

STAFF HANDBOOK

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INTRODUCTION

Welcome to Twin! All of us who work at Twin Group were once new recruits. We know how it feels in the beginning. We know that new employees have a lot of questions and thoughts. That is why this handbook is written to give you the important facts and guidelines which apply to everyone who works here.

DEFINITIONS

- 1.1 The identification of “Twin” or “Twin Group” shall also mean any Company within the Twin Group such as Twin Employment & Training Ltd, Twin Training International Ltd or Work and Volunteer.

APPLICATION

- 2.1 The purpose of this Handbook is to inform and help you, and it is expected that you will familiarise yourself with its contents. It should be read in conjunction with the Statement of Main Terms and Conditions of Employment issued to you, as it is part of your “Terms of Employment”.
- 2.2 The success of this business depends on all of us working together as a team and you are part of that team. There is no place within this organisation for any individual who adopts an “us and them” attitude. It is “our” Company and when referring to the staff we should always use the word “we”.
- 2.3 We expect everyone to understand our Values at Twin, these values help to form the main principles of everything we do at work and are:
- **Teamwork:** We promote positive, proactive and communicative relationships with all Twin's stakeholders
 - **Excellence:** We strive for the best stakeholder outcomes whilst improving our efficiency
 - **Integrity and Respect:** We are always honest, fair and respect everyone
 - **Personal Growth:** We develop our people according to their personal goals and give everyone a voice
 - **Evolution:** We are agile, welcome change and constantly seek innovation
 - **Loyalty:** We support our colleagues, our teams and the whole Twin Group family

- 2.4 It is essential and should be demonstrated that we are proud of the products we sell and the service we give to our Clients. Our future success depends upon a combined effort to achieve a common “goal” which is to develop satisfied clients.
- 2.5 It is important that you remember that whenever a client speaks to you, you are the Company and the impression you create will be the impression that client forms of Twin Group.
- 2.6 It is important to adhere to all policies and practices outline in this handbook and on the intranet, failure to do so could result in disciplinary action up to and including summary dismissal. As it remains your responsibility to familiarise yourself with the contents of this document, the company will not accept a failure to do so as a defence for failure to complying with company policies and procedures.

GENERAL PERSONNEL POLICY AND PRACTICES

- 3.1 Experienced personnel are the Company’s most valuable assets. Our policies and practices are intended to promote good employee relations. This can be done best if we promote the interests of our employees by selecting, training, developing, inspiring and retaining employees, who are capable, agreeable working companions, who like the Company, its business and its policies. Here are the guiding principles of our overall policy, we shall:
 - 3.1.1 Select applicants for employment on the basis of ability, determined by such factors as previous work experience, honesty, character, dependability, intelligence and adaptability.
 - 3.1.2 Provide fair salaries that are possible to pay under the changing economic conditions.
 - 3.1.3 Assure job security for all employees to the best of our ability.
 - 3.1.4 Provide adequate benefits for all employees.
 - 3.1.5 Maintain an active interest in the general welfare of all employees by providing communications to keep employees informed of organisation activities, the Company’s policies, objectives and programmes.
 - 3.1.6 Base promotion on merit and promote from within whenever possible.
 - 3.1.7 Ensure fair and impartial treatment of all employees by providing direct and alternative channels for the handling of suggestions or grievances.
 - 3.1.8 Provide every opportunity for self-development, training and advancement, because constant self-improvement is the key to our mutual success and your job security.
 - 3.1.9 Commit to the promotion of equality of opportunity in our employment policy, practices and procedures. We aim to be an inclusive organisation where everyone is treated with respect, dignity, and where there is equal opportunity for all. Twin values and respects the diversity of its personnel and users, and will not tolerate any form of discrimination.

PROBATIONARY PERIOD

- 4.1 During the probationary period of your employment, both you and Twin are on trial. Through this probationary period, you will be given every opportunity to prove your ability.
- 4.2 Your Line Manager will have a 1st week review meeting and 3 monthly review meetings with you in order to ensure that you:
 - a) Understand what is expected of your role
 - b) Understand in which areas you are not performing to the required standard
 - c) Are given appropriate training and support
 - d) Are given reasonable time to improve (month by month)
- 4.3 Your performance objectives, KPI's and feedback will be captured on the designated probation performance review form on PeopleHR.
- 4.4 The week before the probationary period comes to an end, your Line Manager will meet you and evaluate your performance, attendance and conduct for a final decision.
- 4.5 If successful, a letter confirming your post will be issued in coordination with Human Resources. Your Line Manager will agree future actions with you, in order to guarantee your professional development and performance.
- 4.6 If, during the probationary period, we have concerns about your performance, we may decide to dismiss with no right of appeal or we may extend your probation. This will be confirmed in writing to you.
- 4.7 This extension will not be longer than 3 months.
- 4.8 If after this extension, there is no improvement, a decision to terminate your contract with no right of appeal will be made.

PERFORMANCE MANAGEMENT

- 5.1 Twin Group will continue to support you to complete your job role duties. This includes operating a performance management system, a process aimed at contributing to the effective management of individuals and teams in order to achieve high levels of organisational performance. It allows mutual understanding of what needs to be achieved and ensures that individual effort is linked to Company objectives and strategies.
- 5.2 **Twin's performance management system comprises of:**
 - 5.2.1 A formal Performance Improvement Process (PIP)

5.2.2 Monthly 1 -1 sessions with management

5.2.3 Annual Personal Development Reviews

5.3 Formal Performance Improvement Process (PIP)

If you miss a set target/KPI for 2 month your Line Manager will meet with you to discuss the Formal Performance Improvement Process (PIP). The PIP will clearly and objectively explain why your work is not of an acceptable level; give clear details of what improvement is expected of you, and provide objectives that can be easily measured; provide a timescale for when the PIP will be reviewed, and how often; make clear what further disciplinary action there will be if you fail to improve; specify whether any support or training will be provided.

5.4 Monthly Reviews

Your Personal Development Review will be reviewed monthly between yourself and your line manager to ensure your performance is on track to meet the agreed set of objectives/KPI's by the end of the year. Details and feedback will be fully captured on PeopleHR.

5.5 Annual Personal Development Review

This will take place annually in January and will be an honest discussion between yourself and your line manager. Performance over the previous 12 months will be reviewed against the agreed set of objectives/KPI's, future aspirations discussed, objectives and development items for the following 12 months agreed. Details and feedback will be fully captured on PeopleHR.

WORKING HOURS

6.1 Working hours are as detailed in your Statement of Main Terms and Conditions of Employment. The Company reserves the right to re-arrange your working hours in order to meet special conditions, subject to normal discussions and agreement from yourself.

6.2 A variable lunch period is encouraged in offices, to allow the offices to be staffed during normal working hours and such arrangements will be made between you and Management.

TIME RECORDING

7.1 If you are required to record your working time you must use the system provided at the start and end of each period of work.

7.2 Any lateness will, at management's discretion, result in an equal deduction in your remuneration. All lateness will be recorded on our HR system.

7.3 It is an offence to falsify your working time and such action renders you liable to summary dismissal without notice. It is also an offence if your actual time worked does not agree with your recorded hours.

- 7.4 The Company reserves the right to consider any unexplained absence from the workplace as unauthorised unpaid leave, and any such abuse may also be subject to disciplinary action, up to and including summary dismissal, for proven acts of gross misconduct.

