



# **STAFF HANDBOOK**

**PRINTED: JUNE 2018**

**HEAD OFFICE: 3B BANSONS YARD, HIGH STREET, ONGAR ESSEX CM5 9AA. TEL: 020 8527 0444 FAX: 020 8527 0555**

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## 1. INTRODUCTION

Property Support Services UK Limited (PSS) is a hugely successful organisation which was established by Managing Director Michael Rust. Michael has been involved in the cleaning industry for many years and has a wealth of experience in delivering cleaning services to the commercial world. Among our clients we number many Blue Chip companies, Retail Outlets and Property Management Agents.

At PSS we believe that we should offer strong support to our clients and staff members, which is one of the reasons that we have an enviable staff retention record. Our employees appreciate our drive to promote and encourage professionalism throughout the organisation, which is backed up with the provision of continued development to all members of our team.

We are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

## 2. USING THE STAFF HANDBOOK

This non-contractual Staff Handbook sets out the main policies and procedures that you will need to be aware of while working for us. You should familiarise yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to your line manager.

The policies and procedures set out in this handbook apply to all staff unless otherwise indicated. They therefore apply to managers, employees, contractors, part-time and fixed-term employees, casual and agency staff (collectively referred to as **staff** in this handbook).

**The content of this Staff Handbook does not form part of the terms of your contract of employment with us and all content, including all policies and procedures, may be amended at any time.**

## 3. RESPONSIBILITY FOR THE STAFF HANDBOOK

The Chief Operating Officer has overall responsibility for this Staff Handbook and for ensuring that its policies and procedures comply with our legal obligations.

The Staff Handbook is reviewed regularly to ensure that its provisions continue to meet our legal obligations and reflect best practice.

Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives.

#### **4. PERSONAL DETAILS, HOME ADDRESS AND NEXT OF KIN**

The Human Resources Department is responsible for maintaining up-to-date details of the home address, next of kin and emergency contact telephone numbers of each member of our staff.

We will request this information when you start work and you should advise of any changes straight away. Information is held in confidence and used in accordance with our Data Protection Policy.

## Schedule 1 Dress code

### 1. ABOUT THIS POLICY

- 1.1 We encourage everyone to maintain an appropriate standard of dress and personal appearance at work. The purpose of our dress code is to establish basic guidelines on appropriate clothing and appearance at our workplace, so that we:
- (a) promote a positive and professional image;
  - (b) respect the needs of men and women from all cultures and religions;
  - (c) make any adjustments that may be needed because of disability;
  - (d) take account of health and safety requirements; and
  - (e) help staff and managers decide what clothing it is appropriate to wear to work.
- 1.2 **Uniforms:** if you have been provided with a uniform, it must be worn at all times whilst you are on site. Your uniform will remain our property. You will be responsible for laundering your uniform and we require that you keep your uniform clean and presentable at all times whilst on site. If any damage is caused to your uniform, you shall be responsible for the cost of rectifying that damage.
- 1.3 **Photo ID cards:** if you have been provided with a photo ID card, you should keep this card on you at all times whilst you are on site.
- 1.4 Managers are responsible for ensuring that this dress code is observed and that a common sense approach is taken to any issues that may arise. Any enquiries regarding the operation of our dress code (including whether an article of clothing is suitable to wear to work) should be made to your line manager or the Human Resources Department.
- 1.5 Failure to comply with the dress code may result in action under our Disciplinary Procedure.

## **2. APPEARANCE**

- 2.1 While working for us you represent us in front of clients and the public. Your appearance contributes to our reputation and the development of our business.
- 2.2 It is important that you appear clean and smart at all times when at work, particularly when you may be in contact with clients, other business contacts or the general public.
- 2.3 All head office staff should wear smart business attire.
- 2.4 Footwear must be safe and clean and take account of health and safety considerations. Trainers and flip-flops are not acceptable.
- 2.5 You should not wear clothing or jewellery that could present a health and safety risk.

## **3. RELIGIOUS AND CULTURAL DRESS**

- 3.1 You may wear appropriate religious and cultural dress (including clerical collars, head scarves, skullcaps and turbans) unless it creates a health and safety risk to you or any other person or otherwise breaches this policy.
- 3.2 Where necessary the Human Resources Department can give further information and guidance on cultural and religious dress in the workplace.
- 3.3 Priority is at all times given to health and safety requirements. Where necessary, advice will be taken from the Human Resources Department.

## **Schedule 2 Expenses policy**

### **1. REIMBURSEMENT OF EXPENSES**

- 1.1 We will reimburse expenses properly incurred in accordance with this policy. Any attempt to claim expenses fraudulently or otherwise in breach of this policy may result in disciplinary action.
- 1.2 Expenses will only be reimbursed if they are:
  - (a) submitted to the Human Resources Department on the appropriate claim form;
  - (b) submitted within 28 days of being incurred;
  - (c) supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and
  - (d) authorised in advance where required.
- 1.3 Claims for authorised expenses submitted in accordance with this policy will be paid directly into your bank/building society account via payroll.
- 1.4 Any questions about the reimbursement of expenses should be put to the Human Resources Department before you incur the relevant costs.

### **2. TRAVEL EXPENSES**

- 2.1 We will reimburse the reasonable cost of necessary travel in connection with our business. The most economic means of travel should be chosen if practicable and you should use existing travelcards or season tickets wherever possible.
- 2.2 We will not reimburse penalty fares or fines for parking or driving offences.

### **3. ACCOMMODATION AND OTHER OVERNIGHT EXPENSES**

- 3.1 If you are required to stay away overnight in the course of your duties you should discuss accommodation arrangements with the Human Resources Department in advance.

**4. ENTERTAINING CLIENTS**

- 4.1 You may entertain actual or prospective clients only where your proposal and an appropriate budget has been agreed in writing in advance with your line manager. Receipts must be submitted in full with your expenses claim.

## Schedule 3 Equal opportunities policy

### 1. EQUAL OPPORTUNITIES STATEMENT

PSS is committed to promoting equal opportunities in employment. You and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (**Protected Characteristics**).

### 2. ABOUT THIS POLICY

2.1 This policy sets out our approach to equal opportunities and the avoidance of discrimination at work. It applies to all aspects of employment with us, including recruitment, pay and conditions, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.

2.2 The Chief Operating Officer is responsible for this policy and any necessary training on equal opportunities.

### 3. DISCRIMINATION

3.1 You must not unlawfully discriminate against or harass other people including current and former employees, job applicants, clients, customers, suppliers and visitors. This applies in the workplace and outside the workplace.

3.2 The following forms of discrimination are prohibited under this policy and are unlawful:

- (a) **Direct discrimination:** treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because they might be gay.
- (b) **Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others, and is not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified.
- (c) **Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading,

humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.

- (d) **Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.
- (e) **Disability discrimination:** this includes direct and indirect discrimination, 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.

#### **4. RECRUITMENT AND SELECTION**

- 4.1 Recruitment, promotion and other selection exercises such as redundancy selection will be conducted on the basis of merit, against objective criteria that avoid discrimination. Shortlisting should be done by more than one person if possible.
- 4.2 Vacancies should generally be advertised to a diverse section of the labour market. Advertisements should avoid stereotyping or using wording that may discourage particular groups from applying. Job applicants should not be asked questions which might suggest an intention to discriminate on grounds of a Protected Characteristic.

#### **5. DISABILITIES**

If you are disabled or become disabled, we encourage you to tell us about your condition so that we can consider what reasonable adjustments or support may be appropriate.

#### **6. PART-TIME AND FIXED-TERM WORK**

Part-time and fixed-term employees should be treated the same as comparable full-time or permanent employees and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate), unless different treatment is justified.

#### **7. LANGUAGE**

Although language is not a protected characteristic for the purposes of employment legislation, we understand that many of our staff have as their first language a language other than English. For this reason, we are committed to being as accommodating as possible to staff and in trying to communicate with staff in as clear a way as possible. This may involve arranging translation services to help staff with understanding more complicated issues at meetings.

#### **8. BREACHES OF THIS POLICY**

- 8.1 We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.
- 8.2 If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or Anti-harassment and Bullying Policy. Complaints will be treated in confidence and investigated as appropriate.
- 8.3 You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under our Disciplinary Procedure.

## **Schedule 4 Anti-harassment and bullying policy**

### **1. ABOUT THIS POLICY**

- 1.1 PSS is committed to providing a working environment free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect.
- 1.2 This policy covers harassment or bullying which occurs at work and out of the workplace. It covers bullying and harassment by staff (which may include consultants, contractors and agency workers) and also by third parties such as customers, suppliers or visitors to our premises.

### **2. WHAT IS HARASSMENT?**

- 2.1 Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.
- 2.2 It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.
- 2.3 Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.
- 2.4 Harassment may include, for example:
  - (a) unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
  - (b) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
  - (c) offensive e-mails, text messages or social media content;
  - (d) mocking, mimicking or belittling a person's disability.
- 2.5 A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

### **3. WHAT IS BULLYING?**

- 3.1 Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.
- 3.2 Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:
- (a) physical or psychological threats;
  - (b) overbearing and intimidating levels of supervision;
  - (c) inappropriate derogatory remarks about someone's performance;
- 3.3 Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

### **4. IF YOU ARE BEING HARASSED OR BULLIED**

- 4.1 If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager or the Human Resources Department, who can provide confidential advice and assistance in resolving the issue formally or informally.
- 4.2 If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.
- 4.3 We will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.
- 4.4 Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by an employee the matter will be dealt with under

the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

**5. RECORD-KEEPING**

Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process.

## Schedule 5 Anti-corruption and bribery policy

### 1. ABOUT THIS POLICY

1.1 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.

1.2 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.

### 2. WHO MUST COMPLY WITH THIS POLICY?

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, officers, agency workers, agents, contractors, third-party representatives and business partners.

### 3. WHAT IS BRIBERY?

3.1 **Bribe** means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.

3.2 **Bribery** includes offering, promising, giving, accepting or seeking a bribe.

3.3 All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, raise it with your manager or the Human Resources Department.

3.4 Specifically, you must not:

- (a) give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;
- (b) accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else;

- (c) give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure.

3.5 You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

#### **4. GIFTS AND HOSPITALITY**

4.1 This policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services.

4.2 Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers), or be given in secret. Gifts must be given in our name, not your name.

4.3 Promotional gifts of low value such as branded stationery may be given to or accepted from existing customers, suppliers and business partners.

#### **5. RECORD-KEEPING**

5.1 You must declare and keep a written record of all hospitality or gifts given or received. You must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.

All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

#### **6. HOW TO RAISE A CONCERN**

If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify your line manager or the Human Resources Department as soon as possible.

## **Schedule 6 Whistleblowing policy**

### **1. ABOUT THIS POLICY**

- 1.1 We are committed to conducting our business with honesty and integrity and we expect all staff to maintain high standards. Any suspected wrongdoing should be reported as soon as possible.
- 1.2 This policy covers all employees, officers, consultants, contractors, casual workers and agency workers.

### **2. WHAT IS WHISTLEBLOWING?**

Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations.

### **3. HOW TO RAISE A CONCERN**

- 3.1 We hope that in many cases you will be able to raise any concerns with your line manager. However, where you prefer not to raise it with your line manager for any reason, you should contact the Human Resources Department.
- 3.2 We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

### **4. CONFIDENTIALITY**

We hope that you will feel able to voice whistleblowing concerns openly under this policy. Completely anonymous disclosures are difficult to investigate. If you want to raise your concern confidentially, we will make every effort to keep your identity secret and only reveal it where necessary to those involved in investigating your concern.

## **5. EXTERNAL DISCLOSURES**

- 5.1 The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.
- 5.2 The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external. Public Concern at Work operates a confidential helpline.

## **6. PROTECTION AND SUPPORT FOR WHISTLEBLOWERS**

- 6.1 We aim to encourage openness and will support whistleblowers who raise genuine concerns under this policy, even if they turn out to be mistaken.
- 6.2 Whistleblowers must not suffer any detrimental treatment as a result of raising a genuine concern. If you believe that you have suffered any such treatment, you should inform the Human Resources Department immediately.
- 6.3 You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action.
- 6.4 However, if we conclude that a whistleblower has made false allegations maliciously or with a view to personal gain, the whistleblower may be subject to disciplinary action.
- 6.5 Public Concern at Work operates a confidential helpline. Their contact details are at the end of this policy.

