to and from your place of work has increased. This may be as a result of your role changing or being redeployed to another site.
- Cross site working – where Staff are required to work on multiple sites in order to undertake the requirements of their role.

9.6 Travel Expenses

All Staff are requested to manage their diaries accordingly and base themselves at one site for the complete day where possible.

Where members of Staff are required to travel directly from home to a place other than their usual place of work via public transport, they shall be reimbursed any excess standard public transport fares incurred. If staff are required to travel directly to the alternative site by car, any excess mileage compared to their usual journey to work is payable, at the appropriate mileage rate.

As a general rule in London, public transport will represent better value and the use of registered Oyster Cards is recommended.

Any member of Staff claiming mileage must have a valid driving licence and ensure their vehicle has a MOT. Where members of staff are using their own vehicle, they must ensure they have insurance which covers business use.

Taxis are not the preferred form of transport for members of staff to use to travel on official Company business.

Train journeys will be authorised by the relevant budget holder, taking into account the most cost effective journey both in terms of time and cost. Only standard class rail fares will be reimbursed. Staff are encouraged to book train tickets in advance where possible as they are generally at a lower cost.

Where Staff stays overnight in a hotel or guest house on the Company's business with the agreement of the budget holder, the overnight costs will be reimbursed for the following:

- Actual receipted cost of bed and breakfast
- A meals allowance per 24 hour period

Lunch expenses will not be claimed where members of Staff attend any of the sites that are part of the Royal Free London Group.

In many circumstances a breach of the Company's expenses procedure may constitute a fraudulent transaction and it is the Company's procedure to investigate all alleged instances of fraud using an external party working in conjunction with Human Resources.

Notwithstanding the above, wilful or regular breaching of the Company's expense procedure will be subject to disciplinary actions up to and including dismissal.

Temporary workers who agree to work a shift at a given site will not be entitled to travel expenses. In exceptional circumstances, a bank worker may be required during their shift to move between sites and would in this instance be reimbursed for any travel costs incurred.

Any disputes regarding the reimbursement of expenses, should be addressed through the Company's Grievance procedure.

9.7 Dress Code

The Company requires that all Staff dress appropriately when attending work. Those Staff who deal with the Company's clients and the public have a special responsibility to ensure that they portray a clean, smart and business-like appearance.

Staff are also required to pay attention to personal hygiene at all times and particularly when visiting clients or working at clients' premises.

Laboratory staff will be required to wear protective clothing (provided by the Company) at all times during the working day whilst in the laboratory.

Staff may be provided with a uniform by the Company in which case it is your responsibility to keep it clean, repaired and regularly laundered.

All Staff are also required to return all items of clothing to the Company on termination of employment, along with all other items of Company property.

If Staff do not adhere to this dress code you may be sent home without pay and may additionally face disciplinary action.

9.8 Staff Identification

In the interests of security, Staff must and visibly display an identity badge issued by the Company at all times during working hours. Failure to adhere to this requirement may result in disciplinary action.

9.9 Contact us

If you have any questions regarding the information within this Staff Handbook please contact either your Managing Director or HR Business Partner.

End

V3. November 2022