

# GO LEAN LTD

## STAFF HANDBOOK

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### Introduction

This Staff Handbook has been designed to ensure that all staff understand the policies and procedures at GO LEAN Ltd. Although this does not override your employment obligations set out in your employment contract, it is an important part of the employment relationship, please ensure that you familiarise yourself with the full contents of this Staff Handbook.

GO LEAN Ltd reserves the right to change our Staff Handbook and policies from time to time, if any of the contents of this handbook are unclear, please contact Human Resources (HR) or your line manager.

This Staff Handbook was created using a document from [Rocket Lawyer](https://www.rocketlawyer.com/gb/en) (<https://www.rocketlawyer.com/gb/en>).

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# WORKPLACE MANAGEMENT POLICIES

## a. Health and Safety Policy

### Purpose of Policy

1. GO LEAN Ltd (the **Employer, we, our** or **us**) takes health and safety issues seriously and is committed to protecting the health and safety of its staff and all those affected by its business activities and attending its premises. This policy is intended to help the Employer achieve this by clarifying who is responsible for health and safety matters and what their responsibilities are.
2. This is a statement of policy only and does not form part of your contract of employment. This policy may be amended at any time by the Employer at its absolute discretion. The Employer will review this policy at regular intervals to ensure that it is achieving its aims effectively.

### Who Is Responsible for Workplace Health and Safety?

3. Achieving a healthy and safe workplace is a collective task shared between the Employer and staff. This policy and the rules contained in it apply to all staff of the Employer, irrespective of seniority, tenure, and working hours, including all employees, directors and officers, consultants and contractors, casual or agency staff, trainees, homeworkers, fixed-term staff and any volunteers. Specific responsibilities of staff are set out in the section headed "Responsibilities of all staff" below.

### Employer Responsibilities

4. The Employer is responsible for:
  - a. Taking reasonable steps to safeguard the health and safety of staff, people affected by the Employer's business activities, and people visiting its premises.
  - b. Identifying health and safety risks and finding ways to manage or overcome them.
  - c. Providing a safe and healthy place of work and safe entry and exit arrangements, including during an emergency situation.
  - d. Providing and maintaining safe working areas, equipment and systems and, where necessary, appropriate protective clothing.
  - e. Providing safe arrangements for the use, handling, storage and transport of articles and substances.
  - f. Providing adequate information, instruction, training and supervision to enable all staff to do their work safely, to avoid hazards and to contribute positively to their own health and safety at work. The Employer will give you the opportunity to ask questions and advise who best to contact in respect if you are unsure about how to safely carry out your work.
  - g. Ensuring any health and safety representatives receive appropriate training to carry out their functions effectively.
  - h. Providing a health and safety induction and appropriate safety training to your role, including:
    - Manual handling.
    - Control of substances hazardous to health (COSHH).
    - Working at height.
    - Asbestos awareness.
    - Gas safety.
    - Electrical safety.
    - The use of personal protective equipment (PPE).
    - \_\_\_\_\_.
  - i. Promoting effective communication and consultation between the Employer and staff concerning health and safety matters.
  - j. If an epidemic or pandemic alert is issued, providing instructions, arrangements and advice to staff as to the organisation of business operations and steps to be taken to minimise the risk of infection.
  - k. Regularly monitoring and reviewing the management of health and safety at work, making any necessary changes, and bringing those to the attention of all staff.
5. Overall responsibility for health and safety lies with the Board of Directors of the Employer. They have appointed Business Administrator as the Health and Safety Officer with day-to-day responsibility for health and safety matters.
6. Any concerns about health and safety matters should be communicated to the Health and Safety Officer.

# Responsibilities of All Staff

## *General Staff Responsibilities*

### 7. All staff must:

- a. Take reasonable care for their own health and safety and that of others who may be affected by their acts or omissions.
- b. Co-operate with the Health and Safety Officer and the Employer generally to enable compliance with health and safety duties and requirements.
- c. Comply with any health and safety instructions and rules, including instructions on the safe use of equipment.
- d. Keep health and safety issues in the front of their minds and take personal responsibility for the health and safety implications of their own acts and omissions.
- e. Keep the workplace tidy and hazard-free.
- f. Report all health and safety concerns to the Health and Safety Officer promptly, including any potential risks, hazards or malfunctioning of equipment, however minor or trivial they may seem.
- g. Co-operate in the Employer's investigation of any incident or accident which either has led to injury or which, in the Employer's opinion, could have led to injury.

## *Staff Responsibilities Relating to Equipment*

### 8. All staff must:

- a. Use equipment as directed, following any instructions given by representatives of management or contained in any written operating manual or instructions for use, and adhering to any relevant training.
- b. Report any fault with, damage to, or concern about any equipment (including health and safety equipment) or its use to the Health and Safety Officer, who is responsible for maintenance and safety of equipment.
- c. Ensure that health and safety equipment is not interfered with.
- d. Not attempt to repair equipment unless suitably trained and authorised.

## *Staff Responsibilities Relating to Accidents and First Aid*

### 9. All staff must:

- a. Promptly report any accident at work involving personal injury, however trivial, to the Health and Safety Officer so that details can be recorded in the Accident Book. They must also cooperate with any associated investigation.
- b. Familiarise themselves with the details of first aid facilities and trained first aiders, which are available from the Health and Safety Officer.
- c. If an accident occurs, dial +44(0)7902125718 and ask for the duty first aider, giving name, location and brief details of the problem.
- d. The Health and Safety Officer is responsible for investigating any injuries or work-related illnesses, preparing and keeping accident records, and for submitting reports under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR), where required.

## *Staff Responsibilities Relating to National Health Alerts, Including the Coronavirus (COVID-19) Pandemic*

10. If an epidemic or pandemic alert is issued, all staff must comply and co-operate with all instructions, arrangements and advice issued by the Employer as to the organisation of business operations and steps to be taken by staff to minimise the risk of infection. Any questions should be referred to the Health and Safety Officer.

11. Given the outbreak of Coronavirus (COVID-19), it is important that all staff members follow the guidelines set out in this policy to ensure maximum safety and to minimise the risk of infection. We will review these guidelines regularly to ensure they are kept up-to-date with Government guidance.

12. Please see the section headed "Staff returning to work - Coronavirus (COVID-19)" below for health and safety measures which specifically address the Coronavirus (COVID-19) pandemic.

## *Staff Responsibilities Relating to Emergency Evacuation and Fire*

### 13. All staff must:

- a. Familiarise themselves with the instructions about what to do if there is a fire which are available from the Health and Safety Officer.
- b. Ensure they are aware of the location of fire extinguishers, fire exits and alternative ways of leaving the building in an emergency.
- c. Comply with the instructions of firewardens if there is a fire, suspected fire or fire alarm (or a practice drill for any of these scenarios).

- d. Co-operate in fire drills and take them seriously (ensuring that any visitors to the building do the same). Fire drills will be held at least once every 12 months.
  - e. Ensure that fire exits or fire notices or emergency exit signs are not obstructed or hidden at any time.
  - f. Notify the Health and Safety Officer immediately of any circumstances (for example, impaired mobility) which might hinder or delay evacuation in a fire. This will allow the Health and Safety Officer to discuss a personal evacuation plan for you, which will be shared with the fire wardens and colleagues working near to you.
14. On discovering a fire, all staff must:
- a. Immediately trigger the nearest fire alarm and, if time permits, call reception and notify the location of the fire.
  - b. Attempt to tackle the fire ONLY if they have been trained or otherwise feel competent to do so. Nominated members of staff will be trained in the use of fire extinguishers.
15. On hearing the fire alarm, all staff must:
- a. Remain calm and immediately evacuate the building, walking quickly without running, and following any instructions of the fire wardens.
  - b. Leave without stopping to collect personal belongings.
  - c. Stay out of any lifts.
  - d. Remain out of the building until notified by a fire warden that it is safe to re-enter.
16. The Health and Safety Officer is responsible for ensuring that fire risk assessments take place, that changes are made where required, and for making sure there are regular checks of fire extinguishers, fire alarms, escape routes, signage and emergency lighting.

## **Risk Assessments, Hazardous Substances and Manual Handling**

17. Risk assessments are essentially a careful examination of what in the workplace could cause harm to people. The Employer will assess any risks and consider measures to best minimise any risk. The Employer will carry out general workplace risk assessments when required or as reasonably requested by staff. Managers must ensure that any necessary risk assessments take place and the resulting recommendations are implemented. The Health and Safety Officer is responsible for workplace risk assessments and any measures to control risks.
18. The use of hazardous substances at work will be avoided where possible and less hazardous alternatives will be used where available. Training on the control of substances hazardous to health (COSHH) will be provided where required.
19. Personal Protective Equipment (PPE) is provided where risks cannot be otherwise effectively controlled.
20. Guidance on manual handling (for example, lifting and carrying heavy objects) can be obtained from the Health and Safety Officer and where necessary training will be provided by the Employer, but the Employer will try to minimise or avoid the need for manual handling where there is a risk of injury.

## **Display Screen Equipment (DSE)**

21. The Employer is obliged to ensure that:
- a. Risks to health and safety from DSE use (such as musculoskeletal disorders, visual fatigue and mental stress) are controlled.
  - b. Staff are aware of the potential risks to their health and safety from DSE use and the actions they can take to reduce these risks.
22. Further guidance on the use of display screen equipment can be obtained from the Health and Safety Officer.

### *Employer Responsibilities*

23. The Employer will:
- a. Ensure DSE Assessments are carried out on each workstation and include the display screen equipment, furniture and working environment.
  - b. Where health and safety issues have been highlighted in the DSE Assessment, ensure that appropriate remedial action is taken to reduce any identified risks.
  - c. Maintain records of all DSE Assessments and risk assessments.
  - d. Encourage the early reporting by staff of any symptoms which may be related to visual display screen work.
  - e. In circumstances where an injury or ill health associated with DSE is identified, ensure that an incident or accident report is completed.
  - f. Plan the activities of users of DSE so that short, frequent breaks are taken to prevent intensive periods of on-screen activity.

### *Staff Responsibilities*

24. Staff will:

- a. Cooperate with the completion of the workstation DSE assessment and all measures/training given to promote safe working practice.
- b. Use equipment in the intended manner.
- c. Adopt any advice given by the Employer to prevent intensive periods of on-screen activity.
- d. Use any corrective glasses prescribed specifically for working with DSE.
- e. Inform their line manager immediately if they experience any problems or ill-health which could affect their ability to work with DSE.

#### *Workstation Assessments*

25. Workstation assessments must be carried out on each workstation. Responsibility for ensuring workstation assessments are carried out lies with line managers.
26. As a first step, staff must complete a [DSE self-assessment](#).
27. DSE self-assessments should be carried out on:
- a. New staff at induction.
  - b. Laptop users.
  - c. Homeworkers.
28. Staff should review their self-assessment annually, or when there are significant changes to their workstation.

#### *Breaks*

29. Staff are encouraged and will be expected to take opportunities for breaks in their work routine to prevent the onset of fatigue. See [guidance](#) for more information, or speak with your line manager.

#### *Eye Tests*

30. Staff are entitled to eye tests by a registered practitioner (Optician or Doctor) on the following occasions:
- a. When they first become a user of DSE.
  - b. When requested by staff themselves.
  - c. At regular intervals thereafter on the recommendation of the practitioner (usually every 2 years).
  - d. When staff experience visual difficulties attributed to display screen use.
31. Staff are currently entitled to receive the following financial contributions towards eye tests and corrective appliances:
- a. Up to £20.00 towards the cost of an eye test.
  - b. Up to £50.00 towards the cost of lenses and frames.

Staff will be responsible for the initial payment of their eye test and any costs incurred on lenses or frames.

32. Please note that glasses are solely and specifically for DSE use, and cannot be combined with lenses for other uses, eg driving.
33. For more information, please contact your line manager.

#### *Eye Testing Procedure*

34. To claim for reimbursement of eye test costs and/or contributions to lenses/frames, you must complete a claim form, which can be requested from the HR Department or your line manager.
35. You are responsible for arranging your own appointment with the practitioner.
36. You should take the claim form along to your appointment for the practitioner to complete and authorise. Any receipts for costs incurred should be retained and attached to the claim form.
37. You will be required to complete and sign the form and then forward it to the HR Department or your line manager for authorisation. Next, the HR Department or your line manager will be required to confirm whether or not you use DSE as an essential part of your work and for a significant part of your normal working hours.
38. Once the claim form is fully completed and signed by you, the practitioner, and the HR Department or your line manager, it should be forwarded to the accounts team, along with receipts of all costs incurred relating to the eye test, frames and lenses.
39. If the claim is approved, you will be reimbursed in accordance with the stipulated contribution limits. Once approved claims have been processed, payment will be made via the accounts team along with a receipt detailing a breakdown of the reimbursed claim.

#### *Provision of Information and Training*

40. Staff will be provided with adequate information and training on the following areas:

- a. Risks from DSE and workstations.
- b. Risk assessments and measures to reduce the risks.
- c. Breaks and activity changes.
- d. Initial training.