## **7. CONTACTS**

<b>Public Concern at Work</b> (Independent whistleblowing charity)	Helpline: (020) 7404 6609 E-mail: <a href="mailto:whistle@pcaw.co.uk">whistle@pcaw.co.uk</a> Website: <a href="http://www.pcaw.co.uk">www.pcaw.co.uk</a>
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## **Schedule 7 Disciplinary and capability procedure**

### **1. ABOUT THIS PROCEDURE**

- 1.1 This procedure is intended to help maintain standards of conduct and performance and to ensure fairness and consistency when dealing with allegations of misconduct or poor performance.
- 1.2 Minor conduct or performance issues can usually be resolved informally with your line manager. This procedure sets out formal steps to be taken if the matter is more serious or cannot be resolved informally.
- 1.3 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors. This procedure does not form part of any employee's contract of employment and we may amend it at any time.

### **2. INVESTIGATIONS**

- 2.1 Before any disciplinary hearing is held, the matter will be investigated. Any discussions as part of an investigation are solely for the purpose of fact-finding and no disciplinary action will be taken without a disciplinary hearing.
- 2.2 In some cases of alleged misconduct, we may need to suspend you from work while we carry out the investigation or disciplinary procedure (or both). While suspended, you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless authorised to do so. Suspension is not considered to be disciplinary action.

### **3. THE HEARING**

- 3.1 We will give you written notice of the hearing, including sufficient information about the alleged misconduct or poor performance and its possible consequences to enable you to prepare. You will normally be given copies of relevant documents and witness statements.
- 3.2 You may be accompanied at the hearing by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion.

3.3 You should let us know as early as possible if there are any relevant witnesses you would like to attend the hearing or any documents or other evidence you wish to be considered.

3.4 We will inform you in writing of our decision, usually within 7 days of the hearing.

#### **4. DISCIPLINARY ACTION AND DISMISSAL**

The usual penalties for misconduct or poor performance are:

- (a) **Stage 1: First written warning.** Where there are no other active written warnings on your disciplinary record, you will usually receive a first written warning. It will usually remain active for six months.
- (b) **Stage 2: Final written warning.** In case of further misconduct or failure to improve where there is an active first written warning on your record, you will usually receive a final written warning. This may also be used without a first written warning for serious cases of misconduct or poor performance. The warning will usually remain active for 12 months.
- (c) **Stage 3: Dismissal or other action.** You may be dismissed for further misconduct or failure to improve where there is an active final written warning on your record, or for any act of gross misconduct. Examples of gross misconduct are given below.

We may consider other sanctions short of dismissal, including demotion or redeployment to another role (where permitted by your contract), and/or extension of a final written warning with a further review period.

#### **5. APPEALS**

5.1 You may appeal in writing within one week of being told of the decision.

5.2 The appeal hearing will, where possible, be held by someone other than the person who held the original hearing. You may bring a colleague or trade union representative with you to the appeal hearing.

5.3 We will inform you in writing of our final decision as soon as possible, usually within 7 days of the appeal hearing. There is no further right of appeal.

#### **6. GROSS MISCONDUCT**

6.1 Gross misconduct will usually result in dismissal without warning, with no notice or payment in lieu of notice (summary dismissal).

6.2 The following are examples of matters that are normally regarded as gross misconduct:

- (a) theft or fraud;
- (b) physical violence or bullying;
- (c) deliberate and serious damage to property;
- (d) serious misuse of the organisation's property or name;
- (e) deliberately accessing internet sites containing pornographic, offensive or obscene material;
- (f) serious insubordination;
- (g) unlawful discrimination or harassment;
- (h) bringing the organisation into serious disrepute;
- (i) serious incapability at work brought on by alcohol or illegal drugs;
- (j) causing loss, damage or injury through serious negligence;
- (k) a serious breach of health and safety rules;
- (l) a serious breach of confidence.

This list is intended as a guide and is not exhaustive.

## **Schedule 8 Grievance procedure**

### **1. ABOUT THIS PROCEDURE**

- 1.1 Most grievances can be resolved quickly and informally through discussion with your line manager. If this does not resolve the problem you should initiate the formal procedure set out below.
- 1.2 This procedure applies to all employees regardless of length of service.
- 1.3 This procedure does not form part of any employee's contract of employment. It may be amended at any time and we may depart from it depending on the circumstances of any case.

### **2. STEP 1: WRITTEN GRIEVANCE**

- 2.1 You should put your grievance in writing and submit it to your line manager. If your grievance concerns your line manager you may submit it to the Human Resources Department.
- 2.2 The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.

### **3. STEP 2: MEETING**

- 3.1 We will arrange a grievance meeting. You should make every effort to attend.
- 3.2 You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.
- 3.3 If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.
- 3.4 We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.

- 3.5 We will write to you, usually within 7 days of the last grievance meeting, to confirm our decision and notify you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.

**4. STEP 3: APPEALS**

- 4.1 If the grievance has not been resolved to your satisfaction you may appeal in writing to the Chief Operating Officer, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 4.2 We will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a manager who has not previously been involved in the case. You will have a right to bring a companion.
- 4.3 We will confirm our final decision in writing, usually within 7 days of the appeal hearing. There is no further right of appeal.

## **Schedule 9 Sickness absence policy**

### **1. ABOUT THIS POLICY**

- 1.1 This policy sets out our arrangements for sick pay and for reporting and managing sickness absence.
- 1.2 Abuse of sickness absence, including failing to report absence or falsely claiming sick pay will be treated as misconduct under our Disciplinary Procedure. This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. REPORTING WHEN YOU ARE SICK**

If you cannot attend work because you are sick or injured you should telephone your line manager as early as possible and no later than 3 hours prior to the time you were due to start work.

### **3. EVIDENCE OF INCAPACITY**

- 3.1 You must complete a self-certification form for sickness absence of up to seven calendar days.
- 3.2 For absence of more than 7 calendar days you must obtain a certificate from your doctor stating that you are not fit for work, giving the reason. You must also complete a self-certification form to cover the first seven days. If absence continues beyond the expiry of a certificate, a further certificate must be provided.
- 3.3 If your doctor provides a certificate stating that you "may be fit for work" you must inform your line manager immediately. We will hold a discussion with you about how to facilitate your return to work, taking account of your doctor's advice. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date for review.

### **4. STATUTORY SICK PAY**

You may, as outlined in your contract of employment, be entitled to Company Sick Pay or Statutory Sick Pay (SSP) if you satisfy the relevant statutory requirements. Qualifying days for SSP are Monday to Friday, or as set out in your employment contract. The rate of SSP is set by the government in April each year. No SSP is payable

for the first three consecutive days of absence. It starts on the fourth day of absence and may be payable for up to 28 weeks.

## **5. RETURN-TO-WORK INTERVIEWS**

After a period of sick leave your line manager may hold a return-to-work interview with you. The purposes may include:

- (a) ensuring you are fit for work and agreeing any actions necessary to facilitate your return;
- (b) confirming you have submitted the necessary certificates;
- (c) updating you on anything that may have happened during your absence;
- (d) raising any other concerns regarding your absence record or your return to work.

## **6. MANAGING LONG-TERM OR PERSISTENT ABSENCE**

6.1 The following paragraphs set out our procedure for dealing with long-term absence or where your level or frequency of short-term absence has given us cause for concern. The purpose of the procedure is to investigate and discuss the reasons for your absence, whether it is likely to continue or recur, and whether there are any measures that could improve your health and/or attendance. We may decide that medical evidence, or further medical evidence, is required before deciding on a course of action.

6.2 We will notify you in writing of the time, date and place of any meeting, and why it is being held.

6.3 If you have a disability, we will consider whether reasonable adjustments may need to be made to the sickness absence meetings procedure, or to your role or working arrangements.

## **7. MEDICAL EXAMINATIONS**

7.1 We may ask you to consent to a medical examination by a doctor or occupational health professional or other specialist nominated by us (at our expense).

7.2 You will be asked to agree that any medical report produced may be disclosed to us and that we may discuss the contents of the report with the specialist and with our advisers. All medical reports will be kept confidential.

## **8. INITIAL SICKNESS ABSENCE MEETING**

- 8.1 The purposes of a sickness absence meeting or meetings will be to discuss the reasons for your absence, how long it is likely to continue, whether it is likely to recur, whether to obtain a medical report, and whether there are any measures that could improve your health and/or attendance.
- 8.2 In cases of long-term absence, we may seek to agree a return-to-work programme, possibly on a phased basis.
- 8.3 In cases of short-term, intermittent absence, we may set a target for improved attendance within a certain timescale.

## **9. IF MATTERS DO NOT IMPROVE**

If, after a reasonable time, you have not been able to return to work or if your attendance has not improved within the agreed timescale, we will hold a further meeting or meetings. We will seek to establish whether the situation is likely to change, and may consider redeployment opportunities at that stage. If it is considered unlikely that you will return to work or that your attendance will improve within a short time, we may give you a written warning that you are at risk of dismissal. We may also set a further date for review.

## **10. FINAL SICKNESS ABSENCE MEETING**

Where you have been warned that you are at risk of dismissal, and the situation has not changed significantly, we will hold a meeting to consider the possible termination of your employment. Before we make a decision, we will consider any matters you wish to raise and whether there have been any changes since the last meeting.

## **11. APPEALS**

- 11.1 You may appeal against the outcome of any stage of this procedure. If you wish to appeal you should set out your appeal in writing to the Chief Operating Officer, stating your grounds of appeal, within one week of the date on which the decision was sent or given to you.
- 11.2 If you are appealing against a decision to dismiss you, we will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially and, where possible, by a manager who has not previously been involved in the case.
- 11.3 We will confirm our final decision in writing. There is no further right of appeal.

- 11.4 The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

## **Schedule 10 Time off for antenatal appointments policy**

### **1. ABOUT THIS POLICY**

- 1.1 This policy outlines the statutory right to take time off to attend antenatal appointments. This policy applies to employees and agency workers. It does not apply to self-employed contractors.

### **2. TIME OFF IF YOU ARE PREGNANT**

If you are pregnant you may take reasonable paid time off during working hours for antenatal appointments. You should try to give us as much notice as possible of the appointment. Unless it is your first appointment, we may ask to see a certificate confirming your pregnancy and an appointment card.

### **3. TIME OFF FOR ACCOMPANYING A PREGNANT WOMAN: ELIGIBILITY**

You may take unpaid time off to accompany a pregnant woman to an antenatal appointment if you have a "qualifying relationship" with the woman or the child. This means that either:

- (a) you are the baby's father; or
- (b) you are the pregnant woman's spouse, civil partner or cohabiting partner.

### **4. TIME OFF FOR ACCOMPANYING A PREGNANT WOMAN: HOW TO BOOK TIME OFF**

Please give us as much notice of the appointment as possible. You must provide us with a signed statement providing the date and time of the appointment and confirming:

- (a) that you meet one of the eligibility criteria in paragraph 3;
  - (b) that the purpose of the time off is to accompany the pregnant woman to an antenatal appointment; and
- that the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse.

### **5. TIME OFF FOR ACCOMPANYING A PREGNANT WOMAN: AMOUNT OF TIME OFF**

- 5.1 You may take time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy.
- 5.2 Time off to attend these appointments is unpaid.

5.3 If you wish to take time off to attend further antenatal appointments you should request annual leave.

## Schedule 11 Maternity policy

### 1. ABOUT THIS POLICY

- 1.1 This policy outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for pregnancy-related sickness, health and safety, and maternity leave.
- 1.2 Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in our Time off for Antenatal Appointments Policy.
- 1.3 In some cases you and your spouse or partner may be eligible to opt into the shared parental leave (**SPL**) scheme which gives you more flexibility to share the leave and pay available in the first year. You will need to give us at least eight weeks' notice to opt into SPL, and you must remain on maternity leave until at least two weeks after birth. For information about SPL, see our Shared Parental Leave Policy.
- 1.4 This policy only applies to employees and does not apply to agency workers or self-employed contractors.