OUTSIDE DUTY

- 8.1 You may be required to work on outside duty at home or abroad subject to normal discussion and agreement.
- 8.2 Authorised travelling and other expenses incurred on outside duties will be initially approved by the Company and reimbursed on submission of the appropriate receipts.
- 8.3 You may on occasions be required to work on the Company's other sites such as Lewisham, Carshalton, Eastbourne, Bromley, Kingston, Woolwich, Wandsworth and other such permanent or temporary locations that the Company may have the use of.

HOLIDAYS AND HOLIDAY PAY

- 9.1 The holiday entitlement is 33 days per annum including public holidays for full time workers. Part time work will be calculated on a pro-rata basis i.e. per days or hours worked.
- 9.2 The holiday year is from 1st January to 31st December each year. At the end of the year, Human Resources will calculate the holiday entitlement for next year. The data will be recorded on the Company's HR system.
- 9.3 The Company will fix part of your holiday during Christmas and New Year period, details of which will be given to you each year.
- 9.4 The Company reserves the right to block out months when holidays may not be taken, this will be detailed in your contract.
- 9.5 Holiday periods must be agreed 4 weeks in advance with management.
- 9.6 No more than 10 days or two consecutive working weeks may be taken as holiday.
- 9.7 Holidays cannot be taken in several of the TTI departments between July and the first two weeks of August.
- 9.8 Managers have the authority to recommend holiday periods with their staff to benefit the seasonality of the business.
- 9.9 No holidays should be booked until the holiday period has been agreed.
- 9.10 The holiday balance will not be carried forward to the next holiday year and no payment in lieu of holiday entitlement will be made except on leaving the Company in respect of the current holiday year.

- 9.11 Should you leave the Company, for whatever reason, your full entitlement to paid holiday will be calculated on a pro rata basis per completed week of service less any holiday entitlement taken during the holiday year. If the holiday taken exceeds your holiday entitlement, then by acceptance of this Handbook of Company Procedures as part of your terms and conditions of employment, you accept that the Company has the right to deduct payments made in excess of holiday pay entitlement from any money owing to you at the time of your leaving.

MATERNITY PROVISIONS

Antenatal Care

- 10.1 Irrespective of length of service, employees are entitled to reasonable time off with pay to receive antenatal care providing such time off is requested. Second and subsequent visits must be supported by evidence of an appointment.

Maternity Leave

- 10.2 All employees are entitled to take up to 52 weeks maternity leave, the first 26 weeks being referred to as 'Ordinary Maternity Leave' and the second 26 weeks as 'Additional Maternity Leave'. It is compulsory that two weeks of maternity leave is taken immediately after the birth of the child.

Notification

- 10.3 No later than the 15th week before their Expected Week of Confinement (EWC) employees must provide the following information to the company:
- a) The fact that they are pregnant.
 - b) The expected week of childbirth.
 - c) A medical certificate confirming the pregnancy and EWC.
 - d) Written notification of the date they intend to start their leave.
- 10.4 Any change to the date given must be given at least 28 days before the new date.
- 10.5 Employees who wish to return before the end of their maternity leave must give at least eight weeks' notice of their intention.
- 10.6 Employees who fall pregnant shall, for their personal benefit and that of their unborn child, be subject to a New and Expectant Mother's Risk Assessment with Human Resources. Its purpose is to ensure working conditions do not impact on the pregnancy.

Statutory Maternity Pay

Qualification

- 10.7 Employees who are employed during the 15th week (the Qualifying Week) before the expected week of childbirth (EWC), will be entitled to receive Statutory Maternity Pay (SMP), provided their earnings are more than the lower earnings limit for the payment of National Insurance contributions.
- 10.8 SMP will be paid for up to 39 weeks, commencing at the start of maternity leave which can start any time after the 11th week before the EWC. The first six weeks will be paid at the higher rate, which is 90% of the employee's weekly earnings (calculated at an average of the eight weeks preceding the Qualifying Week). The remaining 33 weeks will be paid at the lower rate of SMP in line with the statutory rates, or 90% of the employee's average earnings, whichever is the lower.
- 10.9 Employees must notify the company of when they expect SMP to commence at least 28 days before that date or, if this is not reasonably practicable, as soon as is reasonably practicable and provide a copy of their Maternity Certificate when available.
- 10.10 Employees with under 26 weeks' service at the Qualifying Week (QW) will be issued with form SMP1, which they should submit to their local Social Security Office who will pay Maternity Allowance.
- 10.11 Employees on maternity leave may attend work for up to 10 days during that period for the purposes of keeping in touch, subject to the agreement of the Employer.

Sickness trigger

- 10.11 Maternity leave will start automatically if you are absent from work for a pregnancy related illness during the four weeks before the start of you EWC, regardless of when you have said you actually want to start your maternity leave.

Additional Maternity Leave

- 10.12 The second 26 weeks of maternity leave are Additional Maternity Leave (AML). AML begins when Ordinary Maternity Leave (OML) finishes. You will be entitled to this leave regardless of how long you have worked for Twin.
- 10.13 Statutory Maternity Pay or Maternity Allowance are payable, for those who qualify, for the first 39 weeks of maternity leave, so the first 13 weeks of AML may be paid. The remainder, if you take it, will be unpaid leave.
- 10.14 During AML you are entitled to all the contractual rights that you would have received if you had not been on leave. These are the Company implied obligation of trust and confidence and of any terms and conditions of your employment relating to notice of the termination of the employment contract by the Company, compensation in the event of redundancy, or disciplinary and grievance procedures, etc.
- 10.15 A pregnant employee has the right to ordinary maternity leave and additional maternity leave. At the end of her ordinary maternity leave, she is entitled to return to her original job. At the

end of her additional leave, she should still be able to return to her original job, but if this is not reasonably practicable, to a suitable alternative job. During maternity leave, she may work and be paid as usual for up to 10 'Keeping in Touch days'.

- 10.16 You are bound, by your implied obligation to the Company of good faith and Terms and Conditions of your employment relating to, notice periods for the termination of the employment contract, the disclosure of confidential information, the acceptance of gifts or other benefits and your non participation in any other business.

Return to Work

- 10.17 Employees who want to return to work before the end of their full maternity leave period must give the Company 8 weeks' notice of the date they intend to return. Without 8 weeks' notice the Company is entitled to postpone your return to a date such as will secure 8 weeks' notice. The Company is under no contractual obligation to pay remuneration until the date to which the return was postponed if you return to work before that date, provided that the Company has previously notified you of the return date in reply to the notification to take the leave.
- 10.18 Those who intend to return to work at the end of their full maternity leave entitlement will not have to give any further notification to the Company. When you return from an isolated period of leave, or the last of two or more consecutive periods of statutory leave, which did not include any period of additional adoption leave or additional maternity leave or a period of parental leave of more than four weeks, you have the right to return to the same job on the same Terms and Conditions of Employment that you were employed on before your leave.
- 10.19 An employee returning from additional maternity or adoption leave is entitled to return from leave to the job in which they were employed before their absence, on the same Terms and conditions of Employment that they were employed on before their leave or, if it is not reasonably practicable for the Company to permit them to return to that job, to another job which is both suitable for them and appropriate for them to do in the circumstances on terms and conditions which are no less favourable than the original job.

Keeping in Touch

- 10.20 Before going on leave, you and the Company will discuss and agree any voluntary arrangements for keeping in touch during your maternity leave including:
- 10.20.1 Any arrangements that you may find helpful to help you keep in touch with developments at work and, nearer the time of her return, to help facilitate your return to work;
- 10.20.2 Keeping the Company in touch with you on any developments that may affect your intended date of return.