## **Staff Returning to Work - Coronavirus (COVID-19)**

41. Although Government restrictions introduced in response to the Coronavirus (COVID-19) pandemic have been lifted, the pandemic is ongoing and appropriate safety measures must be adhered to. Employees must adhere to the Coronavirus (COVID-19) mitigation provisions which are still relevant to our workplace. These include:

### *Hygiene Practices at Work*

42. Staff must follow all hygiene measures which we implement. When appropriate, these may include increased frequency of hand washing, wearing protective clothing, and sanitising workstations and desks.
43. We will provide adequate handwashing facilities (or hand sanitiser where not possible) at entry/exit points and when appropriate we expect all staff to use these facilities frequently whenever entering and exiting the workplace.
44. We encourage staff to bring their own food if required and to use their own utensils and drinking containers.
45. We also expect staff to apply good hygiene practices generally, such as covering their mouths or faces when coughing or sneezing, not shaking hands or touching other people and disposing of any waste, such as used tissues or hand wipes, responsibly.
46. Staff are expected to wipe down surfaces at their desk regularly. We will provide adequate cleaning equipment to enable you to clean the surfaces that you have touched, such as keyboards, computer screens and telephones, and we will make sure there are adequate disposal arrangements.

### *Mental Health Whilst Working During Coronavirus (COVID-19)*

47. We take the health of our staff seriously, including their mental well-being. Whether you are working remotely or returning to the workplace, we strongly encourage you to speak to your line manager, a colleague or a member of the HR team regarding any concerns or issues you may have.
48. If you are working remotely from home or returning to the workplace, we encourage staff to:
  - a. Connect with their fellow colleagues for informal chats or video calls.
  - b. Get regular exercise and sunlight outdoors.
  - c. Take regular breaks away from their workstation.
  - d. Ensure they are drinking sufficient water and eating properly.

## **Non-Compliance With Health and Safety Rules**

49. Any breach of health and safety rules or failure to comply with this policy will be taken very seriously and is likely to result in disciplinary action against the offender, in accordance with the Employer's disciplinary policy, up to and including immediate dismissal.

## b. Equal Opportunities Policy

### Statement of Policy and Purpose of Policy

1. GO LEAN Ltd (the **Employer, we, our** or **us**) is committed to equal opportunities for all staff and applicants.
2. It is our policy that all employment decisions are based on merit and the legitimate business needs of the organisation. We do not discriminate on the basis of race, colour or nationality, ethnic or national origins, sex, gender reassignment, sexual orientation, marital or civil partner status, pregnancy or maternity, disability, religion or belief, age or any other ground on which it is or becomes unlawful to discriminate under the laws of England, Wales and Scotland (referred to as **Protected Characteristics**).
3. Our intention is to enable all our staff to work in an environment which allows them to fulfil their potential without fear of discrimination, harassment or victimisation. Our commitment to equal opportunities extends to all aspects of the working relationship including:
  - a. recruitment and selection procedures;
  - b. terms of employment, including pay, conditions and benefits;
  - c. training, appraisals, career development and promotion;
  - d. work practices, conduct issues, allocation of tasks, discipline and grievances;
  - e. work-related social events; and
  - f. termination of employment and matters after termination, including references.
4. This policy is intended to help us achieve our diversity and anti-discrimination aims by clarifying the responsibilities and duties of all staff in respect of equal opportunities and discrimination. We will promote effective communication and consultation between us and staff concerning equal opportunities by means it considers appropriate.
5. The principles of non-discrimination and equal opportunities also apply to the way in which staff treat visitors, clients, customers, suppliers and former staff members.
6. This is a statement of policy only and does not form part of your contract of employment. This policy may be amended at any time by us, at our absolute discretion.

### Who Is Responsible for Equal Opportunities?

7. Achieving an equal opportunities workplace is a collective task shared between us and all our staff. This policy and the rules contained in it, therefore, apply to all staff irrespective of seniority, tenure and working hours, including all employees, directors and officers, consultants and contractors, casual or agency staff, trainees, homeworkers and fixed-term staff and any volunteers or interns (referred to as **Staff**).
8. The Board of Directors of the Employer has overall responsibility for this policy and for equal opportunities and discrimination law compliance in the workplace and the Director has been appointed as the person with day-to-day operational responsibility for these matters.
9. All Staff have personal responsibility to ensure compliance with this policy, to treat colleagues with dignity at all times and not to discriminate against or harass other members of Staff, visitors, clients, customers, suppliers and former staff members. In addition, Staff who take part in management, recruitment, selection, promotion, training and other aspects of career development (referred to as **Managers**) have special responsibility for leading by example and ensuring compliance.
10. Managers will receive appropriate training in equal opportunities and must take all necessary steps to:
  - a. promote the objective of equal opportunities and the values set out in this policy;
  - b. ensure that their own behaviour and those of the Staff they manage complies in full with this policy; and
  - c. ensure that any complaints of discrimination, victimisation or harassment (including against themselves) are dealt with appropriately and are not suppressed or disregarded.

### What is Discrimination?

11. Discrimination occurs in different ways, some more obvious than others. Discrimination on the grounds of any of the Protected Characteristics is prohibited by law, even if unintentional, unless a particular exception applies.

### Direct Discrimination

12. Direct discrimination is less favourable treatment because of one of the Protected Characteristics. Examples would include refusing a woman a job as a chauffeur because you believe that women are not good drivers or restricting recruitment to persons under 40 because you perceive that a younger workforce to be more energetic or dynamic.

13. Direct discrimination can arise in some cases even though the person complaining does not actually possess the Protected Characteristic but is perceived to have it or associates with other people who do. For example, when a person is less favourably treated because they are (wrongly) believed to be homosexual or because they have a spouse who is Muslim.

## **Indirect Discrimination**

14. Indirect discrimination arises when an employer applies an apparently neutral provision, criterion or practice which in fact puts individuals with a particular Protected Characteristic at a disadvantage, statistically and this is unjustified. To show discrimination the individual complaining also has to be personally disadvantaged. An example would be a requirement for job candidates to have 10 years' experience in a particular role, since this will be harder for young people to satisfy. This kind of discrimination is unlawful unless it is a proportionate means of achieving a legitimate aim.

## **Victimisation**

15. Victimisation means treating a person less favourably because they have made a complaint of discrimination or have provided information in connection with a complaint or because they might do one of these things.

## **Harassment**

16. Harassment is defined as unwanted conduct related to a relevant Protected Characteristic (within the Equality Act 2010) which has the effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual.

17. Unlawful harassment may involve conduct of a sexual nature or it may be related to age, race, colour or nationality, ethnic or national origins, sex, gender reassignment, sexual orientation, disability, religion or belief, pregnancy or maternity.

18. Harassment can arise in some cases even though the person complaining does not actually possess a Protected Characteristic but is perceived to have it (for example, when a person is harassed because they are (wrongly) believed to be homosexual) or associates with other people who possess a Protected Characteristic (for example, because they have a spouse who is Muslim).

19. A person may also be subject to harassment even if they were not the intended target. For example, a person may be harassed by a sexist joke about a different gender if it created an offensive environment for them to work in.

20. Harassment may include:

- a. use of insults or slurs based on a Protected Characteristic or of a sexual nature or other verbal abuse or derogatory, offensive or stereotyping jokes or remarks;
- b. physical or verbal abuse, threatening or intimidating behaviour because of a Protected Characteristic or behaviour of a sexual nature;
- c. unwelcome physical contact including touching, hugging, kissing, pinching or patting, brushing past, invading personal space, pushing grabbing or other assaults;
- d. mocking, mimicking or belittling a person's disability, appearance, accent or other personal characteristics;
- e. unwelcome requests for sexual acts or favours; verbal sexual advances, vulgar, sexual, suggestive or explicit comments or behaviour;
- f. repeated requests, either explicitly or implicitly, for dates;
- g. repeated requests for social contact or after it has been made clear that requests are unwelcome;
- h. comments about body parts or sexual preference;
- i. displaying or distributing offensive or explicit pictures, items or materials relating to a Protected Characteristic or of a sexual nature;
- j. shunning or ostracising someone, for example, by deliberately excluding them from conversations or activities;
- k. 'outing' or threatening to 'out' someone's sexual orientation (i.e. to make it known);
- l. explicit or implicit suggestions that employment status or progression is related to toleration of, or acquiescence to sexual advances, or other behaviour amounting to harassment;
- m. racists, sexist, homophobic or ageist jokes, and stereotypical remarks about a particular ethnic or religious group or gender;
- n. posters, graffiti, obscene gestures, flags and emblems; and
- o. isolation from normal work or study places, conversations or social events.

21. Other important points to note about harassment:

- a. a single incident can amount to harassment;
- b. behaviour that has continued for a long period without complaint can amount to harassment;
- c. it is not necessary for an individual to intend to harass someone for their behaviour to amount to harassment;
- d. it is not necessary for an individual to communicate that behaviour is unwelcome before it amounts to harassment; and

- e. the onus is on each individual to be certain that their behaviour and conduct is appropriate and is not unwanted and in the case of doubt, you must refrain from such conduct.

## **Disability Discrimination**

22. This could be direct or indirect discrimination, and is any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

## **Disabled Persons**

23. Any Staff member who considers that they may have a disability is strongly encouraged to speak with the Director particularly if they experience difficulties at work because of their disability so that any reasonable adjustments to help overcome or minimise difficulties can be discussed. For these purposes, disability includes any physical or mental impairment which substantially affects your ability to perform day-to-day activities and has lasted (or is likely to last) more than 12 months. Disclosure of this information will be treated in confidence, if you wish it to be, so far as is reasonably practicable and we will do our best to handle matters sensitively and to ensure that you are treated with dignity and with respect for your privacy.

24. We will consult with you about whether adjustments are needed to avoid you being disadvantaged and may ask you to see a doctor appointed by us, to advise on this. We will seek to accommodate your needs within reason. If we consider a particular adjustment unreasonable we will explain why and try to find an alternative solution.

25. Managers with responsibility for managing a member of Staff who they know or think to be disabled should speak to the Director to ensure that all relevant duties are complied with.

## **Making Employment Decisions Fairly**

26. As noted above, the Employer will recruit employees and make other employment decisions concerning promotion, training, dismissal and related issues. on the basis of objective criteria.

27. Managers should only stipulate criteria or conditions for employment decisions (including job selection, promotion and redundancy) which are based on a legitimate business need and which do not go further than is needed to satisfy that need. If you are in any doubt about whether particular criteria or conditions are indirectly discriminatory or justifiable, then please speak to the Director.

## **Recruitment**

28. Managers involved in recruitment must:

- a. specify only recruitment criteria that are relevant to the job, reflect genuine business needs and are proportionate. More than one person should be involved in shortlisting of applicants wherever practicable;
- b. ensure that vacancies are advertised to a diverse audience and try to avoid informal recruitment methods that exclude fair competition. In very rare cases, it may be legitimate and necessary to restrict recruitment to a particular role to certain groups, but it is essential that this is discussed with the Director so that appropriate steps can be taken to ensure legality;
- c. review job advertisements carefully to ensure that stereotyping is avoided and that particular groups are not unjustifiably discouraged from applying;
- d. not ask applicants about health or disability before a job offer is made (other than in exceptional circumstances and after having been approved by the Director). If necessary a job offer can be expressed to be conditional upon satisfactorily passing a medical check;
- e. not ask candidates about any Protected Characteristic if the question may demonstrate an intention to discriminate. For example, candidates should not be asked about current or future pregnancy, childcare or related matters;
- f. not make assumptions about immigration status based on appearance, accent or apparent nationality; and
- g. so far as reasonably practicable, keep a written record of their reasons for relevant decisions.

29. The Employer is legally required to verify that all employees have the right to work in the UK. Prior to starting employment, all employees must produce original documents to the Employer's satisfaction, irrespective of nationality. Information about the documents required is available from the Director.

30. The Employer monitors applicants':

- a. sex;
- b. sexual orientation;
- c. ethnic group;
- d. disability;
- e. religion;
- f. age;

as part of our recruitment process. We do this to assess the effectiveness of our measures to promote equal opportunities and to help us identify and take appropriate steps to avoid discrimination, under-representation and potential disadvantage and improve diversity. Provision of this information is voluntary and the information is kept in an anonymised format solely for the purposes stated here. The information will not be used as part of any decision-making process relating to the recruitment or employment of the person providing the information. Our recruitment policies must be reviewed at regular intervals to ensure people are being treated fairly and according to ability and merit.

## **Staff Training, Career Development and Promotion**

31. Training needs may be identified during the normal appraisal process. Appropriate training to facilitate progression will be accessible to all staff.
32. All promotion decisions will be made on the basis of merit and according to proportionate criteria determined by legitimate business need.
33. Staff diversity at different levels of the organisation will be kept under review to ensure equality of opportunity. Where unjustified barriers to progression are identified, these will be removed.

## **Conditions of Service**

34. Access to benefits and facilities and terms of employment will be kept under review to ensure that they are appropriately structured and that no unlawful barriers to qualification or access exist.