### 2. ENTITLEMENT TO MATERNITY LEAVE

All employees are entitled to up to 52 weeks' maternity leave, consisting of 26 weeks' ordinary maternity leave (**OML**) and 26 weeks' additional maternity leave (**AML**).

### 3. NOTIFICATION

- 3.1 Please inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.
- 3.2 Before the end of the fifteenth week before the week that you expect to give birth (**Qualifying Week**), or as soon as reasonably practical afterwards, you must tell us:
  - (a) the week in which your doctor or midwife expects you to give birth (**Expected Week of Childbirth**); and
  - (b) the date on which you would like to start your maternity leave (**Intended Start Date**).
- 3.3 We will write to you within 28 days to tell you the date we will expect you to return to work if you take your full maternity leave entitlement (**Expected Return Date**).

- 3.4 Once you receive a certificate from a doctor or midwife confirming your Expected Week of Childbirth (MATB1), you must provide us with a copy.

#### **4. STARTING MATERNITY LEAVE**

- 4.1 The earliest you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).
- 4.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new expected return date.
- 4.3 Your maternity leave should normally start on the Intended Start Date. However, it may start earlier if you give birth before your Intended Start Date, or if you are absent for a pregnancy-related reason in the last four weeks before your Expected Week of Childbirth. In either of those cases, maternity leave will start on the following day.
- 4.4 Shortly before your maternity leave is due to start we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave.
- 4.5 The law says that we cannot allow you to work during the two weeks following childbirth.

#### **5. MATERNITY PAY**

Statutory maternity pay (**SMP**) is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. The first six weeks SMP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year.

#### **6. DURING MATERNITY LEAVE**

- 6.1 With the exception of terms relating to pay, your terms and conditions of employment remain in force during OML and AML.

6.2 Holiday entitlement will continue to accrue during maternity leave. If your maternity leave will continue into the next holiday year, any holiday entitlement that is not taken before starting your maternity leave can be carried over and must be taken immediately before returning to work. You should try to limit carry over to one week's holiday or less. Carry-over of more than one week is at your line manager's discretion. Please discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.

6.3 If you are a member of the pension scheme, we shall make employer pension contributions during OML and any period of paid AML, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any maternity pay you are receiving, unless you inform the Human Resources Department that you wish to make up any shortfall.

## **7. KEEPING IN TOUCH**

7.1 We may make reasonable contact with you from time to time during your maternity leave although we will keep this to a minimum.

7.2 You may work (including attending training) on up to ten "keeping-in-touch" days during your maternity leave. This is not compulsory and must be discussed and agreed with your line manager.

7.3 You will be paid at your normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any maternity pay entitlement.

## **8. RETURNING TO WORK**

8.1 You must return to work on the Expected Return Date unless you tell us otherwise. If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the Expected Return Date if you request annual leave or parental leave, which will be at our discretion.

8.2 You are normally entitled to return to work in the position you held before starting maternity leave, and on the same terms of employment. However, if you have taken AML and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

- 8.3 If you want to change your hours or other working arrangements on return from maternity leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
  
- 8.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## Schedule 12 Adoption policy

### 1. ABOUT THIS POLICY

- 1.1 This policy sets out the arrangements for adoption leave and pay for employees who are adopting a child through a UK adoption agency.
- 1.2 This policy only applies to employees and does not apply to agency workers or self-employed contractors. It does not form part of any employee's contract of employment and we may amend it at any time.

### 2. ENTITLEMENT TO ADOPTION LEAVE

- 2.1 You are entitled to adoption leave if you meet all the following conditions:
- (a) You are adopting a child through a UK or overseas adoption agency.
  - (b) The adoption agency has given you written notice that it has matched you with a child for adoption and tells you the date the child is expected to be placed into your care with a view to adoption (**Expected Placement Date**).
  - (c) You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
  - (d) You have been continuously employed by us for at least 26 weeks ending with the week in which the agency notifies you in writing of the match (**Qualifying Week**).
  - (e) Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).
- 2.2 The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (**OAL**) and 26 weeks' Additional Adoption Leave (**AAL**).

### 3. NOTIFICATION REQUIREMENTS

- 3.1 Not more than seven days after the agency notifies you in writing that it has matched you with a child (or where that is not reasonably practicable, as soon as reasonably practicable), you must give us notice in writing of the Expected Placement Date, and your intended start date for adoption leave (**Intended Start Date**).
- 3.2 We will then write to you within 28 days to inform you of your expected return date assuming you take your full entitlement to adoption leave.

- 3.3 Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.

#### **4. STARTING ADOPTION LEAVE**

- 4.1 OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.

- 4.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new expected return date.

#### **5. ADOPTION PAY**

Statutory adoption pay (**SAP**) is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. The first six weeks SMP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year.

#### **6. DURING ADOPTION LEAVE**

- 6.1 All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay.

- 6.2 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your adoption leave will continue into the next holiday year, any holiday entitlement that is not taken before starting your adoption leave can be carried over and must be taken immediately before returning to work. You should try to limit carry over to one week's holiday or less. Carry-over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting your adoption leave. All holiday dates are subject to approval by your manager.

- 6.3 If you are a member of the pension scheme, we shall make employer pension contributions during OAL and any further period of paid adoption leave based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any adoption pay you are receiving, unless you inform Human Resources that you wish to make up any shortfall.

**7. KEEPING IN TOUCH**

- 7.1 We may make reasonable contact with you from time to time during your adoption leave although we will keep this to a minimum.
- 7.2 You may work (including attending training) on up to ten "keeping-in-touch" days during your adoption leave.
- 7.3 You will be paid at your normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any adoption pay entitlement.

**8. RETURNING TO WORK**

- 8.1 You must return to work on the expected return date unless you tell us otherwise. If you wish to return to work early, you must give us at least eight weeks' notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the expected return date if you request annual leave or parental leave, which will be at our discretion.
- 8.2 You are normally entitled to return to work in the position you held before starting adoption leave, on the same terms of employment. However, if you have taken AAL and it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.
- 8.3 If you want to change your hours or other working arrangements on return from adoption leave you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

## **Schedule 13 Paternity policy**

### **1. ABOUT THIS POLICY**

- 1.1 This policy outlines when an employee may be entitled to paternity leave and paternity pay, and sets out the arrangements for taking it.
- 1.2 In some cases you and your spouse or partner may be eligible to opt into the shared parental leave (**SPL**) scheme which gives you more flexibility to share the leave and pay available in the first year. For information about SPL, see our Shared Parental Leave Policy.

### **2. ENTITLEMENT TO PATERNITY LEAVE**

- 2.1 Paternity leave is available on the birth of a child if you have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth and either:
- (a) you are the biological father and will have some responsibility for the child's upbringing; or
  - (b) you are the husband, civil partner or cohabiting partner of the biological mother and will have the main responsibility (with the mother) for the child's upbringing.

### **3. ORDINARY PATERNITY LEAVE (OPL)**

- 3.1 OPL is a period of one or two weeks' consecutive leave taken when a child is born or placed with you for adoption. You can start your leave on the date of birth or placement, or later, provided it is taken within eight weeks (56 days) of the birth or placement. (If the baby is premature the period ends eight weeks after the start of the Expected Week of Childbirth.)
- 3.2 To take OPL you must give us written notice by the end of the 15th week before the Expected Week of Childbirth (or no more than seven days after the adoption agency notified you of being matched with a child), or as soon as you reasonably can, stating:
- (a) the Expected Week of Childbirth;
  - (b) whether you intend to take one week or two weeks' leave; and
  - (c) when you would like your leave to start.

- 3.3 You can change the intended start date by giving us 28 days' notice or, if this is not possible, as much notice as you can.

#### **4. ADDITIONAL PATERNITY LEAVE (APL)**

- 4.1 APL is a further period of leave that is only available if the child's mother or co-adopter has returned to work after taking maternity or adoption leave, or where the period of entitlement to statutory maternity pay, maternity allowance or adoption pay has ended. APL cannot start until at least 20 weeks after the birth or placement, it cannot last more than 26 weeks in total and must end within 12 months of the birth or placement.

- 4.2 APL is not available if the Expected Week of Childbirth starts on or after 5 April 2015, or if the child is placed with you for adoption on or after that date. In such cases you may be entitled to SPL. Please see our Shared Parental Leave policy.

- 4.3 To take APL you must provide us with the following at least eight weeks before the date you would like your leave to start:

- (a) A written "leave notice" stating:
  - (i) in the case of birth, the Expected Week of Childbirth and the child's actual date of birth;
  - (ii) in the case of adoption, the date the adoption agency notified you that you had been matched with the child and the date the child was actually placed with you;
  - (iii) the dates you would like your APL to start and finish.
- (b) A signed "employee declaration" confirming that you satisfy the eligibility conditions set out above for APL and wish to take the leave to care for the child.
- (c) A written "mother declaration" from the child's mother or "adopter declaration" from the co-adopter stating:
  - (i) their name, address and National Insurance number;
  - (ii) the date they intend to return to work;
  - (iii) in the case of birth, confirmation that you are the child's biological father or the mother's partner, and that you have or expect to have responsibility for the child's upbringing;
  - (iv) in the case of adoption, confirmation that you are their spouse, civil partner or cohabiting partner;

- (v) that, to his or her knowledge, you are the only person exercising an entitlement to APL in respect of the child; and
- (vi) that they consent to us processing the information they have provided.

4.4 Once we receive the above we will write to you within 28 days to confirm the APL start date and your expected return date.

4.5 In birth cases, we may require you to provide a copy of the child's birth certificate and the name and address of the mother's employer or, if she is self-employed, her business address.

4.6 In adoption cases, we may require you to provide the name and address of the co-adopter's employer or, if they are self-employed, their business address. We may also require documentary evidence such as a matching certificate issued by the adoption agency confirming the agency's name and address, the date you were notified of the match, and the expected placement date.

4.7 You can cancel APL or change the start or end dates by giving us at least six weeks' written notice. If this is not possible, give as much written notice as you can, but if we are unable to accommodate the change on such short notice we may still require you to start APL as previously notified and/or finish APL six weeks after your written notice (or on the date previously notified, if earlier).

## 5. **PATERNITY PAY**

5.1 Ordinary statutory paternity pay (**OSPP**) is payable during OPL provided you have at least 26 weeks' continuous employment ending with the Qualifying Week (the 15th week before the Expected Week of Childbirth or the week in which the adoption agency notified you of a match) and your average earnings are not less than the lower earnings limit set by the government each tax year.

5.2 Additional statutory paternity pay (**ASPP**) may be payable during APL if you qualified for OSPP and the child's mother or co-adopter has returned to work with at least two weeks of their 39-week maternity allowance, maternity pay or adoption pay period remaining. ASPP is payable to you for the unexpired remainder of that period.

5.3 The rate of OSPP and ASPP is set by the government each tax year. For further information please contact Human Resources.

## **6. DURING PATERNITY LEAVE**

- 6.1 All the terms and conditions of your employment remain in force during OPL and APL, except for the terms relating to pay.
- 6.2 Holiday entitlement will continue to accrue during paternity leave. If your paternity leave will continue into the next holiday year, any holiday entitlement that is not taken before starting your paternity leave can be carried over and must be taken immediately before returning to work. You should try to limit carry over to one week's holiday or less. Carry over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting your paternity leave. All holiday dates are subject to approval by your manager.
- 6.3 If you are a member of the pension scheme, we shall make employer pension contributions during OPL and any period of paid APL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any paternity pay you are receiving, unless you inform the Human Resources Department that you wish to make up any shortfall.

## **7. KEEPING IN TOUCH DURING APL**

- 7.1 We may make reasonable contact with you from time to time during APL although we will keep this to a minimum.
- 7.2 You may work (including attending training) on up to ten "keeping-in-touch" days during your APL. This is not compulsory and must be discussed and agreed with your line manager.
- 7.3 You will be paid at your normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any paternity pay entitlement.

## **8. RETURNING TO WORK**

- 8.1 You must return to work after APL on the expected return date unless you tell us otherwise. If you wish to return to work early, you must give us at least six weeks' notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the expected return date if you request annual leave or parental leave, which will be at our discretion.
- 8.2 Following either OPL or APL, you are normally entitled to return to the same position you held before commencing leave. Your terms of employment will be the same as

they would have been had you not been absent. However, if you have combined OPL or APL with another type of family-related leave please see the relevant policy as the position may be slightly different.