ADOPTION LEAVE

11.1 Qualifying employees who have been matched with a child may take up to 52 weeks adoption leave, and may be entitled to 39 weeks of statutory adoption pay. If a couple jointly adopt a child, one may take adoption leave and the other parent may be able to take paternity leave or shared parental leave.

Ordinary Adoption Leave

11.2 Ordinary Adoption Leave (OAL) may be taken for a period of 26 weeks and only one person may take adoption leave in respect of a child at any time. Ordinary adoption leave will normally be paid leave. An employee can choose when the period of leave should begin, from the date of the child's placement or from a fixed date, which can be up to 14 days before the expected date of placement. Leave can start on any day of the week.

11.3 An employee is required to inform the Company of your intention to take OAL no more than 7 days after the date on which the adopter is notified of having been matched with the child. You must give the following information:

11.3.1 The date on which the child is expected to be placed with the adopter.

11.3.2 When you want to start your leave.

11.4 You will have a response within 28 days setting out the date on which the Company expects you to return to work if the full entitlement to adoption leave is taken.

11.5 Should circumstances change and you wish to change as to when you want to start your leave you will have to tell the Company at least 28 days in advance.

Statutory Adoption Pay

11.6 You will have to inform the Company at least 28 days in advance, the date you expect any payments of Statutory Adoption Pay (SAP) to start.

11.7 During OAL, you are entitled to have your normal terms and conditions of employment honoured, with the exception for terms relating to remuneration.

11.8 During adoption leave, most adopters will be entitled to Statutory Adoption Pay (SAP), which is paid for up to 39 weeks. The rate of Statutory Adoption Pay will be the same as the standard rate of Statutory Maternity Pay, or 90% of average weekly earnings if this is less than the current rate for SAP. You will have to give the Company documentary evidence of your entitlement to SAP.

11.9 This evidence is a "Matching Certificate" which you will get from their adoption agency. This certificate will include basic information on matching and expected placement dates.

11.10 Adopters who have average weekly earnings below the Lower Earnings Limit for National Insurance Contributions will not qualify for SAP. Employees who do not qualify for SAP, may

be able to get Income Support while on paternity leave, this obviously is dependent on your circumstances and will need to be investigated by yourself.

Additional Adoption Leave

- 11.11 An employee who has completed a period of OAL is also eligible for 26 weeks additional adoption leave (AAL). This makes a total of up to 52 weeks' leave.
- 11.12 During AAL you are entitled to all the contractual rights that you would have received if you had not been on leave. These are the Company implied obligation of trust and confidence and of any terms and conditions of your employment relating to notice of the termination of the employment contract by the Company, compensation in the event of redundancy, or disciplinary and grievance procedures, etc.
- 11.13 You are bound, by your implied obligation to the Company of good faith and Terms and Conditions of your employment relating to, notice periods for the termination of the employment contract, the disclosure of confidential information, the acceptance of gifts or other benefits and your non participation in any other business.

Return to Work

- 11.14 Employees who want to return to work before the end of their adoption leave period must give the Company 8 weeks' notice of the date they intend to return. Without 8 weeks' notice the Company is entitled to postpone their return to a date such as will secure 8 weeks' notice. The Company is under no contractual obligation to pay remuneration until the date to which the return was postponed if you return to work before that date, provided that the Company has previously notified you of the return date in reply to the notification to take the leave.
- 11.15 Those who intend to return to work at the end of their full adoption leave entitlement will not have to give any further notification to the Company. When you return from an isolated period of leave, or the last of two or more consecutive periods of statutory leave, which did not include any period of additional maternity leave or additional adoption leave or a period of parental leave of more than four weeks, you have the right to return to the same job on the same Terms and Conditions of Employment that you were employed on before your leave.
- 11.16 An employee returning from additional adoption or maternity leave is entitled to return from leave to the job in which they were employed before their absence, on the same Terms and Conditions of Employment that they were employed on before their leave or, if it is not reasonably practicable for the Company to permit them to return to that job, to another job which is both suitable for them and appropriate for them to do in the circumstances on terms and conditions which are no less favourable than the original job.

Keeping in Touch

11.17 Before going on leave, you and the Company will discuss and agree any voluntary arrangements for keeping in touch during your maternity leave including:

11.17.1 Any arrangements that you may find helpful to help you keep in touch with developments at work and, nearer the time of her return, to help facilitate your return to work;

11.17.2 Keeping the Company in touch with you on any developments that may affect your intended date of return.

PATERNITY AND ADOPTION LEAVE

12.1 If you are a father to be or will share the responsibility with a partner for bringing up a child, you will have the right to Statutory Paternity Leave and Pay. This includes adoptive fathers-to-be.

12.2 To qualify you will have worked continuously for 26 weeks ending with the 15th week before the baby is due, or the end of the week in which the child's adopter is notified of being matched with the child.

12.3 Paternity leave is available to employees who:

12.3.1 Have or expect to have responsibility for the child's upbringing

12.3.2 Are the biological father of the child or the mother's husband or partner and

12.3.3 Have worked continuously for their employer for 26 weeks ending with the 15th week before the baby is due or the end of the week in which the child's adopter is notified of being matched with the child.

12.4 Those who are eligible can choose to take either one week or two consecutive weeks' paid paternity leave (not odd days).

Natural Children

12.5 Employees are required to inform the Company of their intention to take paternity leave by the 15th week before the baby is expected. The information required is:

12.6 The week the baby is due

12.7 Whether you wish to take one or two weeks' leave

12.8 When you want your leave to start.

Adopted Children

- 12.9 You will be required to inform the Company of your intention to take paternity leave no later than 7 days after the date on which the adopter is notified of having been matched with the child. You must give the following information:
- 12.10 The date on which the adopter was notified of having been matched with the child.
- 12.11 The date on which the child is expected to be placed with the adopter.
- 12.12 Whether they wish to take one or two weeks' leave
- 12.13 When they want their leave to start.

Statutory Paternity Pay

- 12.14 Employees will have to tell the Company the date they expect any payments of Statutory Paternity Pay (SPP) to start at least 28 days in advance, again unless this is not reasonably practicable.
- 12.15 During paternity leave, eligible employees will be entitled to SPP, for either one or two consecutive weeks. The rate of SPP will be the same as the standard rate of Statutory Maternity Pay, or 90% of average weekly earnings if this is less than the current rate for SPP. Employees who do not qualify for SPP, may be able to get Income Support while on paternity leave, this obviously is dependent on your circumstances and will need to be investigated by yourself.
- 12.16 Employees will have to give the Company a completed self-certificate as evidence of their entitlement to SPP. By providing a completed self-certificate, Inland Revenue form SC3. Employees will be able to satisfy both the notice and evidence conditions for paternity leave and pay.
- 12.17 If you are not eligible for SPP then you will be informed on the Inland Revenue form SPP1 as to why SPP is refused.
- 12.18 During paternity leave you are entitled to have your normal terms and conditions of employment honoured, with the exception for terms relating to remuneration.

SHARED PARENTAL LEAVE POLICY

- 13.1 Shared Parental Leave enables eligible employees to choose how to share the care of their child during the first year of birth or adoption. Its purpose is to give parents more flexibility in considering how to best care for, and bond with, their child. All eligible employees have a statutory right to take Shared Parental Leave. There may also be an entitlement to some Shared Parental Pay. This policy sets out the statutory rights and responsibilities of employees who wish to take statutory Shared Parental Leave (SPL) and statutory Shared Parental Pay (ShPP).