## **Discipline and Termination of Employment**

35. Any redundancy selection criteria and procedures that are used, or other decisions taken to terminate employment, will be fair and not directly or indirectly discriminatory.
36. Disciplinary procedures and penalties will be applied without discrimination, whether they result in disciplinary warnings, dismissal or other disciplinary action.

## **Discipline and Termination of Employment**

37. Part-time and fixed-term staff will be treated the same as full-time or permanent staff of the same position and enjoy no less favourable terms and conditions (pro-rata, where appropriate), unless different treatment is justified.

## **What to Do if You Encounter Discrimination**

38. If you believe that you have been the victim of discrimination, you should follow the Employer's Grievance Procedure contained within this Staff Handbook.
39. Every member of Staff has a responsibility to combat discrimination if they encounter it. Staff who observe or are aware of acts that they believe amount to discrimination directed at others are encouraged to report these to the Director.
40. Any grievance or report raised about discrimination will be kept confidential so far as this is practicable. We may ask you if you wish your complaint(s) to be put to the alleged discriminator if disciplinary action appears to be appropriate. It sometimes may be necessary to disclose the complaint or take action even if this is not in line with your wishes, but we will seek to protect you from victimisation and, if you wish, we will seek to protect your identity. You should be aware that disciplinary action may be impossible without your co-operation or if you refuse to allow relevant information to be disclosed.
41. Staff who raise a complaint about or report discrimination in good faith will be protected from retaliation or victimisation. As long as you act in good faith, the fact that you have raised a complaint or report will not affect your position within the Employer, even if the complaint is not upheld. Making a false allegation deliberately and in bad faith is a misconduct offence and will be dealt with in accordance with our Disciplinary Procedure contained within this Staff Handbook. Any member of Staff who attempts acts of retaliation or victimisation may be subject to disciplinary action up to and including summary dismissal for gross misconduct.
42. If you make a complaint, it may be necessary to ask you to stay at home on paid leave while investigations are being conducted and the matter is being dealt with through the appropriate procedure. This may particularly be necessary in cases of alleged harassment.

## **Non-Compliance With Equal Opportunities Rules**

43. Any breach of equal opportunities rules or failure to comply with this policy will be taken very seriously and is likely to result in disciplinary action against the offender, up to and including immediate dismissal.
44. Staff should also note that:
  - a. in some cases, they may be personally liable for their acts of discrimination and that legal action may be taken against them directly by the victim of any discrimination; and
  - b. it may be a criminal offence intentionally to harass another employee.

## **Review of This Policy**

45. The Board of Directors of the Employer will keep this policy under review.

46. The Employer encourages Staff to comment on this policy and suggest ways in which it might be improved or ask any questions if they are unsure about any part of this policy or how it is applied by contacting the Director.

## **c. Anti-Harassment and Bullying Policy**

### **Statement and Purpose of Policy**

1. GO LEAN Ltd (the **Employer, we, our** or **us**) is committed to providing a work environment free from harassment and bullying and ensuring that all staff are treated, and treat others, with dignity and respect.
2. This policy does not form part of any employment contract and the Employer retains the right to amend it at any time, at our absolute discretion.

### **What Does This Policy Cover?**

3. This policy covers harassment, victimisation and bullying which takes place within and outside of the workplace, including on business trips, work-related social functions or events.
4. This policy applies to all staff, irrespective of seniority, tenure and working hours, including all directors and officers, casual or agency staff, trainees, interns, fixed-term staff, volunteers, consultants and contractors. It also covers harassment and bullying by third parties, such as customers, suppliers or visitors to the business premises.

### **What Are Harassment and Bullying?**

5. Harassment is any behaviour as defined in the Section entitled 'Harassment' in the Employer's Equal Opportunities Policy contained in this Staff Handbook.
6. Bullying is any behaviour, be it physical, verbal or non-verbal, that is offensive, intimidating, malicious or insulting and that involves a misuse of power (e.g. a position of authority or physical strength), which can result in a person feeling vulnerable, upset, humiliated, undermined or threatened.
7. Examples of bullying include, but are not limited to:
  - a. unfair treatment;
  - b. inappropriate and/or derogatory remarks about a person's performance;
  - c. physical or psychological threats;
  - d. overbearing and intimidating levels of supervision;
  - e. abuse of authority or power by those in positions of seniority;
  - f. constantly changing targets in order to cause someone to fail;
  - g. making false allegations; and
  - h. deliberately excluding someone from meetings or communications without good reason.
8. On their own, any reasonable, legitimate and constructive criticism or comments of a person's performance or behaviour, or reasonable instructions given in the courts of employment, will not amount to bullying.

### **What is Victimisation?**

9. Victimisation occurs where a member of staff is subjected to detrimental treatment because they have, in good faith, made an allegation of harassment, or has indicated an intention to make such an allegation, or has assisted or supported another person in bringing forward such an allegation, or participated in an investigation of a complaint, or participated in any disciplinary hearing arising from an investigation.
10. We seek to protect all staff from victimisation arising as a result of bringing a complaint or assisting in an investigation where they act in good faith. Victimisation is a form of misconduct which may itself result in a disciplinary process.

### **What if You Are Being Bullied or Harassed?**

11. If you are being bullied or harassed, consider if you feel able to raise the problem informally with the person responsible. Clearly explain to them that their behaviour is unwanted and makes you feel uncomfortable. If you cannot speak to the responsible person (for example, because it is too difficult or embarrassing), speak to your line manager or the HR Department, who can provide confidential advice and assistance in resolving the issue formally or informally.
12. If you are uncertain whether an incident or series of incidents amounts to bullying or harassment, contact your line manager or the HR Department for confidential advice.
13. If your request is ignored, the bullying or harassment continues and/or you would prefer to take formal action, you should raise the matter formally under the complaint procedure set out below.

14. A formal complaint about bullying or harassment should be made in writing and sent to the HR Department, identifying:
  - a. who has been bullying or harassing you;
  - b. the nature of the bullying or harassment;
  - c. the specific acts relied upon as constituting bullying or harassment;
  - d. when the alleged acts of bullying or harassment took place, including the dates and times where possible;
  - e. the names of any witnesses to any of the alleged acts of bullying or harassment; and
  - f. any action that has already been taken to attempt to stop the bullying or harassment from occurring (e.g. informally reporting it to your line manager).
15. You will be invited to attend a meeting with the HR Department to discuss your complaint. You must make every effort to attend any scheduled meeting under this policy.
16. You have the right to be accompanied by a companion to any meeting under this procedure. Your choice of companion will be agreed to if they are either a colleague, a trade union official or a trade union representative (which, if not an employed official, must be certified by their union as competent to accompany a worker) and under the circumstances, you have made a reasonable request to be accompanied.
17. Your complaint will be investigated in a confidential and timely manner, by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation, including the names of the person accused of bullying or harassment and the person making the complaint, will be disclosed on a “need to know” basis. We will also consider if any steps are necessary to manage the ongoing relationship and the person accused of bullying or harassment.
18. When the investigation is completed, you will be informed of the Employer’s decision. If we consider that you have been bullied or harassed by a staff member, we will deal with the matter under the Employer's Disciplinary Procedure contained in this Staff Handbook as a case of possible misconduct or gross misconduct. If we consider that you have been bullied or harassed by a third party, such as a customer or visitor, we will consider what actions will be appropriate to deal with the problem. If you are unhappy with the decision, you can raise an appeal under the formal appeal procedure set out in the section entitled ‘Appeal’ below.
19. Regardless of whether your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

## **Appeal**

20. If you are unhappy with the decision and you wish to appeal, you should contact the HR Department within 10 working days of the date of the decision, saying that you disagree with the decision and giving your reason(s) why and, where relevant, providing any new evidence you seek to rely on.
21. You will then be invited to an appeal hearing, normally within 5 working days of us receiving your letter of appeal.
22. Your appeal will be heard by an impartial manager or if necessary an independent HR advisor who has not been part of the process up until the appeal stage. Your appeal will either be a review of your complaint or a complete rehearing, at the Employer’s discretion.
23. After the meeting, you will be given a decision, normally within 24 hours. The Employer’s decision is final and there is no further right to appeal.

## **Supporting and Protecting Those Involved**

24. Staff who make complaints or who participate in good faith in any investigation under this policy must not suffer any form of victimisation or retaliation as a result. If you believe to have suffered such treatment, speak to your line manager or the HR Department. If the matter is not resolved or remedied, raise it formally under this policy, where appropriate.
25. Anyone found to have victimised or retaliated against someone will be subject to disciplinary action in accordance with the Employer's Disciplinary Procedure.
26. If an investigation under this policy concludes that a malicious or false claim of bullying or harassment has been made, the complainant may be subject to disciplinary action in accordance with the Employer's Disciplinary Procedure.

## **Keeping Records**

27. Information regarding any complaints made by or about a member of staff may be recorded on their personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. Such data will be processed in accordance with the Employer's Data Protection and Data Security Policy which is contained in this Staff Handbook.

# FAMILY POLICIES

## a. Maternity Policy

### Statement and Purpose of Policy

1. GO LEAN Ltd (the **Employer, we, our** or **us**) recognises and respects the rights of expectant and recent mothers to take time away from work in connection with their maternity and childbirth. No one will be subjected to a detriment for exercising their right to take maternity leave in accordance with this policy or for seeking to do so.
2. The purpose of this policy is to ensure that staff and managers are clear about entitlements to maternity leave, the process that should be followed for arranging leave and the terms that apply during and after maternity leave.
3. This policy is intended to summarise your statutory rights. If there is a contradiction between this policy and the statutory maternity leave entitlements that apply at any time, this policy shall be deemed to be amended, as necessary, to comply with legislative requirements.
4. This is a statement of policy only and does not form part of your contract of employment. We may amend this policy at any time, at our absolute discretion.

### Definitions

5. In this policy we will use the following definitions:
  - a. **Expected Week of Childbirth:** the week, starting on a Sunday, in which your doctor or midwife expects you to give birth.
  - b. **Qualifying Week:** the 15th week before the Expected Week of Childbirth.

### What is Maternity Leave and Who is Eligible to Take it?

6. Maternity leave is the right for qualifying employees to take up to 52 weeks of leave in connection with their pregnancy and/or birth of their child. Pregnant employees also have the right to time off work for antenatal appointments.
7. To be eligible for maternity leave you must:
  - a. be an employee (not a contractor or consultant);
  - b. be pregnant at the Qualifying Week; and
  - c. in general, comply with the notification requirements set out in this policy.
8. The right to take maternity leave is not dependent on your length of service, although to qualify for statutory maternity pay, you must have at least 26 weeks of service at the Qualifying Week.
9. You may be eligible to take shared parental leave instead of your full entitlement of maternity leave. For details about shared parental leave, contact your line manager or the HR Department.

### Giving Notice of Your Pregnancy

10. In all cases, we request that you tell us as soon as possible that you are pregnant so that we can ensure we comply with any health and safety requirements.
11. You must tell us before the end of the Qualifying Week, or as soon as reasonably practical afterwards, that you are pregnant, the dates of your Expected Week of Childbirth and when you would like your maternity leave to start.
12. You must also confirm your Expected Week of Childbirth by providing us with a certificate from a doctor or midwife (this will usually be on a MAT B1 form).

### Antenatal Appointments

13. During pregnancy, you may take time off from work to attend antenatal classes. You will be paid as normal. Please give us as much notice as you can of your intention to take time off. If you haven't already given us a certificate of your pregnancy from your midwife, doctor or health visitor then we will ask you to provide this and an appointment card for the class, except for the first appointment.

### Health and Safety During Your Pregnancy

14. As well as our normal health and safety duties to all our staff, we will assess workplace risks specific to pregnant women and those who have recently become mothers and/or are breastfeeding. When you tell us that you are pregnant, we will inform you of any relevant risks that we have identified along with the measures that you and we must take to help protect against those risks. In some cases, we may need to take steps to protect you and/or your child against health hazards that may include having to:

- a. change your working arrangements;
- b. offer you suitable alternative work, on terms and conditions that are the same or not substantially less favourable; or
- c. suspend you from duties on full pay (or if you have unreasonably refused suitable alternative work, without pay).

## **Sickness**

15. If you are absent from work because of pregnancy-related sickness then your entitlement to payment will be as for any other period of sickness absence and subject to the same limits and conditions, as set out in your contract of employment. Payment in excess of the normal rules is at our discretion.

16. Pregnancy-related sickness absence will not be taken into account for the purpose of any employment decisions to which sickness absence is relevant.

17. During the 4 weeks immediately before your Expected Week of Childbirth, any sickness absence will normally automatically trigger the start of your maternity leave.

## **Starting Maternity Leave**

18. As noted above, you must formally notify us of the date on which you want to start maternity leave before the end of the Qualifying Week.

19. Your maternity leave cannot start earlier than 11 weeks before the Expected Week of Childbirth (unless you give birth prematurely before then). Within 28 days of receiving your notice, we will confirm to you in writing the last date by which you must return from maternity leave.