- 8.3 If you want to change your hours or other working arrangements you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.

## Schedule 14 Shared parental leave policy

### 1. ABOUT THIS POLICY

- 1.1 This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child.
- 1.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.

### 2. FREQUENTLY USED TERMS

The definitions in this paragraph apply in this policy.

**Expected week of childbirth (EWC):** the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

**Parent:** One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).

**Partner:** your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

**Qualifying Week:** the fifteenth week before the EWC.

### 3. WHAT IS SHARED PARENTAL LEAVE?

- 3.1 Shared parental leave (**SPL**) is a form of leave that may be available if your child is expected to be born on or after 5 April 2015.
- 3.2 It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

### 4. ENTITLEMENT TO SPL

- 4.1 You are entitled to SPL in relation to the birth of a child if:
  - (a) you are the child's mother, and share the main responsibility for the care of the child with the child's father or with your partner;

- (b) you are the child's father and share the main responsibility for the care of the child with the child's mother; or
- (c) you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

4.2 The following conditions must also be fulfilled:

- (a) you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- (b) the other parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and
- (c) you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

4.3 The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).

4.4 If you are the mother you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.

4.5 If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

## **5. OPTING IN TO SHARED PARENTAL LEAVE AND PAY**

Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:

- (a) your name and the name of the other parent;
- (b) if you are the child's mother, the start and end dates of your maternity leave;
- (c) if you are the child's father or the mother's partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;

- (d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- (e) how many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken);
- (g) how many weeks of available ShPP will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- (i) declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

## 6. ENDING YOUR MATERNITY LEAVE

- 6.1 If you are the child's mother and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity leave (a **curtailment notice**) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.
- 6.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 5) or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.
- 6.3 The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.
- 6.4 The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:
- (a) if you realise that neither you nor the other parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;

- (b) if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or
- (c) if the other parent has died.

6.5 Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless paragraph 6.4(b) applies.

## **7. ENDING YOUR PARTNER'S MATERNITY LEAVE OR PAY**

If you are not the mother, but the mother is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:

- (a) returned to work;
- (b) given her employer a curtailment notice to end her maternity leave;
- (c) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
- (d) given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

## **8. BOOKING YOUR SPL DATES**

8.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.

8.2 The period of leave notice can either give the dates you want to take leave or, if the child has not been born yet, it can state the number of days after birth that you want the leave to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of birth and wish to take SPL straight afterwards.

8.3 Leave must be taken in blocks of at least one week.

8.4 If your period of leave notice gives a single continuous block of SPL you will be entitled to take the leave set out in the notice.

8.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in paragraph 9, below.

- 8.6 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice).

## **9. PROCEDURE FOR REQUESTING SPLIT PERIODS OF SPL**

- 9.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.
- 9.2 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:
- (a) choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or
  - (b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case the notice will not be counted and you may submit a new one if you choose).

## **10. CHANGING THE DATES OR CANCELLING YOUR SPL**

- 10.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.
- 10.2 You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date and the new start date.
- 10.3 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date and the new end date.
- 10.4 You can combine split periods of leave into a single continuous period of leave by notifying us in writing at least eight weeks before the start date of the first period.

- 10.5 You can request that a continuous period of leave be split into two or more discontinuous periods with periods of work in between.
- 10.6 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:
- (a) the variation is a result of your child being born earlier or later than the EWC;
  - (b) the variation is at our request; or
  - (c) we agree otherwise.

## **11. PREMATURE BIRTH**

Where the child is born early (before the beginning of the EWC), you may be able to start SPL in the eight weeks following birth even though you cannot give eight weeks notice. The following rules apply:

- (a) If you have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but your child is born early, you can move the SPL start date forward by the same number of days, provided you notify us in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary.)
- (b) If your child is born more than eight weeks early and you want to take SPL in the eight weeks following birth, please submit your opt-in notice and your period of leave notice as soon as you can.

## **12. SHARED PARENTAL PAY**

- 12.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by you or your partner) if you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year.
- 12.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

## **13. OTHER TERMS DURING SHARED PARENTAL LEAVE**

- 13.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

13.2 Annual leave entitlement will continue to accrue at the rate provided under your contract. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken before starting your leave can be carried over and must be taken immediately before returning to work unless your manager agrees otherwise. You should try to limit carry over to one week's holiday or less. Carry-over of more than one week is at your manager's discretion. Please discuss your holiday plans with your manager in good time before starting SPL. All holiday dates are subject to approval by your manager.

13.3 If you are a member of the pension scheme, we will make employer pension contributions during any period of paid SPL, based on your normal salary, in accordance with the pension scheme rules. Any employee contributions you make will be based on the amount of any shared parental pay you are receiving, unless you inform the Human Resources Department that you wish to make up any shortfall.

#### **14. KEEPING IN TOUCH**

14.1 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

14.2 You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with your line manager.

14.3 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 shared parental pay entitlement.

#### **15. RETURNING TO WORK**

15.1 If you want to end a period of SPL early, you must give us eight weeks' written notice of the new return date. If you have already given us three periods of leave notices you will not be able to end your SPL early without our agreement.

15.2 If you want to extend your SPL, assuming you still have unused SPL entitlement remaining, you must give us a written period of leave notice at least eight weeks before the date you were due to return to work. If you have already given us three periods of leave notices you will not be able to extend your SPL without our agreement. You may instead be able to request annual leave or ordinary parental leave, subject to the needs of the business.

- 15.3 You are normally entitled to return to work in the position you held before starting SPL, and on the same terms of employment. However, if it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable, but only in the following circumstances:
- (a) if your SPL and any maternity or paternity leave you have taken adds up to more than 26 weeks in total (whether or not taken consecutively); or
  - (b) if you took SPL consecutively with more than four weeks of ordinary parental leave.
- 15.4 If you want to change your hours or other working arrangements on return from SPL you should make a request under our Flexible Working Policy. It is helpful if such requests are made as early as possible.
- 15.5 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

## Schedule 15 Time off for dependents policy

### 1. ABOUT THIS POLICY

- 1.1 The law recognises that there may be occasions when you need to take time off work to deal with unexpected events involving one of your dependants.
- 1.2 This time off for dependants policy gives all employees the right to take a reasonable amount of unpaid time off work to deal with certain situations affecting their dependants.
- 1.3 No-one who takes time off in accordance with this policy will be subjected to any detriment.

### 2. REASONABLE UNPAID TIME OFF

- 2.1 You have a right to take a reasonable amount of unpaid time off work when it is necessary to:
  - (a) provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
  - (b) make longer-term care arrangements for a dependant who is ill or injured;
  - (c) take action required in consequence of the death of a dependant;
  - (d) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill); and/or
  - (e) deal with an unexpected incident involving your child while a school or another educational establishment is responsible for them.
- 2.2 A **dependant** for the purposes of this policy is:
  - (a) your spouse, civil partner, parent or child;
  - (b) a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
  - (c) anyone else who reasonably relies on you to provide assistance or make arrangements.
- 2.3 This policy applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where you need to take

planned time off or provide longer-term care for a dependant. If this is the case, you should take advice from your line manager.

- 2.4 Whether action is considered necessary will depend on the circumstances, including nature of the problem, the closeness of the relationship between you and the dependant, and whether anyone else is available to assist. Action is unlikely to be considered necessary if you knew of a problem in advance but did not try to make alternative care arrangements.
- 2.5 Reasonable time off in relation to a particular problem will not normally be more than one day. However, we will always consider each set of circumstances on their facts.

### **3. EXERCISING THE RIGHT TO TIME OFF**

- 3.1 You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your line manager or the Human Resources Department:
  - (a) the reason for your absence; and
  - (b) how long you expect to be away from work.
- 3.2 If you fail to notify us as set out above, you may be subject to disciplinary proceedings under our Disciplinary Procedure for taking unauthorised time off.
- 3.3 We may in some cases ask you to provide evidence for your reasons for taking the time off, either in advance or on your return to work. Suspected abuse of this policy will be dealt with as a disciplinary issue under our Disciplinary Procedure.

## **Schedule 16    Compassionate leave policy**

### **1.    ABOUT THIS POLICY**

Compassionate leave is designed to help you cope with the death of a close relative, deal with necessary arrangements and attend their funeral. It may also be granted where a close relative is seriously or critically ill.

### **2.    ENTITLEMENT**

2.1    You are entitled to take paid compassionate leave of up to 3 days in any 12-month period in respect of a spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law.

2.2    If you are still unable to return to work following an authorised period of compassionate leave you should contact your line manager or the Human Resources Department. It may be appropriate to take a period of annual leave, subject to your manager's approval, or we may at our discretion grant you further unpaid leave in those circumstances.

### **3.    REQUESTING COMPASSIONATE LEAVE**

3.1    We recognise that it may not always be possible to request compassionate leave in advance. However, where it is possible, you should make a request to your line manager. You should tell them the reasons for your request and the number of days leave you would like to take.

3.2    Where it is not possible to request leave in advance you should contact your line manager as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Someone can do this on your behalf if necessary.

## **Schedule 17 Flexible working policy**

### **1. ABOUT THIS POLICY**

- 1.1 This flexible working policy gives eligible employees an opportunity to request a change to their working pattern.
- 1.2 We will deal with flexible working requests in a reasonable manner and within a reasonable time. In any event the time between making a request and notifying you of a final decision (including the outcome of any appeal) will be less than three months unless we have agreed a longer period with you.

### **2. ELIGIBILITY**

To be eligible to make a flexible working request, you must:

- (a) be an employee;
- (b) have worked for us continuously for at least 26 weeks at the date your request is made; and
- (c) not have made a flexible working request during the last 12 months (even if you withdrew that request).

### **3. WHAT IS A FLEXIBLE WORKING REQUEST?**

A flexible working request under this policy means a request to do any or all of the following:

- (a) to reduce or vary your working hours;
- (b) to reduce or vary the days you work;
- (c) to work from a different location (for example, from home).

### **4. MAKING A FLEXIBLE WORKING REQUEST**

Your flexible working request should be submitted to the Human Resources Department in writing and dated. It should:

- (a) state that it is a flexible working request;
- (b) explain the change being requested and propose a start date;
- (c) identify the impact the change would have on the business and how that might be dealt with; and
- (d) state whether you have made any previous flexible working requests.

## **5. MEETING**

- 5.1 We will arrange a meeting at a convenient time and place to discuss your request. You may be accompanied at the meeting by a colleague of your choice. They will be entitled to speak and confer privately with you, but may not answer questions on your behalf.
- 5.2 We may decide to grant your request in full without a meeting, in which case we will write to you with our decision.

## **6. DECISION**

- 6.1 We will inform you in writing of our decision as soon as possible after the meeting.
- 6.2 If your request is accepted, we will write to you with details of the new working arrangements and the date on which they will commence. You will be asked to sign and return a copy of the letter.
- 6.3 If we cannot immediately accept your request we may require you to undertake a trial period before reaching a final decision on your request.
- 6.4 Unless otherwise agreed, changes to your terms of employment will be permanent.
- 6.5 We may reject your request for one or more of the following business reasons:
- (a) the burden of additional costs;
  - (b) detrimental effect on ability to meet customer demand;
  - (c) inability to reorganise work among existing staff;
  - (d) inability to recruit additional staff;
  - (e) detrimental impact on quality;
  - (f) detrimental impact on performance;
  - (g) insufficiency of work during the periods that you propose to work; or
  - (h) planned changes.
- 6.6 If we are unable to agree to your request, we will write to tell you which of those reasons applies in your case. We will also set out the appeal procedure.

**7. APPEAL**

- 7.1 You may appeal in writing within 14 days of receiving our written decision.
- 7.2 Your appeal must be dated and must set out the grounds on which you are appealing.
- 7.3 We will hold a meeting with you to discuss your appeal. You may bring a colleague to the meeting.
- 7.4 We will tell you in writing of our final decision as soon as possible after the appeal meeting, including reasons. There is no further right of appeal.

## **Schedule 18 Time off for public duties policy**

### **1. ABOUT THIS POLICY**

- 1.1 We wish to enable employees to perform any public duties that they may be committed to undertake and so will give them time off to do so where it does not conflict with the operational needs of our business. We are not legally obliged to grant paid leave for these purposes.