- 13.1.1 The Company recognises that, from time to time, employees may have questions or concerns relating to their shared parental rights. It is the Company's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. Employees should clarify the relevant procedures with the HR Department to ensure that they are followed.
- 13.2 SPL can only be used by two people:
- The mother/adopter and
 - One of the following:
 - the father of the child (in the case of birth) or
 - The spouse, civil partner or partner of the child's mother/ adopter.
- 13.3 Both parents must share the main responsibility for the care of the child at the time of the birth/placement for adoption.
- 13.4 Additionally an employee seeking to take SPL must satisfy each of the following criteria:
- 13.4.1 The mother/adopter of the child must be/have been entitled to statutory maternity/adoption leave or if not entitled to statutory maternity/adoption leave they must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have ended or given notice to reduce any maternity/adoption entitlements;
- 13.4.2 The employee must still be working for the Company at the start of each period of SPL;
- 13.4.3 The employee must pass the 'continuity test' requiring them to have a minimum of 26 weeks' service at the end of the 15th week before the child's expected due date/matching date;
- 13.4.4 Both the employee and the employee's partner must meet the 'employment and earnings test' requiring them in the 66 weeks leading up to the child's expected due date/matching date have worked for at least 26 weeks and earned an average of at least £120 (this is correct as of 2020 but may change annually) a week in any 13 of those weeks;
- 13.4.5 The employee must correctly notify the Company of their entitlement and provide evidence as required.
- 13.5 Eligible employees may be entitled to take up to 50 weeks SPL during the child's first year in their family. The number of weeks available is calculated using the mother's/adopter's entitlement to maternity/adoption leave, which allows them to take up to 52 weeks' leave. If they reduce their maternity/adoption leave entitlement then they and/or their partner may opt-in to the SPL system and take any remaining weeks as SPL.

- 13.5.1 A mother/adopter may reduce their entitlement to maternity/adoption leave by returning to work before the full entitlement of 52 weeks has been taken, or they may give notice to curtail their leave at a specified future date.
- 13.5.2 If the mother/adopter is not entitled to maternity/adoption leave but is entitled to Statutory Maternity Pay (SMP), Statutory Adoption Pay (SAP) or Maternity Allowance (MA), they must reduce their entitlement to less than the 39 weeks. If they do this, their partner may be entitled to up to 50 weeks of SPL. This is calculated by deducting from 52 the number of weeks of SMP, SAP or MA taken by the mother/adopter.
- 13.6 SPL can commence as follows:
 - 13.6.1 The mother can take SPL after she has taken the legally required two weeks of maternity leave immediately following the birth of the child
 - 13.6.2 The adopter can take SPL after taking at least two weeks of adoption leave
 - 13.6.3 The father/partner/spouse can take SPL immediately following the birth/placement of the child, but may first choose to exhaust any paternity leave entitlements (as the father/partner cannot take paternity leave or pay once they have taken any SPL or ShPP).
 - 13.6.4 Where a mother/adopter gives notice to curtail their maternity/adoption entitlement then the mother/adopter's partner can take leave while the mother/adopter is still using their maternity/adoption entitlements.
 - 13.6.5 SPL must end no later than one year after the birth/placement of the child. Any SPL not taken by the first birthday or first anniversary of placement for adoption is lost.
- 13.7 An employee considering/taking SPL is encouraged to contact HR department to arrange an informal discussion as early as possible regarding their potential entitlement, to talk about their plans and to enable the company to support the individual.
- 13.8 In addition to notifying the employer of entitlement to SPL/ShPP, an employee must also give notice to take the leave. In many cases, notice to take leave will be given at the same time as the notice of entitlement to SPL. The employee must book SPL by giving the correct notification at least eight weeks before the date on which they wish to start the leave and (if applicable) receive ShPP.
- 13.9 Upon receiving a leave booking notice the HR department will usually arrange a meeting to discuss it. Where a notice is for a single period of continuous leave, or where a request for discontinuous leave can without further discussion be approved in the terms stated in the employee's notice booking leave, a meeting may not be necessary. Once the HR department receives the leave booking notice, it will be dealt with as soon as possible, but a response will be provided no later than the 14th day after the leave request was made.

- 13.10 The employee is permitted to vary or cancel an agreed and booked period of SPL, provided that they advise the Company in writing at least eight weeks before the date of any variation. Any new start date cannot be sooner than eight weeks from the date of the variation request.
- 13.11 Eligible employees may be entitled to take up to 37 weeks ShPP while taking SPL. The amount of weeks available will depend on the amount by which the mother/adopter reduces their maternity/adoption pay period or maternity allowance period.

Shared Paternity Pay

- 13.12 ShPP may be payable during some or all of SPL, depending on the length and timing of the leave.

In addition to meeting the eligibility requirements for SPL, an employee seeking to claim ShPP must further satisfy each of the following criteria:

The mother/adopter must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have reduced their maternity/adoption pay period or maternity allowance period;

The employee must intend to care for the child during the week in which ShPP is payable;

The employee must have an average weekly earnings for the period of eight weeks leading up to and including the 15th week before the child's expected due date/matching date are not less than the lower earnings limit in force for national insurance contributions;

The employee must remain in continuous employment until the first week of ShPP has begun;

The employee must give proper notification in accordance with the rules set out below.

- 13.13 Where an employee is entitled to receive ShPP they must, at least eight weeks before receiving any ShPP, give their line manager written notice advising of their entitlement to ShPP. To avoid duplication, if possible, this should be included as part of the notice of entitlement to take SPL.

Any ShPP due will be paid at a rate set by the Government for the relevant tax year.

- 13.14 During the period of SPL, the employee's contract of employment continues in force and they are entitled to receive all their contractual benefits, except for salary. In particular, any benefits in kind (such as use of a company car, laptop, mobile phone and gym membership) will continue and contractual annual leave entitlement will continue to accrue.
- 13.15 SPL is granted in addition to an employee's normal annual holiday entitlement. Employees are reminded that holiday should wherever possible be taken in the year that it is earned. Where an SPL period overlaps two leave years the employee should consider how their annual leave entitlement can be used to ensure that it is not untaken at the end of the employee's holiday year.

Keeping in Touch

- 13.16 Before an employee's SPL begins, the Company will discuss the arrangements for them to keep in touch during their leave. The Company reserves the right in any event to maintain reasonable contact with the employee from time to time during their SPL. This may be to discuss the employee's plans to return to work, to ensure the individual is aware of any possible promotion opportunities, to discuss any special arrangements to be made or training to be given to ease their return to work or simply to update them on developments at work during their absence.
- 13.17 An employee can agree to work for the Company (or attend training) for up to 20 days during SPL without bringing their period of SPL to an end or impacting on their right to claim ShPP for that week. These are known as "Shared Parental Leave in Touch" or "SPLIT" days. Any work carried out on a day or part of a day shall constitute a day's work for these purposes.
- 13.18 The Company has no right to require the employee to carry out any work, and is under no obligation to offer the employee any work, during the employee's SPL. Any work undertaken is a matter for agreement between the Company and the employee. An employee taking a SPLIT day will receive full pay for any day worked. If a SPLIT day occurs during a week when the employee is receiving ShPP, this will be effectively 'topped up' so that the individual receives full pay for the day in question. Any SPLIT days worked do not extend the period of SPL.
- 13.19 An employee, with the agreement of the Company, may use SPLIT days to work part of a week during SPL. The Company and the employee may use SPLIT days to affect a gradual return to work by the employee towards the end of a long period of SPL or to trial a possible flexible working pattern.
- 13.20 The employee will have been formally advised in writing by the Company of the end date of any period of SPL. The employee is expected to return on the next working day after this date, unless they notify the Company otherwise. If they are unable to attend work due to sickness or injury, the Company's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

Return to Work

- 13.21 If the employee wishes to return to work earlier than the expected return date, they may provide a written notice to vary the leave and must give the Company at least eight weeks' notice of their date of early return. This will count as one of the employee's notifications. If they have already used their three notifications to book and/or vary leave then the Company does not have to accept the notice to return early but may do if it is considered to be reasonably practicable to do so.
- 13.22 On returning to work after SPL, the employee is entitled to return to the same job if the employee's aggregate total statutory maternity/paternity/adoption leave and SPL amounts to 26 weeks or less, he or she will return to the same job. The same job is the one they occupied

immediately before commencing maternity/paternity/adoption leave and the most recent period of SPL, on the same terms and conditions of employment as if they had not been absent.