20. You can change the start date for your maternity leave by giving us written notice. You must give the notice at least 28 days before the earlier of (i) the new start date or (ii) the original start date. If it is not possible to give that much notice then you must notify us as soon as reasonably practicable.

21. Your maternity leave will start on the date notified to us in accordance with this policy unless:

- a. you give birth before then, in which case your leave will start on the day after the birth and you must give us written notice of the date of birth as soon as possible; or
- b. you are absent from work for a pregnancy-related reason during the 4 weeks immediately before the Expected Week of Childbirth, in which case you must tell us as soon as possible in writing and leave will start on the day following the first day of that absence unless we agree otherwise.

22. You may not work during the 2 weeks immediately after giving birth, by law, so your maternity leave period must include these 2 weeks (or 4 weeks if you are a factory worker).

23. Near the time when your leave is due to start, we will discuss the arrangements for your maternity cover and the arrangements for keeping in touch with us during your leave, if you wish to do so. During your leave, you will continue to receive certain internal communications like job vacancies, social events, training and similar news unless you tell us that you would prefer not to receive these.

## **Maternity Pay**

24. During your maternity leave, qualifying employees will be entitled to receive statutory maternity pay (SMP) for up to 39 weeks. To qualify, you must:

- a. still be employed and have at least 26 weeks of continuous employment at the end of the Qualifying Week; provide us with a doctor's or midwife's certificate (MAT B1 form) confirming the date of your Expected Week of Childbirth;
- b. have average earnings during the 8 weeks ending with the Qualifying Week (the Relevant Period) of at least the lower earnings limit set by the Government; and
- c. notify us of your intention to take maternity leave at least 28 days in advance or, if that is not possible, give us as much notice as you can.

25. During the first 6 weeks of your maternity leave, SMP is paid at 90% of your average weekly earnings calculated over the Relevant Period. After that, for up to a further 33 weeks, it is paid at a statutory rate set annually by the Government.

26. If you are due a pay rise during your maternity leave then this will be deemed to have applied during the Relevant Period, which will have the effect of retrospectively increasing your entitlement to SMP for the first 6 weeks of your maternity leave. If you have already received your SMP for that 6 weeks then we will pay you the difference in a lump sum. Otherwise, we will pay your SMP through normal payroll, less tax, National Insurance and any other lawful deductions.

27. SMP will stop being payable if you return to work (except where you are simply keeping in touch as described in the "During maternity leave" section below).

28. If you leave employment after the start of the Qualifying Week you will still be eligible for SMP from the later of (i) the week following your final week of employment or (ii) the 11th week before the Expected Week of Childbirth.

## **During Maternity Leave**

29. While you are on maternity leave, your normal terms of employment will continue to apply except for your entitlement to pay. In particular, benefits in kind shall continue and you will continue to accrue holiday. The effect of your maternity leave on your pension arrangements depends on the type of scheme in which you are participating and the terms of your participation. For further information on this, speak to your line manager or the HR Department.

30. Although we will respect your absence during your maternity leave, we may need to make contact with you from time to time. In particular, we will make contact shortly before your maternity leave ends to arrange a discussion with you about your return to work including any training needs, proposed changes to your working arrangements or just to update you on developments in your absence. If you have any concerns regarding this, you should speak with your line manager or the HR Department.

## **Keeping in Touch Days**

31. In addition to the circumstances described above, in respect of keeping in contact, employees may also attend work for training or other reasons during their maternity leave for up to 10 days by prior agreement with us, known as 'Keeping-in-Touch Days' or 'KIT Days'. You are under no obligation to do this. Attending work on this basis will not end your maternity leave or your entitlement to maternity pay.

32. A day for the purpose of KIT Days does not necessarily mean a full or standard work shift of normal duration but can be any length of time (e.g. a half-day or a partial day).

33. You will be paid at your normal basic rate of pay for time spent working on a KIT Day and this will be inclusive of any maternity pay entitlement.

34. We affirm that we will not force any employee to use any KIT Days. An employee may freely and without penalty turn down any request we may make for them to attend the workplace for a KIT Day. Similarly, we may also freely reject any request that an employee makes to use a KIT Day.

35. If you would like to discuss this option further, you should speak with your line manager or the HR Department.

## **Expected Return Date**

36. As noted above, we will confirm to you the date on which you are expected to return to work after maternity leave within 28 days of your notifying your pregnancy and leave start date to us. If your maternity leave start date changes for any reason then we will confirm the revised return to work date to you within 28 days of the start of your maternity leave.

37. If you plan to come back to work on the return date that we have notified to you then you are not obliged to do anything further, although we would be grateful if you would help us plan ahead by confirming during your leave that you will return as expected.

38. If you wish to return to work earlier than the date that we have notified to you then you will need to give us at least 8 weeks' prior notice of the new date and we request that you do this in writing. If you don't give us 8 weeks' notice then we may postpone your return until the sooner of 8 weeks from the date of your notice or the date that you were originally expected to return.

39. If you wish to return later than the date we have notified to you then you should either:

- a. request parental leave by giving us at least 21 days' notice; or
- b. request to take holiday in accordance with your contract.

40. If sickness absence prevents you from returning on the planned date then the normal rules relating to sickness absence will apply.

41. In any other case, late return will be treated as unauthorised absence.

42. If you decide not to return to work at all then you must give notice of resignation in accordance with your contract of employment. If your maternity leave is due to end during the currency of your notice period then you may be required to return to work until your notice period expires.

## **When You Return to Work**

43. In general, you will return to work in the same job and on the same terms as if you had not been absent. However, in some cases where you have taken more than 6 months' leave or any period of parental leave in conjunction with your maternity leave then we may offer you another suitable role, on terms and conditions that are not less favourable than those that applied before your leave.

44. If you wish to change your working patterns when you return to work then you should make a request for flexible working in line with set procedures that are set out in our Flexible Working Policy contained within this Staff Handbook. Flexible working requests take time to deal with so it's important that you make your request as soon as possible, otherwise, you may have to return to work on the basis of your prior working patterns until the process of dealing with the request has finished.

## **Rights to Leave on Adoption**

45. Certain employees can take adoption leave, paternity leave or shared parental leave in relation to the adoption of a child. Further details are available from the HR Department.

## b. Paternity Policy

### Statement and Purpose of Policy

1. GO LEAN Ltd (the **Employer, we, our** or **us**) recognises and respects the rights of parents to take time away from work in connection with childbirth. No one will be subjected to a detriment for exercising their right to take paternity leave in accordance with this policy or for seeking to do so.
2. The purpose of this policy is to ensure that staff and managers are clear about entitlements to paternity leave, the process that should be followed for arranging leave and the terms that apply during and after paternity leave.
3. This policy is intended to summarise your statutory rights. If there is a contradiction between this policy and the statutory paternity leave entitlements that apply at any time, this policy shall be deemed to be amended, as necessary, to comply with legislative requirements.
4. This is a statement of policy only and does not form part of your contract of employment. We may amend this policy at any time, at our absolute discretion.

### Definitions

5. In this policy we will use the following definitions:
  - a. **Expected Week of Childbirth:** the week, starting on a Sunday, in which your doctor or midwife expects your spouse, civil partner or Partner to give birth.
  - b. **Partner:** someone (whether of a different sex or the same sex) with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle.
  - c. **Qualifying Week:** the 15th week before the Expected Week of Childbirth.

### What is Paternity Leave and Who is Eligible to Take it?

6. Paternity leave is the right for qualifying employees to take up to 2 weeks' paternity leave, in connection with the birth of their child or a child for whom they have responsibility.
7. Paternity leave is available to qualifying employees, for the purpose of caring for a child or supporting the child's other parent, in the following cases:
  - a. On the birth of a child, where either:
    - i. you are the biological father and expect to have some responsibility for the child's upbringing; or
    - ii. you are the mother's Partner and you expect to have main responsibility with the mother for the child's upbringing.
  - b. On the birth of a child to a surrogate mother where you are, or your Partner is, one of the child's biological parents, and you expect to obtain a parental order giving you and your Partner responsibility for the child.
  - c. Where an adoption agency places a child with you and/or your Partner for adoption and you expect to have main responsibility (with your Partner) for the child's upbringing.
  - d. Where a local authority places a child with you and/or your Partner under a fostering for adoption arrangement and you expect to have main responsibility (with your Partner) for the child's upbringing.
8. To qualify for paternity leave you must have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth or the week in which you or your Partner are notified by the adoption agency or local authority that you/they have been matched with a child.
9. You may also be eligible to take shared parental leave. For details about shared parental leave, contact your line manager or the HR Department.

### Timing and Length of Paternity Leave

10. For paternity leave taken in relation to a child whose Expected Week of Childbirth starts on or before 6 April 2024 (or, in adoption cases, where the expected date of placement is before 6 April 2024):
  - a. Paternity leave may be taken as either:
    - i. a single 1 week block of leave; or
    - ii. a single 2 week block of leave (i.e. for 2 consecutive weeks).
  - b. Paternity leave can start on the date of the child's birth or adoption placement or a later date of your choosing. However, it must end within 56 days (i.e. 8 weeks) of birth or placement, or, if the child was born before the Expected Week of Childbirth, within 56 days of the first day of the Expected Week of Childbirth.

11. For paternity leave taken relation to a child whose Expected Week of Childbirth starts after 6 April 2024 (or, in adoption cases, where the expected date of placement is on or after 6 April 2024):

- a. Paternity leave may be taken as either:
  - i. a single 1 week block of leave;
  - ii. a single 2 week week block of leave (i.e. for 2 consecutive weeks); or
  - iii. 2 non-consecutive blocks of 1 week's leave.
- b. Paternity leave can start on the date of the child's birth or adoption placement or a later date of your choosing. However, it must end within 52 weeks of birth or placement, or, if the child was born before the Expected Week of Childbirth, within 52 weeks of the first day of the Expected Week of Childbirth.

## **Giving Notice of Your Intention to Take Paternity Leave**

12. To take paternity leave you must give us written notice by the end of the 15th week before the Expected Week of Childbirth or no more than 7 days after you and/or your Partner were notified of having been matched with the child, or if not reasonably practicable, as soon as you reasonably can, stating:

- a. Your entitlement to take paternity leave.
- b. The Expected Week of Childbirth or the date on which you and/or your Partner were notified of being matched with the child and the date of placement.
- c. A written declaration that you satisfy the requirements regarding your relationship with the child or the child's mother or adopter, and regarding responsibility for the child's upbringing.
- d. For paternity leave taken in relation to a child whose Expected Week of Childbirth starts on or before 6 April 2024 (or, in adoption cases, where the expected date of placement is before 6 April 2024), you should also state:
  - i. the date you would like your leave to start (which may be a specified date after the start of the Expected Week of Childbirth, the actual date of birth or a specified number of days after birth); and
  - ii. whether you intend to take 1 week or 2 weeks of leave.
- e. For paternity leave taken in relation to a child that you are adopting:
  - i. the date you would like the relevant period of leave to start; and
  - ii. whether you intend to take 1 week or 2 weeks of leave in this instance.

13. For paternity leave taken in relation to a child (excluding children by adoption) whose Expected Week of Childbirth starts after 6 April 2024 you must also provide notice at least 28 days before the date you intend to begin a period of paternity leave stating:

- a. the date you would like your leave to start (which may be a specified date after the start of the Expected Week of Childbirth, the first day of the Expected Week of Childbirth, or another predetermined date); and
- b. whether you intend to take 1 week or 2 weeks' leave in this instance.

14. We may require a signed declaration from you that you are taking paternity leave to care for the child or to support the child's other parent or adopter in caring for the child.

## **Changing The Dates of Paternity Leave or Cancelling Paternity Leave**

15. You may vary the start date of your paternity leave if you give notice as follows:

- a. In relation to a birth:
  - i. 28 days before the day that you originally stated you would begin your leave; or,
  - ii. if earlier, 28 days before:
    1. the first day of the Expected Week of Childbirth if you wish to start your leave on the day of the child's birth;
    2. a date falling a specified number of days after the first day of the Expected Week of Childbirth if you wish to start your leave on that date; or
    3. another predetermined date if you wish to start your leave on that date.
- b. In relation to an adoption:
  - i. 28 days before the day that you originally stated you would begin your leave; or
  - ii. if earlier, 28 days before:
    1. the date on which it's expected the child will be placed with the adopter if you wish to start your leave on the date of placement;
    2. a date falling a specified number of days after the date of placement if you wish to start your leave on that date; or
    3. another predetermined date if you wish to start your leave on that date.

16. If you are unable to give us 28 days' written notice as set out above, you should provide notice as soon as you can.

17. Notice should be given to your line manager or the HR Department.

## **Statutory Paternity Pay**

18. To qualify for Statutory Paternity Pay (SPP), you must meet the statutory criteria for SPP. Primarily, you must:

- a. earn more than the lower earnings limit set by the Government, which is worked out as an average over the 8-week period before Expected Week of Childbirth or the week of notification of adoption; and
- b. have worked for us continuously for 26 weeks before the 15th week before the Expected Week of Childbirth or the week the adopter is notified of being matched with the child.