### **2. JURY SERVICE**

- 2.1 You should tell your line manager as soon as you are summoned for jury service and provide a copy of your summons if requested.
- 2.2 Depending on the demands of our business we may request that you apply to be excused from or defer your jury service.
- 2.3 We are not required by law to pay you while you are absent on jury service. You will be advised at court of the expenses and loss of earnings that you can claim.

## Schedule 19 Health and Safety Policy

Property Support Services (UK) Ltd. is committed to providing a safe and healthy workplace for all its employees and other parties who may be affected by its activities and to the prevention of injury and ill health and continual improvement in occupational health and safety management and performance.

Property Support Services (UK) Ltd. is also committed to complying with applicable legal requirements and with other requirements to which PSS Property Support Services (UK) Ltd. subscribes that relate to its occupational health and safety hazards highlighted by its risk assessments.

These commitments are underlined by Senior Management who has the overall responsibility for policy formulation, policy implementation and on-going policy development and review.

It is the intention of Property Support Services (UK) Ltd. to place health and safety as a high priority in relation to Property Support Services (UK) Ltd.'s overall aims.

It is Property Support Services (UK) Ltd. Policy to:

- Provide the appropriate financial and physical resources.
- Provide suitable arrangements for communicating health and safety matters.
- Plan regular reviews and develop the policy.
- Identify legal requirements as a minimum acceptable level of health and safety performance.
- Provide safe systems of work.
- Provide and maintain safe plant and equipment.
- Provide a safe place of work with safe access and egress.
- Provide for the safe use, handling, storage and transport of all articles and substances used.
- Provide a safe working environment
- Provide adequate and sufficient information, instruction, training, consultation and supervision.

Property Support Services (UK) Ltd. acknowledges the requirements under the Health and Safety at Work etc. Act 1974 and with other requirements to which Property Support Services (UK) Ltd. subscribes and reminds all its employees of their responsibilities for their own and other people's health and safety under the 1974 Act.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Name:** \_\_\_\_\_

## **Schedule 20 Smoking policy**

### **1. ABOUT THIS POLICY**

- 1.1 We are committed to protecting your health, safety and welfare and that of all those who work for us by providing a safe place of work and protecting all workers, service users, customers and visitors from exposure to smoke.
- 1.2 All of our workplaces are smoke-free in accordance with the Health Act 2006 and associated regulations. All staff and visitors have the right to a smoke-free environment.
- 1.3 If you wish to suggest improvements to the policy or experience particular difficulty complying with it you should discuss the situation with your line manager or Human Resources Department.

### **2. WHERE IS SMOKING BANNED?**

Smoking is not permitted in our workplace. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.

### **3. WHERE IS SMOKING PERMITTED?**

You may only smoke outside in designated areas during breaks. When smoking outside, you must dispose of cigarette butts and other litter appropriately.

### **4. BREACHES OF THE POLICY**

- 4.1 Breaches of this policy by any employee will be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 4.2 Smoking in smoke-free premises or vehicles is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

## Schedule 21 Data Protection policy

### 1. INTRODUCTION

1.1 Background to the General Data Protection Regulation (GDPR)  
The General Data Protection Regulation 2016 replaces the EU Data Protection Directive of 1995 and supersedes the laws of individual member states that were developed in compliance with the Data Protection Directive 95/46/EC. Its purpose is to protect the “rights and freedoms” of natural persons (i.e. living individuals) and to ensure that personal data is not processed without their knowledge and wherever possible, that it is processed with their consent.

1.2 Definitions used by the organisation (drawn from the GDPR)  
Material scope (Article 2) – the GDPR applies to the processing of personal data wholly or partly by automated means (i.e. by computer) and to the processing other than automated means of personal data (i.e. paper records) that form part of a filing system or are intended to form part of a filing system.

Territorial scope (Article 3) – the GDPR will apply to all controllers that are established in the EU (European Union) who process the personal data of data subjects, in the context of the establishment. It will also apply to controllers outside of the EU that process personal data in order to offer goods and services, or monitor the behaviour of data subjects who are a resident in the EU

1.3 Article 4 definitions  
Establishment - the main establishment of the controller in the EU will be the place in which the controller makes the main decisions as to the purpose and means of its data processing activities. The main establishment of a processor in the EU will be its administrative centre. If a controller is based outside the EU, it will have to appoint a representative in the jurisdiction in which the controller operates to act on behalf of the controller and deal with supervisory authorities

Personal data - any information relating to an identified or identifiable natural person (data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Data controller – the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are

determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by union or Member State law.

Data subject – any living individual who is the subject of personal data held by an organisation

Processing – any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Profiling – is any form of automated processing of personal data intended to evaluate certain personal aspects relating to a natural person, or to analyse or predict that person's performance at work, economic situation, location, health, personal preferences, reliability, or behaviour. The definition is linked to the right of the data subject to object to profiling and a right to be informed about the existence of profiling, of measures based on profiling and the envisaged effects of profiling on the individual.

Personal data breach – a breach of security leading to the accidental, or unlawful, destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed. There is an obligation on the controller to report personal data breaches to the supervisory authority and where the breach is likely to adversely affect the personal data or privacy of the data subject.

Data subject consent – means any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data.

Third party – a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.

Filing system – any structured set of personal data that is accessible according to specific criteria, whether centralised, decentralised or dispersed on a functional or geographical basis.

## **2. POLICY STATEMENT**

- 2.1 The board and management of PSS Group (PSSG), located at 3 Basons Yard, High Street, Ongar, Essex CM59AA, are committed to compliance with all relevant EU and Member State laws in respect of personal data. Including the protection of the “rights and freedoms” of individuals whose information PSSG collects and processes in accordance with the General Data Protection Regulation (GDPR).
- 2.2 Compliance with the GDPR is described by this policy and other relevant policies, along with connected processes and procedures.
- 2.3 The GDPR and this policy apply to all of PSSG’s personal data processing functions, including those performed on customers’, clients’, employees’, suppliers’, and partners’ personal data, and any other personal data the organisation processes from any source.
- 2.4 PSSG has established objectives for data protection and privacy, which are detailed in the GDPR Objectives Record.
- 2.5 The Data Protection Officer is responsible for reviewing the register of processing annually in the light of any changes to PSSG’s activities (as determined by changes to the data inventory register and the management review) and to any additional requirements identified by means of data protection impact assessments.
- 2.6 The policy applies to all Employees and interested parties of PSSG such as outsourced suppliers. Any breach of the GDPR will be dealt under PSSG’s disciplinary policy and also may be a criminal offence, in which case the matter will be reported as soon as possible to the appropriate authorities.
- 2.7 Partners and any third parties working with or for PSSG and who have, or may have access to personal data, will be expected to have read, understood and comply with this policy. No third party may access personal data held by the company without having first entered into a data confidentiality agreement, which imposes on the third party obligations no less onerous than those to which PSSG is committed, and which gives PSSG the right to audit compliance with the agreement.

## **3. RESPONSIBILITIES AND ROLES UNDER THE GENERAL DATA PROTECTION REGULATION**

- 3.1 Property Support Services Group (PSSG) is a data controller under the GDPR.

- 3.2 Top management and all those in managerial or supervisory roles throughout PSSG are responsible for developing and encouraging good information handling practices; responsibilities are set out in individual job descriptions.
- 3.3 The Data Protection Officer is accountable to the Director and Group Board for the management of personal data within PSSG and for ensuring that compliance with data protection legislation and good practice can be demonstrated. This accountability includes:
- (a) Development and implementation of the GDPR as required by this policy; and
  - (b) Security and risk management in relation to compliance with the policy
- 3.4 The Data Protection Officer, whom the Board and Group Director, consider to be suitably qualified and experienced, has been appointed to take responsibility in respect of data processing that takes place within their areas of authority.
- 3.5 The Data Protection Officer has specific responsibilities in respect of procedures, such as Subject Access Request Procedure and is therefore the first point of call for Employees seeking clarification on any aspect of data protection compliance.
- 3.6 Compliance with data protection legislation is the responsibility of all Employees of PSSG who process personal data.
- 3.7 PSSG's Training Policy sets out specific training and awareness requirements in relation to specific roles and responsibility, in terms of GDPR.
- 3.8 Employees are responsible for ensuring that any personal data about them and supplied by them to PSSG is accurate and up-to-date.

#### **4. DATA PROTECTION PRINCIPLES**

All processing of personal data must be conducted in accordance with the data protection principles as set out in Article 5 of the GDPR. PSSG's policies and procedures are designed to ensure compliance with the principles.

- 4.1 Personal data must be processed lawfully, fairly and transparently  
Lawful – identify a lawful basis before you can process personal data. These are often referred to as the “conditions for processing”, for example consent.

Fairly – in order for processing to be fair, the data controller has to make certain information available to the data subjects as practicable. This applies whether the personal data was obtained directly from the data subjects or from other sources.

The GDPR has increased requirements about what information should be available to data subjects, which is covered in the 'Transparency' requirement.

Transparently – the GDPR includes rules on giving privacy information to data subjects in Articles 12, 13 and 14. These are detailed and specific, placing an emphasis on making privacy notices understandable and accessible. Information must be communicated to the data subject in an intelligible form using clear and plain language.

PSSG's Privacy Notice Procedure is set out in GDPR DOC 2.1 and the Privacy Notice is recorded in GDPR REC 4.1.

The specific information that must be provided to the data subject must, as a minimum, include:

- (a) The identity and the contact details of the controller and, if any, of the controller's representative;
- (b) The contact details of the Data Protection Officer;
- (c) The purposes of the processing for which the personal data are intended as well as the legal basis for the processing;
- (d) The period for which the personal data will be stored;
- (e) The existence of the rights to request access, rectification, erasure or to object to the processing, and the conditions (or lack of) relating to exercising these rights, such as whether the lawfulness of previous processing will be affected;
- (f) The categories of personal data concerned;
- (g) The recipients or categories of recipients of the personal data, where applicable;
- (h) Where applicable, that the controller intends to transfer personal data to a recipient in a third country and the level of protection afforded to the data;
- (i) Any further information necessary to guarantee fair processing.

4.2 Personal data can only be collected for specific, explicit and legitimate purposes  
Data obtained for specified purposes must not be used for a purpose that differs from

those formally notified to the supervisory authority as part of PSSG's GDPR register of processing. Privacy Procedure GDPR DOC 2.1 sets out the relevant procedures

4.3 Personal data must be adequate, relevant and limited to what is necessary for processing

- (a) The Data Protection Officer is responsible for ensuring that PSSG does not collect information that is not strictly necessary for the purpose for which it has been obtained.
- (b) All data collection forms (electronic or paper-based), including data collection requirements in new information systems, must include a fair processing statement or link to privacy statement and be approved by the Data Protection Officer
- (c) The Data Protection Officer will ensure that, on an annual basis all data collection methods are reviewed by internal audit to ensure that collected data continues to be adequate, relevant and not excessive.

4.4 Personal data must be accurate and kept up to date with every effort to erase or rectify without delay

- (a) Data that is stored by the data controller must be reviewed and updated as necessary. No data should be kept unless it is reasonable to assume that it is accurate.
- (b) The data protection officer is responsible for ensuring that all staff are trained in the importance of collecting accurate data and maintaining it.
- (c) It is also the responsibility of the data subject to ensure that data held by the Company is accurate and up to date. Completion of a registration or application form by a data subject will include a statement that the data contained therein is accurate at the date of submission
- (d) Employees should be required to notify PSSG of any changes in circumstance to enable personal records to be updated accordingly. It is the responsibility of PSSG to ensure that any notification regarding change of circumstances is recorded and acted upon.
- (e) The Data Protection Officer is responsible for ensuring that the appropriate procedures and policies are in place to keep personal data accurate and up to date, taking into account the volume of data collected, the speed with which it might change and any other relevant factors.
- (f) On at least an annual basis, the Data Protection Officer will review the retention dates of all personal data processed by PSSG, by reference to the data inventory, and will identify any data that is no longer required in the

context of the registered purpose. This data will be securely deleted in line with the Secure Disposal of Storage Media Procedure (GDPR-C DOC)

- (g) The Data Protection Officer is responsible for responding to requests for rectification from data subjects within one month. This can be extended to a further two months for complex requests. If PSSG decides not to comply with the request, the Data Protection Officer must respond to the data subject to explain its reasoning and inform them of their right to complain to the supervisory authority and seek judicial remedy.
- (h) The Data Protection Officer is responsible for making appropriate arrangements that, where third-party organisations may have been passed inaccurate or out-of-date personal data, to inform them that the information is inaccurate and/or out of date and is not to be used to inform decisions about the individuals concerned; and for passing any correction to the personal data to the third party where this is required.