- 13.23 If their maternity/paternity/adoption leave and SPL amounts to 26 weeks or more in aggregate, the employee is entitled to return to the same job they held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is both suitable and appropriate and on terms and conditions no less favourable.
- 13.24 If the employee also takes a period of unpaid parental leave of 4 weeks or less this will have no effect on the employee's right to return and the employee will still be entitled to return to the same job as they occupied before taking the last period of leave if the aggregate weeks of maternity/paternity/adoption and SPL do not exceed 26 weeks.
- 13.25 If a parent takes a period of 5 weeks of unpaid parental leave, even if the total aggregate weeks of maternity/paternity/adoption and SPL do not exceed 26 weeks, the employee will be entitled to return to the same job they held before commencing the last period of leave or, if this is not reasonably practicable, to another job which is suitable and appropriate and on terms and conditions no less favourable.
- 13.26 In certain situations an employee's rights and requirements regarding SPL and ShPP may change. In these circumstances the Company will abide by any statutory obligations and an employee should refer to the documents listed below and/or clarify any issues or queries with HR department.

Parental Leave

- 14.1 Employees who have completed one year's service with the Company are eligible to take unpaid parental leave. The leave must be for the caring of your child. Both Mothers and Fathers are entitled to take Parental Leave according to the following circumstances.
 - 14.1.1 In adoption cases, where the date of placement is on or after 15th December 1999, for five years after the child is first placed with the family for adoption or until the child's 18th birthday if that comes sooner.
 - 14.1.2 In the case of a child with a disability, up until the child's 18th birthday (for the purposes of parental leave, a disabled child is one for whom disability living allowance has been awarded)
- 14.2 During the first five years from the birth of each child each parent can take 13 weeks parental leave. If twins were born each parent would get 13 weeks leave for each child. This is extended to 18 weeks if the child is disabled as defined above.

- 14.3 The 13 weeks are taken in blocks or multiples of one week up to a maximum of four weeks in any one year in respect of any individual child. Parents of disabled children can take leave in blocks or multiples of one day.
- 14.4 Employees must give a minimum 21 days' notice in writing for Parental Leave. Stating your reason for the leave, when you wish to start your leave and the duration of the leave requested. Where you are an 'expectant father' and wish to take leave when your child is born a copy of the Certificate Mat B1 must be supplied with your application for Parental Leave.
- 14.5 Parental Leave can be postponed for up to six months where the business would be particularly disturbed if the leave is taken at the time requested. Leave will not be postponed when the Employee gives notice to take it immediately after the time the child is born or is placed with the family for adoption.
- 14.6 At the end of Parental Leave of four weeks or less an employee has the right to return to the same job as before.

TIME OFF FOR EMERGENCIES INVOLVING DEPENDANTS

- 14.7 All staff are entitled to take reasonable, unpaid time off for emergencies involving dependants regardless of length of service. This right is to enable you to deal with an unexpected or sudden problem involving a dependant and make any necessary longer-term arrangements. What is classed as "reasonable" will vary depending on the particular circumstance.
- 14.8 Dependants are:
 - a) A spouse of the employee
 - b) A child of the employee
 - c) A parent of the employee
 - d) A person who lives in the same household as the employee that is not his employee, tenant, lodger or border.
 - e) A person, who doesn't live in the same household as the employee but relies on the employee when they are ill, injured or in need of care.
- 14.9 Where it is possible you must give the Company, as much notice as you can where time off is required to deal with emergencies involving dependants. However, where it is not possible to give prior notice then you must ensure the Company is notified of the reason for your absence as soon as possible on the first day of that absence.
- 14.10 Upon your return you must report to your Manager immediately and complete an Absence Form in their presence, giving the reason for the time off. The Company reserves the right to make such enquires as are reasonably necessary in order to ensure that the right to time off for emergencies is not abused.

- 14.11 Failure to notify the Company of absence and the reason for that absence in accordance with the above rules will be regarded as unauthorised absence. Unauthorised absence will be considered to be misconduct and may result in disciplinary action.

FLEXIBLE WORKING

Right to Request Flexible Working

- 15.1 Under certain circumstances you may have the statutory right to request flexible working, i.e. change in your working hours, working times or workplace (home-working). If the change is agreed it becomes a permanent change to your terms and conditions. You have no right, however, to revert back to your previous pattern of work when the circumstances change.

In order to be eligible to apply, you must have 26 weeks continuous employment

- 15.2 All requests for flexible working will be seriously considered. The request must be made in writing specifying its purpose, what flexible pattern you are proposing, detailing how you think any adverse effect on the Company can be dealt with and how they meet the eligibility criteria. Any such request should be made to your immediate Line Manager in the first instance.

The procedure for dealing with the request will include:

- a) Holding a meeting to discuss the request with you within 28 days
- b) Providing a written notice of the decision within 14 days of the meeting
- c) If the application is refused, the details of grounds for refusal and explanation will be provided
- d) If the request is to be declined, it must be on one of the eight specified operation criteria, i.e. cost, customer service, effect on staff, recruitment difficulties, quality, performance, insufficient work at those times or planned structural changes.
- e) Providing a right to appeal and arrange it, if requested
- f) Providing the right to be accompanied by a fellow worker
- g) Only 1 request for flexible working can be made in any 12 month period regardless of whether the initial request was granted or declined.

Remember: It is a right to request, not a right to demand and receive

- 15.3 This is a very brief summary and if you need further information about this policy, please refer to PeopleHR.

LEAVE DURING WORKING HOURS

- 16.1 If you wish to leave work during working hours, you must obtain permission from your immediate Supervisor. If you are required to record your working time you must clock off at the time of leaving work and, if appropriate, clock on at the time of returning to work.

- 16.2 The Manager may exercise discretion in authorising a specific period of leave with or without pay, or agree to annual holiday being taken at short notice to cover the absence required. Where the circumstances are of a private and confidential nature, such confidentiality will be respected.

Doctor, Hospital, Optician and Dental Appointments

- 16.3 Employees are actively encouraged to arrange these appointments outside their normal working hours. If this is impossible, a reasonable amount of time will be granted either at the start or end of their day, in order to cause as little disruption as possible to their normal working day.

Bereavement Leave

- 16.4 In the event of death of a relative, the Company recognizes that you will need to take bereavement leave, which will not be deducted from your annual leave entitlement. The numbers of days you may take are as follows:
- a) 5 days for death of a spouse, child or parent
 - b) 1 day for death of any other relative
- 16.5 You should notify your Manager that you require bereavement leave stating your relationship to the deceased and day(s) you will not be able to work. Each individual case will be treated on its own merits, although wherever reasonable the above guidelines will be followed.