19. SPP is paid at a prescribed rate which is set by the Government for the relevant tax year, or at 90% of your average weekly earnings calculated over the relevant period if this is lower. For details of the current prescribed rate, please contact your line manager or the HR Department.

## **During Paternity Leave**

20. While you are on paternity leave, your normal terms of employment will continue to apply except for your entitlement to pay. In particular, benefits in kind shall continue and you will continue to accrue holiday. The effect of your paternity leave on your pension arrangements depends on the type of scheme in which you are participating and the terms of your participation. For further information on this, speak to your line manager or the HR Department.

21. Although we will respect your absence during your paternity leave, we may need to make contact with you from time to time.

## **When You Return to Work**

22. In general, you will return to work in the same job and on the same terms as if you had not been absent. However, in some cases where you have taken any period of parental leave, in conjunction with your paternity leave then we may offer you another suitable role, on terms and conditions that are not less favourable than those that applied before your leave. For more information on parental leave, contact the HR Department.

23. If you wish to change your working patterns when you return to work then you should make a request for flexible working in line with set procedures that are set out in our Flexible Working Policy contained within this Staff Handbook. Flexible working requests take time to deal with so it's important that you make your request as soon as possible, otherwise, you may have to return to work on the basis of your prior working patterns until the process of dealing with the request has finished.

## **Rights to Leave on Adoption**

24. Certain employees may be entitled to take adoption leave, paternity leave and/or shared parental leave in relation to the adoption of a child and adoption leave if they are to have parental responsibility for a child under a surrogacy arrangement. Further details are available from the HR Department.

# DATA PROTECTION POLICIES

## a. Data Protection and Data Security Policy

### Statement and Purpose of Policy

1. GO LEAN Ltd (the **Employer, we, our** or **us**) is committed to ensuring that all personal data handled by us will be processed according to legally compliant standards of data protection and data security.
2. We confirm for the purposes of the data protection laws that the Employer is a **Data Controller** of the personal data we hold in connection with your employment. This means that we determine the purposes for which, and the manner in which, your personal data is processed.
3. The purpose of this policy is to help us achieve our data protection and data security aims by:
  - a. notifying our staff of the types of personal information that we may hold about them, our customers, suppliers, and other third parties and what we do with that information;
  - b. setting out the rules on data protection and the legal conditions that must be satisfied when we collect, receive, handle, process, transfer and store personal data and ensuring staff understand our rules and the legal standards; and
  - c. clarifying the responsibilities and duties of staff in respect of data protection and data security.
4. This is a statement of policy only and does not form part of your contract of employment. We may amend this policy at any time, at our absolute discretion.
5. For the purposes of this policy:
  - a. **Criminal Records Data** means information about an individual's criminal convictions and offences, and information relating to criminal allegations and proceedings.
  - b. **Data Protection Laws** mean all applicable laws relating to the processing of Personal Data, including, for the period during which it is in force, the UK General Data Protection Regulation and the Data Protection Act 2018.
  - c. **Data Subject** means the individual to whom personal data relates.
  - d. **Personal Data** means any information that relates to an individual who can be identified from that information.
  - e. **Processing** means any use that is made of data, including collecting, storing, amending, disclosing, or destroying it.
  - f. **Special Categories of Personal Data** means information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership (or non-membership), health, sex life or sexual orientation, and biometric data.

### Data Protection Principles

6. Staff whose work involves using personal data relating to staff or others (e.g. customers) must comply with this policy and with the following data protection principles which require that personal information is:
  - a. **processed lawfully, fairly, and in a transparent manner.** We must always have a lawful basis to process personal data, as set out in Data Protection Laws. Personal Data may be processed as necessary to perform a contract with the Data Subject, to comply with a legal obligation which the Data Controller is the subject of, or for the legitimate interest of the Data Controller or the party to whom the data is disclosed. The Data Subject must be told who controls the information (us), the purpose(s) for which we are processing the information, and to whom it may be disclosed;
  - b. **collected only for specified, explicit, and legitimate purposes.** Personal Data must not be collected for one purpose and then used for another. If we want to change the way we use Personal Data, we must first tell the Data Subject;
  - c. **processed only where it is adequate, relevant, and limited to what is necessary for the purposes of processing.** We will only collect Personal Data to the extent required for the specific purpose notified to the Personal Data;
  - d. **accurate and the Employer takes all reasonable steps to ensure that information that is inaccurate is rectified or deleted without delay.** Checks to personal data will be made when it is collected and regular checks must be made afterwards. We will make reasonable efforts to rectify or erase inaccurate information;
  - e. **kept only for the period necessary for processing.** Information will not be kept longer than it is needed and we will take all reasonable steps to delete information when we no longer need it. For guidance on how long particular information should be kept, contact the Data Protection Officer (DPO); and
  - f. **secure, and appropriate measures are adopted by the Employer to ensure that it is such.**

### Who is Responsible For Data Protection and Data Security?

7. Maintaining appropriate standards of data protection and data security is a collective task shared between us and you. This policy and the rules contained in it apply to all staff of the Employer, irrespective of seniority, tenure and working hours, including all employees, directors and officers, consultants and contractors, casual or agency staff, trainees, homeworkers and fixed-term staff and any volunteers (**Staff**).

8. Questions about this policy, or requests for further information, should be directed to the DPO.

9. All staff have personal responsibility to ensure compliance with this policy, to handle all Personal Data consistently with the principles set out here, and to ensure that measures are taken to protect the security of data. Managers have special responsibility for leading by example and monitoring and enforcing compliance. You must notify the DPO if this policy has not been followed, or if it is suspected this policy has not been followed, as soon as reasonably practicable.

10. Any breach of this policy will be taken seriously and may result in disciplinary action up to and including dismissal. Significant or deliberate breaches, such as accessing staff or customer personal data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to dismissal without notice.

## **What Personal Data and Activities Are Covered by This Policy?**

11. This policy covers Personal Data:

- a. which relates to a natural living individual who can be identified either from that information in isolation or by reading it together with other information we possess;
- b. which is stored electronically or on paper in a filing system;
- c. which is in the form of statements of opinion as well as facts;
- d. which relates to staff (present, past or future) or to any other individual whose personal data we handle or control; and
- e. which we obtain or which is provided to us, which we hold or store, organise, disclose or transfer, amend, retrieve, use, handle, process, transport or destroy.

12. This Personal Data is subject to the legal safeguards set out in the Data Protection Laws.

## **What Personal Data Do We Process About Staff?**

13. We may collect Personal Data about you which:

- a. You provide or we gather before or during your employment or engagement with us.
- b. Is provided by third parties, such as references or information from suppliers or another party that we do business with.
- c. Which is in the public domain.

14. The types of Personal Data that we may collect, store and use about you include records relating to your:

- a. Home address, contact details, and contact details for your next of kin.
- b. Recruitment (including your application form or curriculum vitae, references received and details of your qualifications).
- c. Pay records, national insurance number, and details of taxes and any employment benefits such as pensions and health insurance (including details of any claims made).
- d. Telephone, email, internet, fax, or instant messenger use.
- e. Performance and any disciplinary matters, grievances, complaints or concerns in which you are involved.

## **Sensitive Personal Data**

15. We may from time to time need to process sensitive personal information (i.e. 'Special Categories of Personal Data').

16. We will only process sensitive personal information if:

- a. we have a lawful basis for doing so (e.g. it is necessary for the performance of the employment contract); and
- b. one of the following special conditions for Processing personal information applies:
  - i. the Data Subject has given explicit consent;
  - ii. the Processing is necessary for the purposes of exercising the employment law rights or obligations of the Employer or the Data Subject;
  - iii. the Processing is necessary to protect the Data Subject's vital interests, and the Data Subject is physically incapable of giving consent;
  - iv. the Processing relates to Personal Data which are manifestly made public by the Data Subject;
  - v. the Processing is necessary for the establishment, exercise, or defence of legal claims; or
  - vi. the Processing is necessary for reasons of substantial public interest.

17. Before processing any sensitive personal information, staff must notify the DPO of the proposed Processing, in order for the the DPO to assess whether the Processing complies with the criteria noted above.

18. Sensitive personal information will not be processed until the assessment above has taken place and the individual has been properly informed of the nature of the processing, the purposes for which it is being carried out, and the legal basis for it.

19. Information on the types of sensitive personal data we process, what it's used for, and the lawful basis for this processing can be obtained from the DPO.

## **Criminal Records Information**

20. Criminal records information will be processed in accordance with the Employer's criminal records information policies and procedures.

## **How We Use Your Personal Data**

21. We will tell you the reasons for Processing your Personal Data, how we use such information, and the legal basis for Processing in the Employer's Employee Privacy Notice. We will not process staff personal information for any other reason.

22. In general, we will use information to carry out our business, to administer your employment or engagement, and to deal with any problems or concerns you may have. This use of information includes, but not limited to:

- a. Staff address lists: to compile and circulate lists of home address and contact details, to enable us to contact you outside working hours.
- b. Sickness records: we will maintain a record of your sickness absence and copies of any doctors' notes or other documents supplied to us in connection with your health, in order to:
  - i. inform your colleagues and others that you are absent through sickness, as reasonably necessary to manage your absence;
  - ii. deal with unacceptably high or suspicious sickness absence;
  - iii. inform reviewers for appraisal purposes of your sickness absence level; or
  - iv. publish internally aggregated, anonymous details of sickness absence levels.
- c. Monitoring IT systems: to monitor your use of emails, internet, telephone and fax, computer or other communications or IT resources.
- d. Disciplinary, grievance or legal matters: in connection with any disciplinary, grievance, legal, regulatory, or compliance matters or proceedings that may involve you.
- e. Equal Opportunities Monitoring: to conduct monitoring for equal opportunities purposes and to publish anonymised, aggregated information about the breakdown of the Employer's workforce.
- f. Performance Reviews: to carry out performance reviews.

## **Accuracy and Relevance**

23. We will:

- a. ensure that any Personal Data processed is up to date, accurate, adequate, relevant, and not excessive, given the purpose for which it was collected; and
- b. not Process personal data obtained for one purpose for any other purpose, unless you agree to this or reasonably expect this.

24. If you consider that any information held about you is inaccurate or out of date, then you should tell the DPO. If they agree that the information is inaccurate or out of date, then they will correct it promptly. If they do not agree with the correction, then they will note your comments.

## **Storage and Retention**

25. Personal Data (and sensitive personal information) will be kept securely in accordance with the Employer's data retention practices and procedures.

26. The periods for which we hold Personal Data are contained in the Employer's.

## **Individual Rights**

27. You have the following rights in relation to your Personal Data:

28. Subject access requests:

- a. You have the right to make a subject access request. If you make a subject access request, we will tell you:
  - i. whether or not your Personal Data is processed and if so why, the categories of personal data concerned, and the source of the data if it is not collected from you;
  - ii. to whom your Personal Data is or may be disclosed, including to recipients outside of the UK or European Economic Area (EEA) and the safeguards that are used for such transfers;

- iii. for how long your Personal Data is stored (or how that period is to be decided);
  - iv. your rights of rectification or erasure of data, or to restrict or object to Processing;
  - v. your right to complain to the [Information Commissioner's Office \(ICO\)](http://www.ico.org.uk/make-a-complaint/) (at [www.ico.org.uk/make-a-complaint/](http://www.ico.org.uk/make-a-complaint/)) if you think we have failed to comply with your data protection rights; and
  - vi. whether or not we carry out automated decision-making and the logic involved in any such decision making.
- b. We will provide you with a copy of the Personal Data undergoing Processing. This will normally be in electronic form if you have made a request electronically, unless you agree otherwise.
- c. To make a subject access request, email [info@igo-lean.com](mailto:info@igo-lean.com).
- d. We may need to ask for proof of identification before your request can be processed. We will let you know if we need to verify your identity and the documents we require.
- e. We will normally respond to your request within 28 days from the date your request is received. In some cases, e.g. where there is a large amount of Personal Data being processed, we may respond within 3 months of the date your request is received. We will write to you within 28 days of receiving your original request if this is the case.
- f. If your request is manifestly unfounded or excessive we are not obliged to comply with it.
29. Other rights:
- a. You have a number of other rights in relation to your Personal Data. You can require us to:
    - i. Rectify inaccurate data.
    - ii. Stop Processing or erase data that is no longer necessary for the purposes of Processing.
    - iii. Stop Processing or erase data if your interests override our legitimate grounds for Processing the data (where we rely on our legitimate interests as a reason for Processing data).
    - iv. Stop Processing data for a period if data is inaccurate or if there is a dispute about whether or not your interests override the Employer's legitimate grounds for Processing the data.
  - b. To request that we take any of these steps, please send the request to [info@igo-lean.com](mailto:info@igo-lean.com).