4.5 Personal data must be kept in a form such that the data subject can be identified for only as long as is necessary for processing

- (a) Where personal data is retained beyond the processing date, it will be pseudonymised in order to protect the identity of the data subject in the event of a data breach. This is documented in the Retention Records Procedure.
- (b) Personal Data will be retained in line with the retention records procedure (GDPR DOC 2.3) and, once its retention date is passed, it must be securely destroyed as set out in this procedure.
- (c) The Data Protection Officer must specifically approve any data retention that exceeds the retention periods defined in Retention of Records Procedure (GDPR DOC 2.3), and must ensure that the justification is clearly identified and in line with the requirements of the data protection legislation. This approval must be written.

4.6 Personal data must be processed in a manner that ensures the appropriate security  
The Data Protection officer will carry out a risk assessment taking into account all the circumstances of PSSG's controlling or processing operations.

In determining appropriateness, the Data Protection Officer should also consider the extent of possible damage or loss that might be caused to individuals (e.g. staff or customers) if a security breach occurs, the effect of any security breach on PSSG itself, and any likely reputational damage including the possible loss of customer trust.

When assessing the appropriate technical measures, the Data Protection Officer will consider the following:

- Password protection (GDPR-C DOC 9.2.3)
- Automatic locking of idle terminals;
- Removal of access rights for USB and other memory media (GDPR-C DOC 9.1.2 & GDPR DOC 11.2.7);
- Virus checking software and firewalls (GDPR-C DOC 6.2.1);
- Role-based access rights including those assigned to temporary staff (GDPR-C DOC 9.1.2);
- Encryption of devices that leave organisation premises such as laptops (GDPR-C DOC 6.2.1);
- Security of local and wide area networks (GDPR-C DOC 6.2.1);
- Privacy enhancing technologies such as pseudonymisation and anonymization;
- Identifying appropriate international security standards relevant to PSSG.

When assessing appropriate organisational measures the Data Protection Officer will consider the following:

- The appropriate training levels throughout PSSG;
- Measures that consider the reliability of employees (such as references etc.);
- The inclusion of data protection in employment contracts;
- Identification of disciplinary action measures for data breaches;
- Monitoring of staff for compliance with relevant security standards;

- Physical access controls to electronic and paper based records;
- Adoption of a clear desk policy;
- Storing of paper based data in lockable fire-proof cabinets
- Restricting the use of portable electronic devices outside of the workplace
- Restricting the use of employee's own personal devices being used in the workplace;
- Adopting clear rules about passwords;
- Making regular backups of personal data and storing media off-site;
- The imposition of contractual obligations on the importing organisations to take appropriate security measures when transferring data outside the EEA.

These controls have been selected on the basis of identified risks to personal data, and the potential for damage or distress to individuals whose data is being processed.

Property Support Services (PSSG) compliance with this principle is contained in its Information Security Management Systems (ISMS), which has been developed in line with ISO/IEC 27001:2013 and the information security policy set out in – GDPR DOC 5.2

#### 4.7 The controller must be able to demonstrate compliance with the GDPR's other principles (accountability)

The GDPR includes provisions that promote accountability and governance. These complement the GDPR's transparency requirements. The accountability principle in Article 5(2) requires you to demonstrate that you comply with the principles and states explicitly that this is your responsibility.

The Company will demonstrate compliance with the data protection principles by implementing data protection policies, adhering to codes of conduct, implementing

technical and organisational measures, as well as adopting techniques such as data protection by design, DPIAs, breach notification procedures and incident response plans.

## **5. DATA SUBJECTS' RIGHTS**

5.1 Data subjects have the following rights regarding data processing, and the data that is recorded about them:

- (a) To make subject access requests regarding the nature of information held and to whom it has been disclosed.
- (b) To prevent processing likely to cause damage or distress.
- (c) To prevent processing for purposes of direct marketing.
- (d) To be informed about the mechanics of automated decision-making processes that will significantly affect them.
- (e) To not have significant decisions that will affect them taken solely by automated processes.
- (f) To sue for compensation if they suffer damage by any contravention of the GDPR
- (g) To take action to rectify, block, erase, including the right to be forgotten, or destroy inaccurate data
- (h) To request the supervisory authority to assess whether any provision of the GDPR has been contravened
- (i) To have personal data provided to them in a structured, commonly used and machine-readable format, and the right to have that data transmitted to another controller
- (j) To object to any automated profiling that is occurring without consent.

5.2 PSSG ensures that data subjects may exercise these rights:

- (a) Data subjects may make data access requests as described in Subject Access Request Procedure (GDPR DOC 2.2); this procedure also describes how PSSG will ensure that its response to the data access request complies with GDPR.
- (b) Data subjects have the right to complain to PSSG related to the processing of their personal data, the handling of a request from a data subject and appeals from a data subject and appeals from a data subject on how complaints have been handled in line with the Complaints Procedure (GDPR DOC 2.9)

## **6. CONSENT**

- 6.1 PSSG understand 'consent' to mean that it has been explicitly and freely given, and a specific, informed and unambiguous indication of the data subject's wishes that, by statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her. The data subject can withdraw their consent at any time.
- 6.2 PSSG understands 'consent' to mean that the data subject has been fully informed of the intended processing and has signified their agreement, while in a fit state of mind to do so and without pressure being exerted upon them. Consent obtained under duress or on the basis of misleading information will not be a valid basis for processing.
- 6.3 There must be some active communication between the parties to demonstrate active consent. The case of PSSG, consent to processing form. Consent cannot be inferred from non-response to a communication. The controller must be able to demonstrate that consent was obtained for the processing operation.
- 6.4 For sensitive data, explicit written consent (Consent Procedure GDPR DOC 2.7) of data subjects must be obtained unless an alternative legitimate basis for processing exists.
- 6.5 In most instances, consent to process personal and sensitive data is obtained routinely by PSSG using standard consent documents Consent Form GDPR (DOC B2) e.g. when a new client signs a contract, or during induction for participants on programmes.

## **7. SECURITY OF DATA**

- 7.1 All employees are responsible for ensuring that any personal data that PSSG holds and for which they are responsible, is kept securely and is not under any conditions disclosed to any third party unless that third party has been specifically authorised by PSSG to receive that information and has entered into a confidentiality agreement.
- 7.2 All personal data should be accessible only to those who need to use it, and access may only be granted in line with the Access Control Policy (GDPR-C DOC 9.1.1). All personal data should be treated with the highest security and must be kept:
- In a lockable room with controlled access; and/or
  - In a locked drawer or filing cabinet; and/or

- If computerised, password protected in line with corporate requirements in the Access Control Policy (GDPR-C DOC 9.1.1); and/or
- Stored on (removable) computer media which are encrypted in line with Secure Disposal of Storage Media (GDPR-C DOC 11.2.7)

7.3 Care must be taken to ensure that PC screens and terminals are not visible except to authorised Employees of PSSG. All Employees are required to enter into an Acceptable Use Agreement (GDPR-C DOC 9.2.1A) before they are given access to organisational information of any sort, which details rules on screen time-outs.

7.4 Manual records may not be left where they can be accessed by unauthorised personnel and may not be removed from business premises without explicit written authorisation. As soon as manual records are no longer required for day-to-day client support, they must be removed from secure archiving in line with established procedures.

7.5 Personal data may only be deleted or disposed of in line with the Retention of Records Procedure (GDPR DOC 2.3). Manual records that have reached their retention date are to be shredded and disposed of as 'confidential waste'. Hard drives of redundant PCs are to be removed and immediately destroyed as required by GDPR-C DOC 11.2.7 before disposal.

7.6 Processing of personal data 'off-site' presents a potentially greater risk of loss, theft or damage to personal data. Staff must be specifically authorised to process data off-site.

## **8. DISCLOSURE OF DATA**

8.1 PSSG must ensure that personal data is not disclosed to unauthorised third parties which includes family members, friends, government bodies, and in certain circumstances, the Police. All employees should exercise caution when asked to disclose personal data held on another individual to a third party. It is important to bear in mind whether or not disclosure of the information is relevant to, and necessary for, the conduct of PSSG's business.

8.2 All requests to provide data for one of these reasons must be supported by appropriate paperwork and all such disclosures must be specifically authorised by the Data Protection Officer.

## **9. RETENTION AND DISPOSAL OF DATA**

- 9.1 PSSG shall not keep personal data in a form that permits identification of data subjects for longer a period than is necessary, in relation to the purpose(s) for which the data was originally collected.
- 9.2 PSSG may store data for longer periods if the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, subject to the implementation of appropriate technical and organisational measures to safeguard the rights and freedoms of the data subject.
- 9.3 The retention period for each category of personal data will be set out in the Retention of Records Procedure (GDPR DOC 2.3) along with the criteria used to determine this period including any statutory obligations PSSG has to retain the data.
- 9.4 PSSG's data retention and data disposal procedures (Storage Removal Procedure GDPR-C DOC 11.2.7) will apply in all cases/
- 9.5 Personal data must be disposed of securely in accordance with the sixth principle of the GDPR – processed in an appropriate manner to maintain security, thereby protecting the 'rights and freedoms' of data subjects. Any disposal of data will be done in accordance with the secure disposal procedure (GDPR-C DOC 11.2.7 ).

## **10. DATA TRANSFERS**

- 10.1 All exports of data from within the European Economic Area (EEA) to non-European Economic Area countries (referred to in the GDPR as 'third countries') are unlawful unless there is an appropriate 'level of protection for the fundamental rights of data subjects'.
- 10.2 The transfer of personal data outside of the EEA is prohibited unless one or more of the specified safeguards, or exceptions, apply:
  - (a) An adequacy decision – The European Commission can and does assess third countries, a territory and/or specific sectors within third countries to assess whether there is an appropriate level of protection for the rights and freedoms of natural persons. In these instances, no authorisation is required.

Countries that are members of the European Economic Area (EEA) but not of the EU are accepted as having met the conditions for an adequacy decision. A list of countries that currently satisfy the adequacy requirements of the Commission are published in the Official Journal of the European

Union. [http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index\\_en.htm](http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index_en.htm)

- (b) Privacy Shield – If PSSG wishes to transfer personal data from the EU to an organisation in the United States it should check that the organisation is signed up with the Privacy Shield framework at the U.S. Department of Commerce. The obligation applying to companies under the Privacy Shield are contained in the ‘Privacy Principles’. The US DOC is responsible for managing and administering the Privacy Shield and ensuring that companies live up to their commitments. In order to be able to certify, companies must have a privacy policy in line with the Privacy Principles e.g. use, store and further transfer the personal data according to a strong set of data protection rules and safeguards. The protection given to the personal data applies regardless of whether the personal data is related to an EU resident or not. Organisations must renew their ‘membership’ to the Privacy Shield on an annual basis. If they do not, they can no longer receive and use personal data from the EU under that framework.

Assessment of adequacy by the data controller

In making an assessment of adequacy, the UK based exporting controller should take account of the following:

- The nature of the information being transferred;
  - The country or territory of origin, and final destination, of the information;
  - How the information will be used and for how long;
  - The laws and practices of the country of the transferee, including relevant codes of practice and international obligations; and
  - The security measures that are to be taken as regards the data in the overseas location.
- (c) Binding corporate rules – PSSG may adopt approved binding corporate rules for the transfer of data outside the EU. This requires submission to the relevant supervisory authority for approval of the rules that PSSG is seeking to rely upon.
- (d) Model contract clauses
- PSSG may adopt approved model contract clauses for the transfer of data outside of the EEA. If PSSG adopts the model contract clauses approved by the relevant supervisory authority there is an automatic recognition of adequacy.
- (e) Exceptions

In the absence of an adequacy decision, Privacy Shield membership, binding corporate rules and/or model contract clauses, a transfer of personal data to a third country or international organisation shall only take place on one of the following conditions:

- The data subject has explicitly consented to the proposed transfer, after having been informed of the possible risks of such transfers for the data subject due to the absence of an adequacy decision and appropriate safeguards;
- The transfer is necessary for the performance of a contract between the data subject and the controller or the implementation of pre-contractual measures taken at the data subject's request;
- The transfer is necessary for the conclusion or performance of a contract concluded in the interest of the data subject between the controller and another natural or legal person
- The transfer is necessary for important reasons of public interest;
- The transfer is necessary for the establishment, exercise or defence of legal claims; and/or
- The transfer is necessary in order to protect the vital interests of the data subject or of other persons, where the data subject is physically or legally incapable of giving consent.