Attendance for Judicial Purposes

- 16.6 If called for Jury service or as a witness, you should make a full claim on the authorities for loss of earnings and expenses as your salary will not continue to be paid during the period you are required to attend.
- 16.7 The Company may at its discretion make a payment to the staff member to cover any shortfall in the compensation from the judicial authority for loss of earnings and that which they would have received had they been at work. Any payment that is made is made purely at the discretion of management and shall reflect the commitment to the Business of the individual concerned. No one payment shall set a precedent for any future payment for the individual or any other person.

ABSENCES AND SICKNESS

17.1 When personal circumstances prevent you from attending work or having to self-isolate from workplace, you must notify your Manager at the earliest possible opportunity to discuss the reasons for the absence.

Absences and Absences due to Sickness (Including Coronavirus) procedure

17.2 You must ensure the Company is notified, either by you or someone on your behalf, of the reason for your absence half an hour before your normal start time on the first day of that absence. You must keep your line manager updated on how you are progressing and how long you expect to be away, even if this means calling in every day of your absence. You must call the office and speak to your manager, it is not appropriate to email or send a text.

17.3 The ideal person to receive the absence notification is your line manager, as he or she needs to check with you whether there is any specific work that needs to be covered or rearranged.

17.4 Where it is not possible to speak to him/her, the next best contact is the HR department, as they will be able to record the absence and the reason, and pass the information as soon as possible to the line manager.

17.5 If neither of these two options is available, you should leave a message with reception or with a colleague, but only to say they are unable to come to work. The reasons and any other aspect of the absence can be followed up later by the line manager or the HR department.

17.6 Staff are not expected to ask about the reason for absence if they take the message.

17.7 If you have been off work sick for seven days or less you are required to confirm that you've been ill. You can do this by filling in a Self - Certification Form when you return to work.

17.8 Your line manager should have a 'Return to work meeting' with you when you return to work (regardless if you have been absent for one day or longer). This meeting should be informal and brief. These meetings are meant to:

- a) Welcome you back
- b) Check you are well enough to be at work
- c) Update you on any news while you were off
- d) Identify the cause of the absence (fill in a Self - Certification Form or the general Absence Form - when the absence is not related to the employee's health)
- e) Discuss any help we can provide you with to ease your return to work
- f) Decide whether the sickness is work related and whether there's anything we can do to help

- 17.9 If the reason for your absence is of a highly confidential nature and you do not wish to state this in writing to your line manager, you may request to see a Director or HR representative.
- 17.10 If you have been off sick for more than seven days from work you will need to get a Statement of Fitness to Work (fit note) from your GP or the doctor that treated you in hospital.
- 17.11 The fit note allows your doctor to provide you with more information on how your condition affects your ability to work. It may suggest ways in which you can return to work, for example, changes to your working hours or different duties for a temporary time. This will help us to understand how we might be able to help you return to work sooner.
- 17.12 A record of patterns in the days of the week taken off and the number of sick days taken in the year will be recorded and kept secure in your personnel file.
- 17.13 Failure to provide certificates in time could also result in Statutory Sick Payments being delayed.
- 17.14 Should you fail to notify the Company of absence and the reason for that absence in accordance with the above rules, or to complete the 'Self-certification Form', the 'Absence Form' or provide false information, or fail to supply a 'Statement of Fitness to Work' for any absence exceeding 7 continuous days, then your absence will be regarded as unauthorised absence. Unauthorised absence will be considered to be misconduct and result in disciplinary action taken against you.

Conduct during absence due to sickness or injury

- 17.15 You are expected to return to fitness and work as soon as possible. The Company would not expect anyone absent from work due to sickness or injury to:
 - 17.15.1 Participate in sports, hobbies or social activities inconsistent with the alleged illness or injury or which could aggravate it and delay recovery.
 - 17.15.2 Undertake any other employment paid or unpaid.
 - 17.15.3 Engage in any work around the house in terms of home improvements or building and similar activity which are inconsistent with the alleged illness or injury or which could aggravate it and delay recovery.
 - 17.15.4 Engage in any other activity inconsistent with your alleged illness or injury.
- 17.16 These are just examples and are not exclusive reasons for doubting Fitness certificates.

Sick Pay Scheme

- 17.17 The Company operates the Statutory Sick Pay (SSP) Scheme. The weekly rate for SSP is £96.35 for up to 28 weeks. Absences due to sickness (except coronavirus) are not paid until the start of the qualifying period (day 4). Although in certain circumstances the Company may exercise its discretion and pay for these periods of absence, except for any entitlement under the

Statutory Sick Pay Scheme for which the qualifying days will be the days you are required to work.

- 17.18 Absences due to coronavirus, both sickness and self-isolation, are paid from the first “qualifying day” an employee is off work, as long as they are off for at least 4 days in a row. This includes non-working days.
- 17.18 A qualifying day is a day on which the employee would normally be at work - so for people who work Monday to Friday, sickness over the weekend does not count towards the qualifying days.
- 17.19 Statutory Sick Pay (SSP) will be paid once the employee reaches the period of incapacity for work (PIW) of 3 days or more. The 4th day of incapacity being the first day counted for Statutory Sick Pay.
- 17.20 SSP is subject to tax and NICs.
- 17.21 The payments will be made at the same time you normally are paid - so for example for monthly-paid employees, this will be paid on the last working day of the month.
- 17.22 Twin will stop paying SSP when the employee's incapacity for work ends. For example, when they return to work, stop sending doctor's certificates or after the 28 weeks SSP allowance. In addition, the Company doesn't pay SSP for any day after:
- a) The employee's contract ends
 - b) The employee has been due 28 weeks' SSP in a 'period of incapacity for work' (PIW)
 - c) The employee's linked PIW has run for three years
 - d) A female employee's disqualifying period related to pregnancy begins
 - e) The employee is taken into custody
 - f) The employee goes outside the UK, and Twin's liability to pay Class 1 NICs ceases
 - g) The employee dies
- 17.23 Part-time employees, earning the same as or more than the lower earnings limit (Currently £118 per week, calculated over at least eight weeks up to the most recent normal pay day); qualify for SSP at the normal weekly rate. SSP is payable at the full rate, not pro rata for part time workers.
- 17.24 Agency workers with a fixed-term contract of more than three months will be also entitled to SSP.
- 17.25 The Company operates the Bradford Factor to calculate absence rates.

Absence can be disruptive and costly to the Company, therefore, as a result of high levels of absence in certain areas, the Company operates a system for the monitoring and controlling

of absence and lateness. This system will be linked to the existing disciplinary procedure. This system in no way seeks to penalise genuine sickness absence, but it does introduce a transparent and fair means of dealing with frequent incidents of absence.

It is calculated by taking the number of incidents, squaring that number and then multiplying it by the total number of days absent. The formula is:

Incidents of absence x incidents of absence x total number of days absent

This system is based on the “Bradford Factor”, which is a formula that measures absence in a manner that gives more weight to frequency of absence than to the total number of days of absence. The system works as follows:

The formula $S \times S \times D$ is used to calculate the absence points for an employee.

Where S equals the number of spells of absence in the last 52 weeks, D equals the number of shifts of absence in the last 52 weeks.