## Data Security

30. We will use appropriate technical and organisational measures to keep Personal Data secure and, in particular, to protect against unauthorised or unlawful Processing and against accidental loss, destruction or damage.
31. Maintaining data security means making sure that:
- a. only people who are authorised to use the information can access it;
  - b. Personal Data is, where possible, pseudonymised or encrypted;
  - c. information is accurate and suitable for the purpose for which it is processed; and
  - d. authorised persons can access information if they need it for authorised purposes.
32. By law, we must use procedures and technology to secure personal information throughout the period that we hold or control it (i.e. from obtaining to destroying the information).
33. Personal information must not be transferred to any person to Process (e.g. while performing services for us on or our behalf), unless that person has either agreed to comply with our data security procedures or we are satisfied that other adequate measures exist.
34. Security procedures include:
- a. Any desk or cupboard containing confidential information must be kept locked.
  - b. Computers should be locked with a strong password that is changed regularly or should be shut down when they are left unattended and discretion should be used when viewing personal information on a monitor to ensure that it is not visible to others.
  - c. Data stored on CDs, memory sticks, or similar must be encrypted or password protected and the media must be locked away securely when they are not being used.
  - d. Use of any cloud service to store data must be approved first by the DPO.
  - e. Data should never be saved directly to mobile devices such as laptops, tablets or smartphones.
  - f. All servers containing Sensitive Personal Data must be approved and protected by security software.
  - g. Servers containing Personal Data must be kept in a secure location, away from general office space.
  - h. Data should be regularly backed up in line with the Employer's back-up procedure.
35. Staff must abide by telephone precautions. Particular care must be taken by staff who deal with telephone enquiries to avoid inappropriate disclosures. In particular:
- a. The identity of any telephone caller must be verified before any personal information is disclosed.

- b. If the caller's identity cannot be verified satisfactorily then they should be asked to put their query in writing.
  - c. Callers must not be allowed to bully you into disclosing information. In case of any problems or uncertainty, contact the DPO.
36. Correct methods of disposal must be adhered to.
- a. Copies of personal information, whether on paper or on any physical storage device, must be physically destroyed when they are no longer needed. Paper documents should be shredded and data on CDs or memory sticks or similar must be rendered permanently unreadable.

## **Data Protection Impact Assessments**

37. Some of the Processing that the Employer carries out may result in risks to privacy.
38. Where Processing would result in a high risk to staff rights and freedoms, the Employer will carry out a data protection impact assessment to determine the necessity and proportionality of Processing. This will include considering the purposes for which the activity is carried out, the risks for individuals, and the measures that can be put in place to mitigate those risks.

## **Data Breaches**

39. If we discover that there has been a breach of staff personal data that poses a risk to the rights and freedoms of individuals, we will report it to the ICO within 72 hours of discovery.
40. We will record all data breaches regardless of their effect in accordance with our our practices and procedures on data breaches. Contact the DPO for more information.
41. If the breach is likely to result in a high risk to individuals' rights and freedoms, we will tell affected individuals that there has been a breach and provide them with more information about its likely consequences and the mitigation measures that have been taken.

## **International Data Transfers**

42. In the course of carrying out our business, we may need to transfer your Personal Data to a country outside the UK and European Economic Area (EEA) including to any group company or to another person with whom we have a business relationship.
43. Your Personal Data will only be transferred to a country outside of the UK or EEA if there are adequate protections in place. To ensure that your personal data receives an adequate level of protection, we have put in place appropriate procedures with the third parties we share your personal data with to ensure your personal data is treated by those third parties in a way that is consistent with and which respects Data Protection Laws.
44. If you wish to know more about international transfers of your personal data, you may contact the DPO.

## **Individual Responsibilities**

45. Staff are responsible for helping the Employer keep their Personal Data up to date.
46. Staff should let the Employer know if Personal Data provided to the Employer changes, e.g. if you move house or change your bank details.
47. You may have access to the Personal Data of other staff members and of our customers in the course of your employment. Where this is the case, the Employer relies on staff members to help meet its data protection obligations to staff and to customers.
48. Individuals who have access to Personal Data are required:
- a. To access only personal data that they have authority to access and only for authorised purposes.
  - b. Not to disclose Personal Data except to individuals (whether inside or outside of the Employer) who have appropriate authorisation.
  - c. To keep Personal Data secure (e.g. by complying with rules on access to premises, computer access ( including password protection, and secure file storage and destruction).
  - d. Not to remove Personal Data, or devices containing or that can be used to access Personal Data, from the Employer's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device.
  - e. Not to store Personal Data on local drives or on personal devices that are used for work purposes.

## **Training**

49. We will provide training to all individuals about their data protection responsibilities as part of their induction process and at appropriate and regular intervals thereafter.

50. Individuals whose roles require regular access to Personal Data, or who are responsible for implementing this policy or responding to subject access requests under this policy, will receive additional training to help them understand their duties and how to comply with them.

# ABSENCE MANAGEMENT POLICIES

## a. Bereavement Policy

### Statement and Purpose of Policy

1. GO LEAN Ltd (the **Employer, we, our** or **us**) acknowledges the personal nature of bereavement and is committed to supporting employees in practical and reasonable ways.
2. Bereavement or compassionate leave is leave that allows an employee time off to deal with their personal distress and related practical arrangements, primarily, but not limited to, when a member of their family dies.
3. This policy shows the minimum leave employees are entitled to in different circumstances.
4. We further acknowledge that:
  - a. not all employees may require the full leave allowance; and
  - b. some employees may need additional time, depending on their relationship with the person who has died and the circumstances of the death.
5. We will take each situation on a case-by-case basis and will discuss any particular circumstances with employees individually.
6. We may amend this policy at any time, at our absolute discretion.

### Leave Entitlements

7. If employees need to take bereavement leave, they should speak to their line manager or the HR Department as soon as possible or, at the latest, on the first day of absence.

#### *Paid Leave*

8. In the event of the death of an immediate relative, employees will be entitled to 2 working days' paid leave. An immediate relative includes a:
  - a. spouse, civil partner or partner (partners include anyone the employee is cohabiting with but not married to and include same-sex partners);
  - b. child (including any children the employee has adopted, is the legal guardian or carer of);
  - c. parent or step-parent;
  - d. sibling; or
  - e. person with whom the employee is in a relationship of domestic dependency.
9. Employees will be entitled to 1 working day's paid leave in the event of the death of a:
  - a. grandparent;
  - b. grandchild;
  - c. aunt or uncle;
  - d. mother- or father-in-law; or
  - e. daughter- or son-in-law.
10. In certain circumstances, employees may be granted up to 1 paid working day's leave in the event of the death of someone outside of their family. These circumstances include, but are not limited to situations where the employee:
  - a. is responsible for making funeral arrangements; or
  - b. has to travel abroad to attend the funeral.
11. Paid compassionate leave days do not have to be taken consecutively.

#### *Unpaid Leave*

12. In the event of bereavement, employees may take up to 3 working days of unpaid leave.
13. Employees should speak to their line manager or the HR Department before taking unpaid bereavement leave.
14. In exceptional circumstances, employees may apply for paid leave after the first day of absence and line managers and the HR Department will exercise discretion in such exceptional circumstances.

## *Other Kinds of Leave*

15. Employees may also be eligible for other types of leave associated with bereavement. If an employee intends to take multiple types of leave, they should discuss the management of this with their line manager or the HR Department. Other types of leave include:

- a. Time off for dependents.
- b. Parental bereavement leave.

## **Annual Leave**

16. In the event of bereavement, employees may take unpaid leave or annual leave at short notice, to supplement their paid bereavement leave.

17. Employees should speak to their line manager or the HR Department about taking such supplementary annual leave.

18. In the event of a family bereavement while on annual leave, employees can change their annual leave into bereavement leave and take their annual leave at a later date.

## **Returning to Work After a Bereavement**

19. We acknowledge that, in certain circumstances following the death of a relative, a full return to work may not be immediately possible (e.g. because the employee's grief may impact their ability to perform their duties or new childcare arrangements need to be made). In such circumstances, employees can, where practicable, have a phased return to work, including:

- a. Returning to work on a reduced hours basis.
- b. Working remotely.

20. Any arrangements for a phased return to work will need to be agreed in advance with the employee's line manager or the HR Department and will be subject to an agreed maximum number of days. Arrangements should be made in accordance with our Flexible Working Policy, contained within this Staff Handbook.

## **Support for Employees**

21. If an employee has any concerns about how their grieving process is impacting their work performance, they should speak to their line manager or the HR Department. This will help ensure that any necessary reasonable adjustments can be discussed and put in place so that the employee is supported in their return to work.

## **Health and Safety**

22. Our workplace health and safety assessment considers the impact of bereavement on employees, their duties and responsibilities, and the context in which they work (e.g. if they operate heavy machinery or equipment).

23. Employees who are concerned about their ability to safely carry out all their duties after a bereavement should speak to their line manager.

24. We reserve the right to request that an employee meet with their GP before fully returning to work and resuming their previous duties.

## **Culture and Diversity**

25. We acknowledge and recognise that different cultures respond differently to death. Line managers or the HR Department will check if an employee observes any particular religious or cultural practices and will make special arrangements if employees require time off work in such cases.

26. Employees should make their line manager or the HR Department aware of any religious or cultural practices that may require special arrangements as soon as possible.

27. If line managers or the HR Department are unsure how to respond to a bereaved employee from a different cultural background they should ask the employee or someone from their cultural group about what is appropriate.

# MANAGEMENT POLICIES

## a. Grievance Procedure

### Statement and Purpose of Policy

1. GO LEAN Ltd (the **Employer, we, our** or **us**) is committed to dealing with employee grievances fairly, consistently and without unreasonable delay. This policy sets out the way in which an employee should make any complaints they have about work-related matters and the way in which we will deal with these complaints.
2. This is a non-contractual policy and procedure and can be changed by us at any time. If you have any queries about this policy and procedure, contact their line manager or the HR Department

### Primary Principles

3. Grievances will be dealt with confidentially so far as is reasonably possible and employees must keep information learnt during this process confidential.
4. The purpose of a grievance or appeal meeting is for the employee to explain their grievance and how they think that it should be resolved using evidence available to make representations, allowing us to come to a decision. Employees will not be subjected to a detriment for raising a grievance in good faith, even if the grievance is not upheld. However, the employee should not use this policy to dispute a disciplinary or dismissal decision. The correct policy for this can be obtained from your line manager the HR Department. Also, if an employee deliberately gives false information, is dishonest or makes a false complaint during the grievance process, this may lead to disciplinary action by us.
5. Employees will not normally be suspended during the grievance process, but we reserve the right to suspend if, at our discretion, we decide that this is helpful and reasonable. For more information on suspensions, see the Employer's Disciplinary Procedure contained within this Staff Handbook.
6. The employee has the right to appeal any decision made about a grievance as set out in the appeals section of this policy and procedure.
7. The Employer processes personal data collected during informal discussions and the formal grievance procedure in accordance with the Data Protection and Data Security Policy contained within this Staff Handbook. In particular, data collected as part of informal discussions and the grievance procedure is held securely and accessed by, and disclosed to, individuals only for the purposes of responding to the grievance or conducting the grievance procedure. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with our Data Protection and Data Security Policy immediately. It may also constitute a disciplinary offence, which will be dealt with under our Disciplinary Procedure.

### Informal Discussion

8. The Employer promotes communication between employees and so, wherever possible, the employee should try to resolve any grievance at work by firstly talking about it informally with their manager to try and agree on a solution. If the grievance is too serious, or if the employee or we think it is not appropriate in the circumstances to deal with the grievance informally, or if discussing the grievance informally does not work, the employee's grievance will be dealt with formally.
9. If we think that an investigatory interview would be helpful at any stage during the grievance process before a formal meeting is held or continued, we may take statements from the employee or witnesses or review documents at our sole discretion. No decision will be taken until after a grievance hearing has been held. An employee does not normally have the right to bring a companion to an investigatory interview. However, we may allow the employee to bring a companion at our absolute discretion.

### Formal Procedure

10. **Stage 1 - Statement of Grievance**
  - a. To raise the matter formally the employee should write to their immediate supervisor setting out the facts of the grievance, avoiding insulting or abusive language and trying to give specific examples of the complaint, copies of documents, names of witnesses, and dates where possible.
  - b. Where an employee's grievance is against their immediate supervisor, the employee should write to the general manager or the HR Department or a manager who is not the subject of the grievance.
11. **Stage 2 - Grievance Meeting**
  - a. Within 5 working days, the employee's manager will respond, in writing, to the employee's written grievance, inviting the employee to attend a meeting where the alleged grievance can be discussed.