## **11. DATA TRANSFERS**

11.1 PSSG has established a data inventory and data flow process as part of its approach address risks and opportunities throughout its GDPR compliance project. PSSG's data inventory and data flow determines:

- Business processes that use personal data;
- Source of personal data;
- Volume of data subjects;
- Description of each item of personal data;
- Processing activity;
- Maintains the inventory of data categories of personal data processed;
- Documents the purpose(s) for which each category of personal data is used;
- Recipients, and potential recipients, of the personal data;
- The role of the organisation name throughout the data flow;
- Key systems and repositories;

- Any data transfers; and
- All retention and disposal requirements;

11.2 PSSG is aware of any risks associated with the processing of particular types of personal data.

- (a) PSSG assesses the level of risk to individuals associated with the processing of their personal data. Data protection impact assessments (DPIAs) (DPIA procedure GDPR DOC 2.4 and GDPR REC 4.4) are carried out in relation to the processing of personal data by the company, and in relation to processing undertaken by other organisations on behalf of PSSG.
- (b) PSSG shall manage any risks identified by the risk assessment in order to reduce the likelihood of a non-conformance with this policy.
- (c) Where a type of processing, in particular using new technologies and taking into account the nature, scope, context and purposes of the processing is likely to result in a high risk to the rights and freedom of natural persons, PSSG shall, prior to the processing, carry out DPIA of the impact of the envisaged processing operations on the protection of personal data. A single DPIA may address a set of similar processing operations that present similar high risks.
- (d) Where, as a result of DPIA it is clear that PSSG is about to commence processing of personal data that could cause damage and/or distress to the data subjects, the decision as to whether or not PSSG may proceed must be escalated for review to the Data Protection Officer.
- (e) The Data Protection Officer shall, if there are significant concerns, either as to the potential damage or distress, or the quantity of data concerned, escalate the matter to the supervisory authority.
- (f) Appropriate controls will be selected [from Annex A of ISO27001, ISO27017, ISO27018, etc., as appropriate] and applied to reduce the level of risk associated with processing individual data to an acceptable level, by reference to PSSG's documented risk acceptance criteria and the requirements of the GDPR.

## **Schedule 22 IT and communications systems policy**

### **12. ABOUT THIS POLICY**

- 12.1 Our IT and communications systems are intended to promote effective communication and working practices. This policy outlines the standards you must observe when using these systems, when we will monitor their use, and the action we will take if you breach these standards.
- 12.2 The Chief Operating Officer has overall responsibility for this policy, including keeping it under review.
- 12.3 Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 12.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **13. EQUIPMENT SECURITY AND PASSWORDS**

- 13.1 You are responsible for the security of the equipment allocated to or used by you, and you must not allow it to be used by anyone other than in accordance with this policy. You should use passwords on all IT equipment, particularly items that you take out of the office. You should keep your passwords confidential and change them regularly.
- 13.2 You must only log on to our systems using your own username and password. You must not use another person's username and password or allow anyone else to log on using your username and password.
- 13.3 If you are away from your desk you should log out or lock your computer. You must log out and shut down your computer at the end of each working day.

### **14. SYSTEMS AND DATA SECURITY**

- 14.1 You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).

- 14.2 You must not download or install software from external sources without authorisation from your line manager. Downloading unauthorised software may interfere with our systems and may introduce viruses or other malware.
- 14.3 You must not attach any device or equipment including mobile phones, tablet computers or USB storage devices to our systems without authorisation from your line manager.
- 14.4 We monitor all e-mails passing through our system for viruses. You should exercise particular caution when opening unsolicited e-mails from unknown sources. If an e-mail looks suspicious do not reply to it, open any attachments or click any links in it.
- 14.5 Inform your line manager immediately if you suspect your computer may have a virus.

## **15. E-MAIL**

- 15.1 Adopt a professional tone and observe appropriate etiquette when communicating with third parties by e-mail.
- 15.2 Remember that e-mails can be used in legal proceedings and that even deleted e-mails may remain on the system and be capable of being retrieved.
- 15.3 You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate e-mails.
- 15.4 You should not:
- (a) send or forward private e-mails at work which you would not want a third party to read;
  - (b) send or forward chain mail, junk mail, cartoons, jokes or gossip;
  - (c) contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding e-mails to others who do not have a real need to receive them; or
  - (d) send messages from another person's e-mail address (unless authorised) or under an assumed name.
- 15.5 Do not use your own personal e-mail account to send or receive e-mail for the purposes of our business. Only use the e-mail account we have provided for you.

## **16. USING THE INTERNET**

- 16.1 Internet access is provided solely for business purposes.
- 16.2 You should not access any web page or download any image or other file from the internet which could be regarded as illegal, offensive, in bad taste or immoral. Even web content that is legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.
- 16.3 We may block or restrict access to some websites at our discretion.

## **17. PERSONAL USE OF OUR SYSTEMS**

We permit the incidental use of our systems to send personal e-mail, browse the internet and make personal telephone calls subject to certain conditions. Personal use is a privilege and not a right. It must not be overused or abused. We may withdraw permission for it at any time or restrict access at our discretion.

## **18. MONITORING**

- 18.1 Our systems enable us to monitor telephone, e-mail, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, your use of our systems including the telephone and computer systems (including any personal use) may be continually monitored by automated software or otherwise.
- 18.2 We reserve the right to retrieve the contents of e-mail messages or check internet usage (including pages visited and searches made) as reasonably necessary in the interests of the business, including for the following purposes (this list is not exhaustive):
- (a) to monitor whether the use of the e-mail system or the internet is legitimate and in accordance with this policy;
  - (b) to find lost messages or to retrieve messages lost due to computer failure;
  - (c) to assist in the investigation of alleged wrongdoing; or
  - (d) to comply with any legal obligation.

## **19. PROHIBITED USE OF OUR SYSTEMS**

- 19.1 Misuse or excessive personal use of our telephone or e-mail system or inappropriate internet use will be dealt with under our Disciplinary Procedure. Misuse of the internet can in some cases be a criminal offence.
- 19.2 Creating, viewing, accessing, transmitting or downloading any of the following material will usually amount to gross misconduct (this list is not exhaustive):
- (a) pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
  - (b) offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients;
  - (c) a false and defamatory statement about any person or organisation;
  - (d) material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Equal Opportunities Policy or our Anti-harassment and Bullying Policy);
  - (e) confidential information about us or any of our staff or clients (except as authorised in the proper performance of your duties);
  - (f) unauthorised software;
  - (g) any other statement which is likely to create any criminal or civil liability (for you or us); or
  - (h) music or video files or other material in breach of copyright.

## **Schedule 23 Social media policy**

### **1. ABOUT THIS POLICY**

- 1.1 This policy is in place to minimise the risks to our business through use of social media.
- 1.2 This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Google+, Wikipedia, Instagram, Vine, Tumblr and all other social networking sites, internet postings and blogs. It applies to use of social media for business purposes as well as personal use that may affect our business in any way.

### **2. PERSONAL USE OF SOCIAL MEDIA**

Personal use of social media is never permitted during working hours or by means of our computers, networks and other IT resources and communications systems.

### **3. PROHIBITED USE**

- 3.1 You must avoid making any social media communications that could damage our business interests or reputation, even indirectly.
- 3.2 You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.
- 3.3 You must not express opinions on our behalf via social media, unless expressly authorised to do so by your manager. You may be required to undergo training in order to obtain such authorisation.
- 3.4 You must not post comments about sensitive business-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.
- 3.5 The contact details of business contacts made during the course of your employment are our confidential information. On termination of employment you must provide us with a copy of all such information, delete all such information from your personal social networking accounts and destroy any further copies of such information that you may have.

3.6 Any misuse of social media should be reported to the Human Resources Department.

#### **4. GUIDELINES FOR RESPONSIBLE USE OF SOCIAL MEDIA**

4.1 You should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal e-mail address.

4.2 Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

4.3 If you disclose your affiliation with us on your profile or in any social media postings, you must state that your views do not represent those of your employer (unless you have been authorised to speak on our behalf). You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.

4.4 If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your manager.

4.5 If you see social media content that disparages or reflects poorly on us, you should contact your line manager.

#### **5. BREACH OF THIS POLICY**

5.1 Breach of this policy may result in disciplinary action up to and including dismissal.

5.2 You may be required to remove any social media content that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

## **Schedule 24    Drugs and Alcohol Policy**

### **1.     PURPOSE**

1.1    Being under the influence of alcohol or drugs can seriously impair an individual's judgment and reactions leading to an increased risk of accidents and injuries occurring.

1.2    The aim of this policy is to ensure the safety of all employees, workers, and visitors by having clear rules in place regarding use and possession of alcohol and drugs, and to support those who have reported a problem with alcohol or drug dependence.

1.3    For the purpose of the policy, alcohol dependence is defined as:

"The habitual drinking of intoxicating liquor by an employee, whereby the employee's ability to perform his/her duties is impaired or his/her attendance at work is interfered with, or he/she endangers the safety of others".

1.4    Drug dependence is defined as:

"The habitual taking of drugs by an employee other than drugs prescribed as medication, whereby the employee's ability to perform his/her duties is impaired, or his/her attendance at work is interfered with, or he/she endangers the safety of others".

### **2.     PRINCIPLES**

2.1    All employees and workers will be treated consistently and fairly in line with this policy

2.2    The rules on alcohol and drugs will be strictly enforced

2.3    Those who admit to having a problem with alcohol or drugs shall be fully supported by their line manager

2.4    Employees with an illness related to alcohol or drugs are encouraged to disclose this at the earliest opportunity to ensure support and help with treatment

2.5    All matters concerning alcohol and drugs shall be treated as confidential

2.6 This policy is designed to comply with relevant legislation such as the Health and Safety at Work Act 1974 and the Misuse of Drugs Act 1971

### **3. SCOPE**

3.1 All employees and workers will be treated consistently and fairly in line with this policy

3.2 The rules on alcohol and drugs will be strictly enforced

3.3 Those who admit to having a problem with alcohol or drugs shall be fully supported by their line manager

3.4 Employees with an illness related to alcohol or drugs are encouraged to disclose this at the earliest opportunity to ensure support and help with treatment

3.5 All matters concerning alcohol and drugs shall be treated as confidential

3.6 This policy is designed to comply with relevant legislation such as the Health and Safety at Work Act 1974 and the Misuse of Drugs Act 1971

### **4. RULES**

4.1 Property Support Services' Policy is that during working hours and at all times whilst on work premises employees must be free from the influence of drugs or alcohol. This will help to ensure the health and safety of employees and others with whom they come into contact, to maintain the efficient and effective operation of the business, and to ensure customers and clients receive the service they require. For those reasons, the following rules will be strictly enforced.

4.2 No employee, worker or contractor shall:

- (a) Report or try to report for work when unfit\* due to alcohol or drugs (whether illegal or not) or to substance abuse
- (b) Be in possession of alcohol or illegal drugs\*\* in the workplace
- (c) Supply others with illegal drugs\*\* in the workplace
- (d) Supply others with alcohol in the workplace, except in the course of work duties. For example client entertainment
- (e) Consume alcohol or illegal drugs or abuse any substance whilst at work

4.3 \*Whether an employee is fit for work is a matter for the reasonable opinion of management.