Examples:

1. A total of 3 days absence in the last 52 weeks could give different scores as follows:

One spell of absence covering 3 days equals $1 \times 1 \times 3 = 3$ points

Two spells of absence covering 3 days equals $2 \times 2 \times 3 = 12$ points

Three spells of absence covering 3 days equals $3 \times 3 \times 3 = 27$ points

2. A total of 5 days absence in the last 52 weeks could give different scores as follows:

One spell of absence covering 5 days equals $1 \times 1 \times 5 = 5$ points

Two spells of absence covering 5 days equals $2 \times 2 \times 5 = 20$ points

Three spells of absence covering 5 days equals $3 \times 3 \times 5 = 45$ points

Four spells of absence covering 5 days equals $4 \times 4 \times 5 = 80$ points

Five spells of absence covering 5 days equals $5 \times 5 \times 5 = 125$ points

3. A total of 10 days absence in the last 52 weeks could give different scores as follows:

One spell of absence covering 10 days equals $1 \times 1 \times 10 = 10$ points

Five spells of absence covering 10 days equals $5 \times 5 \times 10 = 250$ points

Ten spells of absence covering 10 days equals $10 \times 10 \times 10 = 1000$ points

These examples show that even the absenteeism score calculated from the same number of days of absence can vary widely.

The scheme is weighted so that the frequency of absence attracts a more severe penalty than the total number of days of absence.

Linking this system to the disciplinary procedure, the first stage will always be an informal meeting, and then subsequent incidents will be followed by a verbal warning, first written warning, final written warning, and ultimately dismissal. It is possible to enter the disciplinary procedure at any level depending on the extent of absence. The procedure will be:

Informal meeting for first incident of absence:

50 – 124 points	-	verbal warning
125 – 399 points	-	first written warning
400 – 649 points	-	final written warning
650 and over	-	termination of contract

Of course, as this is not intended to penalise genuine sickness absence, exceptional circumstances will allow for absence not to be counted. These must be agreed with the Director in order to be excluded.

All absences will be counted over a 12 month rolling period.

The system allows an employee to recover a “clean” record. The points are calculated on a 52 week rolling period, so points accumulated before this, and actions taken regarding these points are wiped from the employee’s record.

Every employee has the right to appeal at any stage of this procedure and the right to be represented at any stage by a fellow work colleague or trade union representative.

Any deviation from the agreed procedure must be discussed and agreed with a Director.

General

17.26 If you are absent by reason of sickness, injury or other incapacity, the Company will apply its Capability Policies and procedures as detailed below.

CAPABILITY PROCEDURES

Introduction

18.1 We recognise that during your employment with us your capability to carry out your duties may deteriorate or need to improve. This can be for a number of reasons, the most common one being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work. We will work with you to support you, activating our Performance Improvement Policy in the initial stages.

18.2 Performance Improvement Policy

18.2.1 Twin Group is committed to the continuous training and development of employees and seeks to support employees in attaining the highest possible standards of performance.

18.2.2 All employees have a responsibility to perform their duties to a satisfactory standard. We recognise that for a variety of reasons employees may require support to ensure the satisfactory standard of performance required for their role is realised. Every reasonable step should be taken to provide support and guidance, including adhering to this policy.

18.2.3 Twin Group requires those with supervisory and management responsibilities to take the necessary steps to ensure that employees are performing satisfactorily in their posts and where appropriate adequate guidance and support is provided, including training and development. Furthermore, it is expected that employees who experience difficulties with their work will bring this to the attention of their manager and seek appropriate help and support.

18.2.4 As part of our commitment to assisting staff maintain a high level of performance Twin Group operate a Performance Improvement Process (PIP) to support employees that have not achieved the required performance targets but who clearly demonstrate the desire and will to do so and there are no conduct issues.

18.2.5 In these instances Twin will invest the management time and resources needed to work with the employee to develop a performance improvement plan to support them achieve their targets on a consistent basis. The PIP therefore is intended to be only a temporary measure to achieve this joint objective.

The Performance Improvement Process has two stages:

Stage 1 Formal Performance Improvement Plan

Stage 2 Disciplinary Process

18.3 A formal performance improvement plan discussion will include:

- Description of the performance that needs to be corrected and why it needs to be corrected.
- A discussion with the employee to understand the reasons why performance is not at the desired level.
- Identify the expectation that has not been achieved. Describe the desired performance; any qualitative or quantitative measurement, if applicable; and the time frame within which the desired performance must occur.
- Identify action steps that can be taken to reach the desired performance.
- Inform the employee as to how staff performance will be monitored/ reviewed.
- Establish a date and time to discuss progress (successes and challenges) in changing the performance.
- Identify and select any additional resources or support that Twin may provide to help the staff member improve the performance.
- Insert signature and date lines for the staff member and supervisor to note that the plan has been discussed.

18.4 Formal Performance Improvement Plan (IPIP)

18.4.1 An employee that has not hit their targets or KPI's for two calendar months or eight week period (depending on how their performance is measured) will be invited to a formal meeting with their line manager. The meeting will cover all the above points and a Performance Improvement Plan will be agreed. A four week timescale will be given for improvement

18.4.2. This process will be documented on PeopleHR. Failure to demonstrate the required improvement will lead to disciplinary action or termination of probation.

18.5 Disciplinary Action

18.5.1 Twin's disciplinary process will be activated if the required improvement is not demonstrated at the end of the Formal Performance Improvement Plan.

18.5.2 Please note that Twin reserves the right to proceed straight to termination if the facts warrant this action.

18.6 If after your Formal PIP your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal.

Personal Circumstances

- 18.7 Personal circumstances may arise which do not prevent you from attending work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice.
- 18.8 Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise.
- 18.9 When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with Twin in your current role or, where circumstances permit, in a more suitable role.
- 18.10 There may also be personal circumstances, which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level.
- 18.11 This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

Short Service Staff

- 18.12 We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal, however we reserve the right to dismiss with no right of appeal. Please refer to the Capability / Disciplinary Appeal Procedure below.

BAD WEATHER POLICY

- 19.1 In the event of extreme adverse weather conditions, e.g. heavy snow, flooding, hurricanes, etc., you are expected to make every attempt to arrive at work at your normal starting time.
- 19.2 If you decide that the weather conditions will prevent you from travelling to work you must opt for one of the following:
- 19.2.1. Take the day(s) as holiday, or
 - 19.2.2. Take the day(s) as authorised unpaid leave of absence
- 19.3 If this is the case, you must telephone your line Manager at least 30 minutes before the normal starting time and inform them of the option you wish to take. If your Manager is not available, you must ensure that HR or another senior member of staff is notified of your absence.

- 19.4 In the event you decide to travel to work and then subsequently find that the weather conditions prevent you from completing your journey, you must telephone your Manager as soon possible and inform them of the exact circumstances.
- 19.5 In this case, the Company at its discretion, in light of the circumstances, will decide whether or not you will qualify for full pay.
- 19.6 In any event, your absence from, or lateness to work due to extreme adverse weather conditions will not be subject to the Company's disciplinary procedure provided you notify your line Manager in accordance with the above policy.

REFRESHMENT BREAKS

- 20.1 The Company operates an informal coffee/tea break each morning and afternoon, your line manager will explain these arrangements during your induction period.

LAY-OFF AND SHORT-TIME

- 21.1 The Company reserves the right to lay-off any employee without pay or give short-time work where no work is available for whatever reason.
- 21.2 Employees are entitled to 5 days guaranteed lay off pay in any three-month period.
- 21.3 During any period of lay off or short-time work you must keep in daily contact with the Company and must be available for work if required.

Benefits Package

- 22.1 The Company has created a benefits package to reward employees for their hard work and loyalty.
- 22.2 Childcare Vouchers. Our childcare voucher scheme allows you to reduce the cost of your childcare by up to £993 per parent per year. The vouchers may be used for all types of registered or approved childcare including nurseries, after- school care, nannies and child-minders. More details can be obtained from the HR department.
- 22.3 TIS travel club offers all Twin employees specially discounted holidays. Full details can be found on the HR section of the intranet, under Staff Benefits.
- 22.4 Employees are entitled to take a day off on their birthday, if their birthday falls on a normal working day. Employees should choose the closest working day to their birthday as day off if their birthday falls on a public/bank holiday. Approval must still be granted by managers, to ensure the needs of the business are supported.