- b. The employee's manager will usually hold the meeting (unless they are the subject of the grievance or it is not reasonably practicable for the employee's manager to hold the meeting).
- c. 5 working days' notice of the meeting will usually be provided to the employee and they will be informed of their right to be accompanied by a companion.
- d. The employee's choice of companion will be agreed to if the companion is either a colleague, a trade union official or a trade union representative (which if not an employed official, must be certified by their union as competent to accompany a worker) and under the circumstances, the employee has made a reasonable request to be accompanied. The employee should advise us of the identity of the companion (or any change in their choice of companion) and whether they will require any special adjustments to be made for their or their companion's attendance, at least 24 hours before the start of the meeting.
- e. We encourage employees to bring their choice of colleague, trade union representative or trade union official to formal meetings under this procedure, but the employee should bear in mind how practical it is for their choice of companion to attend and consider if there is a suitable and available individual who is geographically close to where the meeting is to be held, rather than first considering an individual geographically based further away.
- f. The role of the companion in a formal meeting is to make notes, confer with the employee and if the employee requests it, to address the hearing to state the employee's case and respond to any views expressed at the meeting. The companion does not have the right to answer questions or address the hearing if the employee does not request this and must not prevent us from explaining our case.
- g. If an employee or their companion is unable to attend the meeting at the time, date and place specified by us, they must notify the chair of the meeting as soon as possible in writing. Except in the case of an emergency, this should be at least 24 hours before the start of the meeting and the employee should advise of a time when they and their choice of companion will be available within 5 working days of the original proposed meeting and provided this is reasonable, the new meeting time will be agreed.
- h. Employees must make every effort to attend any scheduled meeting under this procedure. If you are unable to attend more than 2 scheduled meetings, we reserve the right to make a decision about your grievance using available evidence but in your absence.
- i. If we or the employee will be referring to any documentation during the formal meeting, this should be sent to the other party at least 24 hours before the start of the meeting, so that they have a reasonable chance to prepare.
- j. We may at our absolute discretion adjourn a meeting to carry out further investigations, after which the meeting will usually reconvene.
- k. After the meeting, the manager will give the employee a decision in writing, normally within 24 hours.

## 12. Stage 3 - Appeal

- a. If the employee is unhappy with our decision and they wish to appeal, they should write to a more senior manager than their immediate supervisor within 5 working days of the date of the decision, saying that they disagree with the decision and giving their reason(s) why and providing any new evidence they seek to rely on.
- b. The employee will be invited to an appeal meeting, normally within 10 working days of us receiving the employee's letter of appeal. The employee's appeal will be heard by an impartial manager or if necessary an independent HR advisor who has not been part of the process up until the appeal stage. The employee's appeal will either be a review of the grievance decision made or a complete rehearing, at our discretion. The right to be accompanied to the appeal meeting is the same as set out in (e)-(g) in Stage 2 above.
- c. After the meeting, the employee will be given a decision, normally within 24 hours. Our decision is final and there is no further right to appeal.

## **b. Flexible Working Policy**

### **Statement and Purpose of Policy**

1. GO LEAN Ltd (the **Employer, we, our** or **us**) is committed to an equal opportunities workplace and recognises the importance of supporting our employees in maintaining a healthy balance between work and their outside lives.
2. The purpose of this policy is to help us achieve our equal opportunities and work-life balance aims by ensuring that:
  - a. qualifying staff have a structured opportunity to formally request a change to their working pattern and are clear about how to make such a request; and
  - b. managers are clear about the process that should be followed if they receive a request for flexible working and the terms that apply to flexible working arrangements. Managers have a specific responsibility to support colleagues and to ensure that this policy is a success by trying to accommodate flexible working requests where operationally possible.
3. Employees who do not meet the qualifying criteria to request flexible working through the formal process may still make an informal request.
4. This is a statement of policy only and does not form part of your contract of employment. We may amend this policy at any time, at our absolute discretion.
5. This policy is intended to summarise your statutory rights (save for the section entitled 'Making an informal flexible working request' below) If there is a contradiction between this policy and the statutory flexible working request arrangements that apply at any time, this policy shall be deemed to be amended, as necessary, to comply with legislative requirements.
6. No one will be subjected to a detriment for exercising their right to request flexible working in accordance with this policy.

### **What is Flexible Working?**

7. Flexible working means any change to normal working arrangements, including:
  - a. working fewer or different hours;
  - b. working fewer days; and/or
  - c. working from a different place.
8. Examples of flexible working arrangements include compressed hours, annualised hours, staggered hours, term-time working, job-sharing, flexi-time working, and working from home.

### **Who Can Make a Formal Request For Flexible Working?**

9. To be eligible to make a formal request for flexible working you must:
  - a. be an employee (not a contractor or consultant);
  - b. not already have a flexible working request outstanding with the Employer (e.g. under consideration or subject to appeal);
  - c. not have already made 2 formal flexible working requests in the previous 12 months.
10. You may, if you meet the eligibility criteria above, be eligible to make a flexible working request from your first day of employment with the Employer.
11. If your request for flexible working is accepted then this results in a permanent change to your employment contract. If you don't want to permanently change your employment contract then you can follow the informal process instead.

### **Formal Flexible Working Request Process**

12. We encourage you to first have an informal discussion about your intention to make a request with Line Manager, to discuss eligibility and different ways to achieve your objective. This often helps both sides identify a proposal that can be accepted.
13. To start the formal process, you should submit a written and dated application to Line Manager. This should ideally be submitted at least 2 months before you wish the changes to take effect and should include:
  - a. A clear indication that it is a formal flexible working request that you are making.
  - b. Confirmation that you meet the eligibility requirements explained above.
  - c. As much information as possible about your current and desired working arrangements.
  - d. The date when you want the new arrangement to take effect.
  - e. The date of any previous formal request for flexible working you have made.

14. Employees may make a request to work flexibly for any reason and, in general, you are not obliged to tell us why you wish to do so. However, if you are making your request to accommodate a disability or if you think that our Equal Opportunities Policy may be relevant for any other reason then you should tell us this, to ensure that your request is considered according to your legal rights. Our Equal Opportunities Policy is contained within this Staff Handbook.

## **Meetings or Discussions**

15. In most cases, we will arrange to discuss your application with you as soon as possible after receiving it. If there is going to be a delay before the discussion for some reason then we will let you know. In some cases, we may decide not to hold a meeting at all. For example, if we can agree to your request without any further discussion. We will always arrange a meeting before refusing a request to, for example, discuss an amended version of your request that would be more practicable.

16. As well as the person who is considering your application, Line Manager will be present. You may also have a companion present during the discussion.

17. The discussion may take the form of a meeting but, if both you and we agree, it may alternatively be conducted by phone or videolink or some other method. We will try to arrange the discussion at a place and time convenient to you.

18. During the discussion, we will talk about and consider your request. We may discuss the potential impacts of the requested changes on your work and your colleagues and how these impacts may be managed. If you wish to, you can explain the reason why you are making the request, but this is not compulsory. If it appears that we cannot accommodate your original request we will also discuss alternative options.

19. Managers with responsibility to decide flexible working requests are encouraged to facilitate requests unless business or operational factors prevent acceptance and may at their discretion offer you a trial period of the proposed working arrangements to see if these meet your needs and work for the business.

## **Formal Flexible Working Request Decisions**

20. After the discussion (or if we decide that a discussion is not necessary), we will write to you to confirm our decision on your request as soon as possible and always within 2 months following your request being made minus a reasonable period of time to allow you to, if you wish, appeal our decision within that 2 months (unless an extension is agreed as set out in the section headed 'Timing', below). We will keep you informed as to any likely delay.

21. If we agree to your request or propose an alternative arrangement or trial period then the letter will explain the new or proposed arrangements and the resulting changes to your employment contract and start date for the new arrangements. We will ask you to sign the letter confirming your agreement to the change of your contractual terms, which will be kept on your personnel file as a record of the permanent change to your terms. You will not be able to make another formal flexible working request if you have now already made 2 such requests within the 12 months preceding the date on which you wish to make a request.

22. If business and operational requirements mean that we are not able to agree to your request then we will confirm this in writing, explaining the business reason for the refusal and how it applies to your case, and explaining how you can appeal our decision.

23. We may only reject your request because of one or more of the following reasons:

- a. the burden of additional costs;
- b. a detrimental effect on our ability to meet customer demand;
- c. an inability to reorganise work among existing staff;
- d. an inability to recruit additional staff;
- e. a detrimental impact on quality of work;
- f. a detrimental impact on performance of work;
- g. insufficiency of work during the periods that you propose to work; or
- h. planned structural changes to our business that would be incompatible with your request.

## **Appeals Against Decisions on Formal Requests**

24. If we reject your request you can appeal our decision by sending your written and dated grounds of appeal to Line Manager. Please submit your appeal within 14 days of receiving our written decision.

25. We will then arrange for a further discussion with you about your appeal. We will try to make sure the arrangements for the discussion are convenient for everyone and will conduct the appeal in a reasonable way. You may bring a companion to the appeal discussion, as for the first discussion. The manager hearing the appeal will be independent and not have been involved with your flexible working request until the appeal stage and, where possible, will be more senior than the manager who made the initial decision.

26. We will write to you to inform you as soon as practicable of the outcome of your appeal, and will always inform you of a decision on an appeal within the 2 months following the relevant request being made (unless an extension is agreed as set out in the section headed 'Timing', below).

27. If your appeal is upheld (i.e. successful), and we agree to your request or propose an alternative arrangement or trial period, then the letter will explain the new or proposed arrangements and the resulting changes to your employment contract and start date for the new arrangements. We will ask you to sign the letter confirming your agreement to the change of your contractual terms. You will not be able to make another formal flexible working request if you have now already made 2 such requests within the 12 months preceding the date on which you wish to make a request.

28. If your appeal is rejected we will confirm this in writing, explaining the business reason for the decision and how it applies to your case. You will not be able to make another formal flexible working request if you have now already made 2 such requests within the 12 months preceding the date on which you wish to make a request.

## **Timing**

29. We will try to complete the whole process from receiving your request for flexible working to completing any appeal within 2 months.

30. If it is not possible for us to do this we will ask you to agree in writing to an extension of time (particularly if you lodge an appeal and there is not much time for us to consider it before the end of the 2-month period). We will try to keep you informed about the progress of your application and any likely delays.

## **Companions**

31. You may have a companion present at the first meeting or discussion concerning your formal request and at any appeal meeting or discussion. The companion must be a colleague or Trade Union Representative and may speak during the discussion to put forward your case but may not answer questions on your behalf. You can confer privately with your companion during the meeting or discussion.

32. We may allow you to bring a different companion with you if this will help you overcome a disability or will alleviate any communication barrier, at our absolute discretion.

## **Withdrawal of a Formal Flexible Working Application**

33. If you notify us after making a formal flexible working request but before a decision is made that you wish to withdraw the request, this request will be counted as one of the 2 formal flexible working requests that you're entitled to make within a 12-month period. You will not be eligible to make another request during any 12-month period for which you have exceeded this limit. If you fail twice to attend any meeting or discussion scheduled under this process, without reasonable cause, then we may treat your request as withdrawn and will confirm this to you in writing.

## **Making an Informal Flexible Working Request**

34. If you are ineligible to request flexible working under the formal process or for some other reason you wish to make an informal request then you should contact Line Manager who will consider our operational requirements and see whether your request can be granted.

35. It will help us to deal with your request if you set out your request in writing, explaining as much as you can about:

- a. the change you would like to make and why;
- b. when you would like it to start and whether you would like it to be temporary or permanent; and
- c. what the impact on the business is likely to be and how the consequences of the change on our business and your colleagues can be managed.

36. We will designate someone to consider your request and will confirm to you if we would like to arrange a meeting or discussion with you before reaching our decision.

## **Data Protection**

37. We process personal data collected when managing flexible working requests in accordance with our Data Protection and Data Security Policy, contained within this Staff Handbook.

38. In particular, data collected as part of managing employees' flexible working requests is held securely and accessed by, and disclosed to, individuals only for the purposes of responding to flexible working requests and managing flexible working arrangements.

39. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with our Data Protection and Data Security Policy immediately. It may also constitute a disciplinary offence, which will be dealt with under our Disciplinary Procedure, contained within this Staff Handbook.

## **c. Working From Home Policy**

### **Statement and Purpose of Policy**

1. GO LEAN Ltd (the Employer, we, our or us) supports working from home for all staff and will agree to an employee working from home in appropriate circumstances, occasionally (to respond to specific circumstances or to complete particular tasks).
2. In certain circumstances, occasional or permanent working from home allows the Employer to accommodate a disability and can be requested as flexible working by following our Flexible Working Policy, contained within this Staff Handbook.
3. This policy sets out how requests to work from home can be made, how such requests are dealt with, and the conditions on which working from home will be approved.
4. The Employer may amend this policy at any time, at our absolute discretion.

### **What Does This Policy Cover?**

5. This policy and the rules contained within it apply to all employees, irrespective of seniority, tenure and working hours, including all directors and officers, casual or agency staff, trainees, interns, fixed-term staff and volunteers.

### **Requests to Work From Home**

6. You can make an application to work from home as soon as you start working for us. Any such application will be considered on its merits. However, note that not all jobs or roles are suitable for working from home.
7. A request to work from home is unlikely to be approved if:
  - a. you need to be present in the office to perform your role (e.g. because it involves specialised equipment only available in the office);
  - b. you require supervision to deliver an acceptable quantity or quality of work;
  - c. your current standard of work or your performance, as indicated by your line manager or most recent performance review, is unsatisfactory; or
  - d. you have an unexpired warning relating to conduct or performance.
8. When applying to work from home, you will need to show that you can:
  - a. effectively manage your workload, meeting work deadlines;
  - b. work independently, motivating yourself and relying on your own initiative; and
  - c. adapt to new working practices when working from home, including by maintaining contact with colleagues and managers.