\*\*Illegal drugs include but are not limited to heroin, cannabis/marijuana, cocaine, ecstasy and amphetamines

4.4 In addition, employees, workers or contractors must:

- (a) Ensure they are aware of the side effects of any prescription drugs
- (b) Advise their line manager or a member of the management team immediately of any side effects of prescription drugs, which may affect work performance or the health and safety of themselves or others. For example, drowsiness

4.5 Contravention of these rules is considered gross misconduct and Property Support Services will take disciplinary action for any breach of these rules, which may include summary dismissal. In the case of agency workers or contractors, services may be terminated immediately upon a breach of these rules.

4.6 When there is reasonable belief that an individual is under the influence of alcohol or drugs on reporting for work or during the course of work, (for example if there was a strong smell of alcohol on the person's breath), they must be sent home immediately. A search may also be carried out.

4.7 In addition, possession of or dealing in illegal drugs on Company premises or site will, without exception, be reported to the Police.

## **5. HELP & SUPPORT**

5.1 Property Support Services' will endeavour to ensure that advice and help are made available to any employee who feels they have a problem with alcohol or drug misuse. In the first instance, individuals will be encouraged to seek help from their General Practitioner. Under these circumstances and with the employee's consent, it may be necessary to request a report from the individual's GP.

5.2 It may occasionally be necessary to request that the employee refrains from work temporarily, or undertakes restricted duties to ensure their own safety and that of others. Any time off will usually be unpaid.

5.3 Property Support Services may also allow additional unpaid time off for employees to obtain treatment or attend support groups.

5.4 Any employee who seeks the assistance of Property Support Services in finding treatment for a drugs or alcohol problem has the Property Support Services' complete assurance of confidentiality.

5.5 Some useful links to websites are provided below:

(a) Alcoholics Anonymous

Tel 0845 769 7555

[www.alcoholics-anonymous.org.uk](http://www.alcoholics-anonymous.org.uk)

(b) ACAD

(Advice and Counselling on Alcohol and Drugs)

[www.acad.org.uk](http://www.acad.org.uk)

(c) FRANK

Tel 0800 776 600 (24 hours)

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

(d) NHS

(Information and advice from the National Health Service)

[www.nhs.uk](http://www.nhs.uk)

## **Schedule 25 Privacy Procedure**

### **1. SCOPE**

All processing of personal data by Property Support Services (PSSG) is within the scope of this procedure

### **2. RESPONSIBILITIES**

2.1 The Data Protection Officer is responsible for ensuring that the privacy notice(s) is correct and that mechanisms exist such as having the privacy notice(s) on the company website to make all data subjects aware of the contents of this notice prior to commencing the collection of their data.

2.2 All staff that need to collect personal data are required to follow this procedure

### **3. PROCEDURE ARTICLE 12**

3.1 PSSG identifies the legal basis for processing personal data before any processing operations take place by clearly establishing, defining and documenting:

- (a) The specific purpose of processing the personal data and the legal basis to process the data under:
  - (i) Consent obtained from the data subject
  - (ii) Performance of a contract where the data subject is a party;
  - (iii) Legal obligation that PSSG is required to meet;
  - (iv) Protect the vital interests of the data subject, including the protection of rights and freedoms;
  - (v) Official authority of Organisation Name or to carry out the processing that is in the public interest;
  - (vi) Necessary for the legitimate interests of the data controller or third party, unless the processing overridden by the vital interests, including rights and freedoms;
  - (vii) National law
- (b) Any special categories of personal data processed and the legal basis to process the data under:
  - (i) Explicit consent obtained from the data subject;
  - (ii) Necessary for employment rights or obligations;

- (iii) Protect the vital interests of the data subject, including the protection of rights and freedoms
- (iv) Necessary for the legitimate activities with appropriate safeguards;
- (v) Personal data made public by the data subject;
- (vi) Legal claims;
- (vii) Substantial public interest;
- (viii) Preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, provision of health or social care treatment, or management of health and social care systems and services, under the basis the appropriate contracts with health professionals and safeguards are in place
- (ix) Public health, ensuring appropriate safeguards are in place for the protection of rights and freedoms of the data subject, or professional secrecy;
- (x) National laws in terms of processing genetic, biometric or health data

3.2 PSSG records this information in line with its data protection impact assessment and data inventory (GDPR DOC 2.4 and GDPR REC 4.4).

#### **4. PRIVACY NOTICES**

4.1 When personal data collected from data subject with consent

- (a) PSSG is transparent in its processing of personal data and provides the data subject with the following:
  - (i) PSSG's identity, and contact details of the Data Protection Officer and any data protection representatives;
  - (ii) The purpose(s), including legal basis, for the intended processing of personal data (clause 4.2 below);
  - (iii) Where relevant, PSSG's legitimate interests that provide the legal basis for the processing;
  - (iv) Potential recipients of personal data
  - (v) Any information regarding the intention to disclose personal data to third parties and whether it is transferred outside the EU. In such circumstances, PSSG will provide information on the safeguards in place and how the data subject can also obtain a copy of these safeguards;

- (vi) If PSSG is based outside of the EU and the data subject resides within it (the EU), the Company provides the data subject with contact details of a data protection representative in the EU;
  - (vii) Any information on website technologies used to collect personal data about the data subject;
  - (viii) Any other information required to demonstrate that the processing is fair and transparent
- (b) All information provided to the data subject is in an easily accessible format (PDF, email, letter using clear and plain language).
  - (c) PSSG facilitates the data subject's rights in line with the data protection policy (GDPR DOC 1.0) and the subject access request procedure (GDPR DOC 2.2)
  - (d) Privacy notice for this personal data processing is recorded (GDPR REC 4.1)

#### 4.2 When data is contractually required for processing

- (a) PSSG processes data without consent in order to fulfil contractual obligations, such as bank details to process salaries, postal addresses in order to supply products and services etc.
- (b) Privacy notice for this personal data processing is recorded on the company website, application form and recruitment portal (GDPR REC 4.1)

#### 4.3 When personal data has been obtained from a source other than the data subject

- (a) PSSG makes clear the types of information collected as well as the source of the personal data (publicly accessible sources) and provides the data subject with:
  - (i) PSSG's (data controller) identity, and contact details of the Data Protection Officer and any data protection representatives;
  - (ii) The purpose(s), including legal basis, for the intended processing of personal data
  - (iii) Categories of personal data;
  - (iv) Potential recipients of personal data;
  - (v) Any information regarding disclosing personal data to third parties and whether it is transferred outside the EU – PSSG will provide information on the safeguards in place and how the data subject can also obtain a copy of these safeguards;
  - (vi) Any other information required to demonstrate that the processing is fair and transparent

- (b) Privacy notice for this personal data processing is recorded (GDPR REC 4.1)

## 5.

5.1 PSSG provides the information stated in clauses 3 and 4 above within:

- (a) One month of obtaining the personal data, in accordance with the specific circumstances of the processing
- (b) At the first instance of communicating in circumstances where the personal data is used to communicate with the data subject;
- (c) When personal data is first disclosed in circumstances where the personal data is disclosed to another recipient

5.2 Clauses 3 and 4 above do not apply:

- (a) If the data subject already has the information;
- (b) If the provision of the above information proves impossible or would involve an excessive effort;
- (c) If obtaining or disclosure of personal data is expressly identified by Member State law; or
- (d) If personal data must remain confidential subject to an obligation of professional secrecy regulated by Member State law, including a statutory obligation of secrecy.

## Schedule 26 Privacy Notice (Personnel)

### 1. Scope

All employees (data subjects) whose personal data is collected, in line with the requirements of the GDPR.

### 2. Responsibilities

- 2.1 The Data Protection Officer is responsible for ensuring that this notice is made available to data subjects prior to PSSG processing their personal data.

### 3. Privacy notice

#### 3.1 Who are we?

PSSG is an international provider of cleaning services with a reputation for quality and service. Established over 40 years ago we have grown rapidly whilst retaining our core value of ethical entrepreneurialism. From commercial, corporate and residential we work across numerous industry sectors including the Crown Estate, retailers, property owners and managing agents.

Our Data Protection Officer can be contacted directly here:

- [Justin.quigley@pssgroup.net](mailto:Justin.quigley@pssgroup.net)
- 07939 815286

The personal data we would like to process on you is:

<b>Personal data type:</b>	<b>Source</b> (where PSSG obtained the personal data from, if it has not been collected directly from you, the data subject.
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Personal Contact Information such as mobile phone number, name and email address	This information has been provided by you after completing a PSSG application form or your employing organisation as part of the transfer of information under TUPE.
ID Documentation	Information from the IND
Work history and references (work / personal)	Information provided by you as part of the initial screening process.

The personal data we collect will be used for the following purposes:

- To facilitate your employment with PSSG
- To communicate with you whilst engaged on PSSG
- To conduct employee screening in accordance with British Standard BS 7858

Our legal basis for processing for the personal data:

- Contractual Obligation
- Legitimate Interests
- Consent

Any legitimate interests pursued by us, or third parties we use, are as follows:

- To provide fulfil our commercial objectives as a manpower provider
- To provide cleaning operatives to client sites

### 3.2 **Consent**

As stated above, the justification for processing your personal data is based on Contractual Obligations in the form of employee / employer contracts and the 'Legitimate Interests' of the business, PSSG.

Where we are asking you for sensitive personal data we will always tell you why and how the information will be used.

You may withdraw consent at any time by contacting your employer and the PSSG DPO and by following the withdrawal consent procedure GDPR DOC 2.7A.

### 3.3 Disclosure

PSSG will not pass on your personal data to third parties without first obtaining your consent. The following third parties will receive your personal data for the following purpose(s) as part of the processing activities:

Third country (non-EU)/international organisation	Safeguards in place to protect your personal data	Retrieve a copy of the safeguards in place here:
Cleanlink	Access limited to payroll staff via passwords and user permissions	Request information from the PSSG DPO.
ISO Audits	Access limited to certified auditors via password and user permissions.	Request information from the PSSG DPO.

### 3.4 Retention period

PSSG will process your personal data for the duration of the assignment on which you are engaged and your store the personal data for a maximum of 84 months following contract completion in accordance with BS 7858, or longer if retention is required for statutory reasons.

### 3.5 Your rights as a data subject

At any point while we are in possession of or processing your personal data, you, the data subject, have the following rights:

- Right of access – you have the right to request a copy of the information that we hold about you.
- Right of rectification – you have a right to correct data that we hold about you that is inaccurate or incomplete.
- Right to be forgotten – in certain circumstances you can ask for the data we hold about you to be erased from our records.
- Right to restriction of processing – where certain conditions apply to have a right to restrict the processing.
- Right of portability – you have the right to have the data we hold about you transferred to another organisation.
- Right to object – you have the right to object to certain types of processing such as direct marketing.
- Right to object to automated processing, including profiling – you also have the right to be subject to the legal effects of automated processing or profiling.
- Right to judicial review: in the event PSSG refuses your request under rights of access, we will provide you with a reason as to why. You have the right to complain as outlined in clause 3.6 below.

All of the above requests will be forwarded on should there be a third party involved (as stated in 3.4 above) in the processing of your personal data.

### **3.6 Complaints**

In the event that you wish to make a complaint about how your personal data is being processed by PSSG (or third parties as described in 3.4 above), or how your complaint has been handled, you have the right to lodge a complaint directly with the supervisory authority and PSSG's Data Protection Officer.

The details for each of these contacts are:

	Supervisory authority contact details	Data Protection contact details
Contact Name:	Information Commissioners Office (ICO)	Justin Quigley
Address line 1:		3 Basons Yard
Address line 2:		High Street
Address line 3:		Ongar
Address line 4:		Essex
Address line 5:		CM5 9AA
Email:	Website <a href="http://www.ico.org.uk">www.ico.org.uk</a>	<a href="mailto:Justin.quigley@pssgroup.net">Justin.quigley@pssgroup.net</a>
Telephone:	0303 123 1113	07939 815 286

### 3.7 Privacy statement

Read more about how and why we use your data here  
<https://static1.squarespace.com/static/55758c90e4b05ed81f119e9b/t/5a958bc7e4966bece27f1f50/1519750087086/PSS+Website+Privacy+Policy.pdf>

#### ***Document Owner and Approval***

The Data Protection Officer is the owner of this document and is responsible for ensuring that this record is reviewed in line with the review requirements of the GDPR.

A current version of this document is available to all members of staff via the PSSG HR Department, or direct from the PSSG DPO and is published annually.