#### *Requests to Work From Home on an Ad-Hoc Basis*

9. Ad-hoc working from home requests should be made to your line manager. They do not need to be processed or recorded as a formal flexible working request. Ad-hoc working from home is working from home that is irregular in nature (e.g. working from home temporarily to oversee emergency repair work).
10. Where possible, ad-hoc working from home should be requested at least 1 day before the desired working from home date.

### **Response to Working From Home Application**

11. When considering your application to work from home your line manager or the HR Department may invite you to a meeting to discuss your proposal.
12. If the Employer refuses your request to work from home, you will be given a written response stating the reasons for refusal. If you are unhappy with the decision, you may appeal by following our Grievance Procedure, contained in this Staff Handbook.
13. If the Employer accepts your application to work from home, this will be recorded in writing. Any such acceptance may be subject to a trial period.
14. Any agreement regarding your working from home will include the following terms:
  - a. While working from home you will continue to be subject to the same performance measures, objectives, and processes as when you were working on the business premises.
  - b. Your line manager will continue to supervise you, taking steps to address and rectify any problems. Your line manager will also ensure that you are up to date with information relevant to your work.
  - c. You agree to attend the business premises or other reasonable locations for training courses, important meetings, or other events which you are expected to attend in person.

- d. You acknowledge that when you attend the business premises you may have to share a desk or hot desk.

## **Hours of Work**

15. While you are working from home, your normal working hours will apply. If you do not think it will be possible to work these hours, please make a flexible working request in accordance with our Flexible Working Policy.
16. Please make sure that you take adequate rest breaks throughout the day, as set out in your employment contract.
17. In the event that you need to change your hours of work (e.g. to deal with the potentially conflicting demands of work and looking after children), please discuss any changes you need to your working schedule with your line manager.

## **Communicating With Your Line Manager**

18. Make sure you keep in regular contact with your line manager and notify them if you are unsure about what you are required to do.
19. You should consider all lines of communication, including email, telephone, and video calls to ensure relationships are maintained and work continues.

## **Security**

20. You are responsible for ensuring the security of all equipment, documents, and information and must take all necessary steps to ensure that confidential information is kept secure at all times. In particular, you must:
  - a. Password protect any confidential information held on your home computer.
  - b. Lock your computer whenever it is left unattended.
  - c. Store confidential papers securely when they are not in use.
  - d. Ensure the secure disposal of any confidential papers (e.g. by using a shredder if there is one available).
  - e. Comply with our Data Protection and Data Security Policy, contained within this Staff Handbook.
  - f. Comply with our communication and equipment practices and procedures.
  - g. Report any data security breaches to your line manager immediately.

## **Health and Safety**

21. When working from home, you must take reasonable care of your own health and safety and that of anyone else in the home who is affected by your work while working from home.
22. You should comply with our Health and Safety Policy, contained within this Staff Handbook, and follow all health and safety instructions issued by the Employer from time to time, including attending any health and safety training.
23. Liaise with your line manager to make sure that your workstation is appropriate and that you are working in a safe manner.
24. There are steps you can take to make sure you achieve a comfortable posture while working from home using display screen equipment (DSE). Please watch the video from the Health and Safety Executive (HSE) on workstation set-up at [www.hse.gov.uk/toolbox/workers/home.htm](http://www.hse.gov.uk/toolbox/workers/home.htm).
25. While working with DSE, please also observe these guidelines:
  - a. Break up long spells of DSE work with rest breaks (at least 5 minutes every hour) or changes in activity.
  - b. Avoid awkward, static postures by regularly changing your position.
  - c. Get up and move around or do stretching exercises.
  - d. Avoid eye fatigue by changing focus or blinking from time to time.
26. For more information on working safely with DSE, and on staff entitlements to eye tests and glasses for DSE use, see our Health and Safety Policy.
27. Notify your line manager and the HR Department if you identify any work-related health and safety concerns or hazards while working from home.
28. You should follow the usual reporting procedures for any work-related accidents that occur in your home.
29. For health and safety purposes, the Employer retains the right to inspect and check your home office. The need for such inspections will depend on your specific circumstances, including the nature of your work.

## **Insurance**

30. You acknowledge and understand that working from home may affect your home and contents insurance.

31. You should check with your home and contents insurance providers that they have adequate cover for the fact that you work from home and whether any of your own equipment is covered for work use.

### **Rental or Mortgage Arrangements**

32. You acknowledge and understand that working from home may affect your mortgage, lease, or tenancy agreement.

33. You are responsible for checking any applicable mortgage or rental agreement to ensure that you can work from home. If permission is necessary, you must make all necessary arrangements with your bank, mortgage provider, or landlord before starting to work from home.

### **Termination of a Working From Home Arrangement**

34. The Employer reserves the right to bring your working from home arrangement to an end (e.g. if your role changes and working from home is no longer suitable) by providing you with 1 day's notice.

## **d. Disciplinary Procedures**

### **Statement and Purpose of Policy**

1. Employees are expected to know the standard of conduct or work expected of them.
2. This policy and procedure for GO LEAN Ltd (the **Employer, we, our or us**) is non-contractual and sets out how any issues with employee standards of conduct, attendance and job performance will be dealt with. The aim of this policy and procedure is to ensure consistent and fair treatment for all employees. If you have any queries in respect of this procedure contact your line manager or the HR Department.
3. This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.
4. This procedure does not form part of your contract of employment and it may be amended at any time. We may also vary this procedure, including any time limits, as appropriate in any case.

### **Informal Discussions**

5. For minor issues, where possible and appropriate, we will initially deal with disciplinary matters informally. This will take the form of the employee's line manager speaking with you in confidence about the disciplinary issue(s), making a confidential note for your personal file and monitoring you informally to see if there is an improvement. Only if this does not resolve the issue(s) or the matter cannot be dealt with adequately informally, will we may start the formal procedure.

### **Confidentiality**

6. Disciplinary matters will be dealt with confidentially, so far as is reasonably possible and employees should keep confidential any information they learn in relation to any disciplinary matter (unless they are the subject of the investigation and disclosure is required to prepare for a meeting under this procedure).
7. You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.

### **Investigations**

8. We may conduct preliminary investigations into the alleged disciplinary issue. The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.
9. Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.
10. You do not normally have the right to bring a companion to an investigative interview, if we choose to hold one. However, we may allow you to bring a companion if it helps you to overcome any disability, or any difficulty in understanding the allegations against you.
11. You must cooperate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

### **Criminal Allegations**

12. Where your conduct is the subject of a criminal investigation, charge or conviction we may investigate the facts before deciding whether to take formal disciplinary action.
13. We will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.
14. A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

### **Suspension**

15. In some circumstances, we may need to suspend you from work. The period of suspension will be as short as is reasonably practicable in the circumstances and is not a disciplinary penalty, or an indication as to the decision that will be made once the investigations have been completed by us. We will confirm the arrangements to you in writing.

16. You agree that whilst suspended, you will not contact our clients, employees, suppliers or other business contacts of the Employer whilst suspended from work.

17. You will continue to receive your full basic salary and benefits during the period of suspension.

## **Notification of a Hearing**

18. Following any investigation, if we consider there are grounds for disciplinary action, we will invite you to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if we decide after the hearing that the allegations are true. We will also include the following where appropriate:

- a. a summary of relevant information gathered during the investigation;
- b. a copy of any relevant documents which will be used at the disciplinary hearing; and
- c. a copy of any relevant witness statements, except where a witness' identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.

19. We will give you written notice of the date, time and place of the disciplinary hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable amount of time to prepare your case based on the information we have given you.

## **Bringing a Companion to the Hearing**

20. You may bring a companion to any disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell your line manager or the HR Department who your chosen companion is, in good time before the hearing.

21. You should advise us of the identity of the companion (or any change in your choice of companion) and whether you will require any special adjustments to be made for you or your companion's attendance, at least 24 hours before the start of the formal meeting.

22. We encourage you to bring your choice of colleague, trade union representative or trade union official to formal meetings under this procedure, but you should bear in mind how practical it is for your choice of companion to attend and consider if there is a suitable and available individual who is geographically close to where the meeting is to be held, rather than first considering an individual geographically based further away.

23. The role of the companion in a formal meeting is to make notes, confer with the employee and if the employee requests it, to address the hearing to state the employee's case and respond to any views expressed at the meeting.

24. The companion does not have the right to answer questions or address the hearing if the employee does not request this and must not prevent us from explaining our case.

## **Procedure at Disciplinary Hearings**

25. If your choice in companion is unable to attend the hearing, you should inform us as soon as possible and we will arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason, or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence.

26. The hearing will be chaired by HR Adviser.

27. At the disciplinary hearing we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your companion may make representations to us and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

28. You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness.

29. We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

30. We will inform you in writing of our decision and our reasons for it, usually within 1 week of the disciplinary hearing. Where possible we will also explain this information to you in person.

## **Disciplinary Penalties**

31. The usual penalties for misconduct are set out below. No penalty should be imposed without a hearing. We aim to treat all employees fairly and consistently, and a penalty imposed on another employee for similar misconduct will usually be taken into account but should not be treated as a precedent. Each case will be assessed on its own merits.

32. You will not normally be dismissed for a first act of misconduct, unless we decide it amounts to gross misconduct or you have not yet completed your probationary period.

33. **Stage 1 - First written warning.** A first written warning may be authorised by us. It will usually be appropriate for a first act of misconduct where there are no other active written warnings on your disciplinary record.
34. **Stage 2 - Final written warning.** A final written warning may be authorised by us. It will usually be appropriate for:
- misconduct where there is already an active written warning on your record; or
  - misconduct that we consider sufficiently serious to warrant a final written warning even though there are no other active warnings on your record.
35. **Stage 3 - Dismissal.** Dismissal may be authorised by us. It will usually only be appropriate for:
- any misconduct during your probationary period;
  - further misconduct where there is an active final written warning on your record; or
  - any gross misconduct regardless of whether there are active warnings on your record. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal). Examples of gross misconduct are set out below.
36. **Alternatives to dismissal.** In some cases, we may at our discretion consider alternatives to dismissal. These may be authorised by us and will usually be accompanied by a final written warning. Examples include:
- Demotion.
  - Transfer to another department or job.
  - A period of suspension without pay.
  - Loss of seniority.
  - Reduction in pay.
  - Loss of future pay increment or bonus.
  - Loss of overtime.

## The Effect of a Warning

37. Written warnings will set out the nature of the misconduct, the change in behaviour required, the period for which the warning will remain active, and the likely consequences of further misconduct in that active period.
38. A first written warning will usually remain active for 6 months and a final written warning will usually remain active for 12 months. In exceptional circumstances, a final written warning may state that it will remain active indefinitely. Your conduct may be reviewed at the end of a warning's active period and if it has not improved sufficiently we may decide to extend the active period.
39. After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future disciplinary proceedings.

## Gross Misconduct

40. If you are accused of an act of gross misconduct, you may be suspended from work, while the alleged offence is investigated by us.
41. If, on completion of the investigation and a formal meeting, the Employer is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.
42. The following is a non-exhaustive list of the type of offences which are normally regarded as gross misconduct, together with any other behaviours which in the reasonable opinion of the Employer constitute gross misconduct:
- any form of dishonesty, including theft or fraud;
  - physical violence or assault;
  - deliberate damage to Employer property;
  - breaking any law, even outside of work, which could bring the Employer into disrepute;
  - repeated or serious failure to follow reasonable instructions given by the Employer or repeated or serious
  - failure to comply with the terms of your contract of employment or the Employer's policies and procedures;
  - discrimination, harassment, victimisation or bullying of staff, customers, suppliers or other third parties;
  - committing an act of arson;
  - misusing confidential information acquired during and as a result of your employment;
  - failing to devote all working time and effort to the Employer or being disloyal to the Employer whilst employed by us;
  - a serious or repeated breach of the Employer's Health and Safety Policy contained within this Staff Handbook;
  - accepting bribes; and/or

m. being under the influence of drink or drugs at work, so as not to be able to perform contractual duties.

## **Appeals**

43. An employee will be advised about their right of appeal whenever a decision is made under this procedure. An employee who wishes to appeal against a disciplinary decision must do so in writing as directed by the Employer when they are informed by the Employer of the disciplinary decision, within 5 working days.
44. A manager who has not been involved with the process until this stage will invite the employee to an appeal hearing where the process above will be reapplied. At the appeal hearing, any disciplinary penalty imposed will be reviewed or the case reheard, at the Employer's discretion.
45. The employee will be informed in writing of the result of their appeal, usually within 5 working days and our decision on the appeal is final.
46. If the employee appeals a dismissal, their employment will not continue whilst the appeal process is taking place. However, if the appeal is successful the employee will be reinstated with no loss of continuity of employment or pay.



# EXISTING POLICIES

In addition to the policies contained within this Staff Handbook, GO LEAN Ltd has the following policies in place:

These policies are available on the GO LEAN Sharepoint, from your line manager or the HR Department or following the link below to the policy folder.

[06. Policies](#)