WORKING PRACTICES

EMPLOYEE'S PROPERTY

23.1 The Company does not accept any liability for the loss of or damage to your property brought onto the Company's premises, whatever the cause, although investigations will be carried out on matters brought to the Company's notice.

23.1.1 If you bring a motor vehicle or cycle onto Company premises, it must be parked in the authorised parking places provided. Any vehicle or cycle is parked entirely at your risk and the Company accepts no liability in respect of damage to or loss from such vehicle or cycle.

RIGHT OF SEARCH

24.1 To safeguard against abuse with regards to the removal of Company property or equipment, the Company has the contractual right to search, on a random basis, any employee or the contents of parcels and property entering or leaving the premises.

24.2 Any search will be conducted in private by someone in authority, in the presence of a third person.

24.3 In order to ensure fairness to all concerned, it would be preferable for you to be accompanied by a work colleague during the search. If you have been chosen for a search, you will be informed and be offered the right to be accompanied before any search is carried out.

24.4 All persons involved in this procedure will be of the same gender.

24.5 Any refusal by an employee to such a search being conducted would then result in disciplinary action being taken against you, for failing to follow reasonable management instruction.

USE OF COMPANY PROPERTY

25.1 Should you be issued with any equipment in order for you to perform your duties, for example: Academic resources, stationery, computer equipment, ID cards, fobs mobile phones, keys and other property, such items shall at all times remain the property of the Company and upon request of the Company shall be returned to the Company in the same condition.

25.2 The Company's equipment is only to be used for the Company's business purposes.

25.3 On termination of your contract of employment, for whatever reason, you must return to the Company all property of the Company then in your possession or power.

25.4 Any Company equipment, which is either issued, used or on loan to you must be treated with due care and attention. Any faults, losses or damages must be reported to your line manager, and will be subject to an investigation by management. All losses and damages where it is

attributed to negligence, misuse or by any other contributory fault on your part will render you liable to pay for a replacement or repair in full or in part dependent on the circumstances, and such payment shall be deducted from your remuneration that is due to you. Dependent on the amount due to the Company, the payment may at the Company's discretion be paid in instalments. For more information, please refer to Twin's 'Information Security Policy'.

- 25.5 Failure to comply with the regulations regarding GDPR and our 'Information Security Policy' may result in disciplinary action, up to and including summary dismissal for proven acts of gross misconduct. Such actions could lead to civil or criminal charges, which may result in prosecution.

COMPANY'S EQUIPMENT & DOCUMENTATION

Company Mobile Phones & Microsoft Teams

- 26.1 The use of company mobile phones and Microsoft Teams for phone calls is strictly limited for business use and as such, they should not be used for making private calls unless it is absolutely necessary, such as when it's an emergency, and where possible you should obtain prior management approval before doing so.
- 26.2 The use of company mobile phone and Microsoft Teams for phone calls whilst driving is strictly prohibited; even the use of hands free kit may not protect the driver from prosecution.

Computer equipment

- 26.3 In addition to the rules relating to GDPR and the Use of Company Computer Equipment in the 'Information Security Policy' the following shall apply:
- 26.3.1 The Company's computer equipment is only to be used for the Company's business purposes.
- 26.3.2 All passwords for the Company's computer equipment must be forwarded to the Company in writing at the time of setting up or at the change of a password. The Company will require a change of a password at such intervals, as it may deem necessary.
- 26.3.3 Unless otherwise authorised all documents/files may only be password protected where authorised by the Company in writing and any such passwords must be forwarded to the Company as detailed above.
- 26.3.4 The Company reserves the right to check all files stored on its computer equipment either via the System Administrator or by such other methods as the Company deem necessary.

- 26.4 In order to control the use of the Company's computer equipment and reduce the risk of contamination, the following will apply:
- 26.4.1 The introduction of new software must first of all be checked and authorised by a senior member of the Company and a senior member of the IT department.
 - 26.4.2 Only authorised staff should have access to the Company computer equipment.
 - 26.4.3 Only authorised software may be used on any of the Company's computer equipment. Only software that is used for business applications may be used.
 - 26.4.4 All staff should familiarise with the Company's Computer equipment policy and procedures in case of doubt.

Protecting Laptops

- 26.5 When a laptop computer is stolen two kinds of loss is suffered: the computer, and, perhaps far more serious, information stored in the computer. You must ensure that you follow these precautions:
- 26.5.1 Do not leave your laptop unsecured in a Twin Group office.
 - 26.5.2 Lock it in its docking station, secure it with a cable lock, or lock it up in a cabinet or your desk when it is not being used.
 - 26.5.3 Do not leave your laptop unattended in open view in your hotel room.
 - 26.5.4 Utilise the room safe if possible. Do not leave your laptop unattended and in open view in your car. If you must leave it in your car, lock it in the boot.
 - 26.5.5 Never place your laptop in checked baggage and keep it securely with you in hotels, airports, restaurants, and other public places. Remember, the carrying case offers no protection from theft; what is inside is easily recognisable.
 - 26.5.6 Be careful using your laptop on airplanes and in public areas.
 - 26.5.7 Make certain those around you cannot read your screen if you are working with confidential presentations or other material.
 - 26.5.8 Use password protection and encryption, when possible.
- 26.6 In addition, upon termination of your contract of employment, all documents and records in whatever form they are held in, including the computer disk in respect of any information which is confidential to the Company or any associated Business, should be returned to the Company on your last working day or within an agreed timeframe between yourself and your line manager.
- 26.7 The Company reserves the right to ensure that all Company information held on any media at an employee's home office has been removed and returned to the Company.

- 26.8 The Company reserves the right to withhold the equivalent amount of money from your final salary payment until your assigned equipment have been returned without damage to the IT department.
- 26.8 If requested you may be required to confirm compliance of the above in writing.

E-MAIL & INTERNET POLICY

- 27.1 The Company's computer system contains an e-mail and Internet access facility, which is intended to promote effective communication within the organization on matters relating to its business. The e-mail and Internet system should therefore be used for that purpose. Personal messages may be sent by e-mail but these should respect the primary purpose of it and only be sent when urgent or necessary (no attachments should be sent on personal mails unless approval has been sought from your department Head). This means the e-mail and Internet system should not be used for a purpose detrimental to your job responsibilities, for spreading gossip, or for personal gain, for accessing and spreading obscene or defamatory material, or in breach of any of the Company's standard employment policies on issues such as sexual harassment or equal opportunities.
- 27.2 The Company is conscious that if used incorrectly the email and Internet facility (whether by pictures or words) could enable an employee to violate the dignity of another worker or create a hostile, intimidating, annoying, degrading or offensive environment. The Company will not tolerate such conduct. Misuse of this facility could also result in you being in breach of terms of your contract including your duty of trust, confidence and fidelity to the Company and may result in disciplinary action or criminal prosecution depending on the level of misuse or abuse.
- 27.3 Although an e-mail facility can be used relatively informally, messages or letters sent on it are to be written in accordance with the standards of any other form of written communication (e.g. letters and faxes) and the content and language used in the message must be consistent with best practice. These communications must be authorised by a senior person where relevant. Messages should be concise and directed to those individuals with a need to know. General messages to a wide group should only be used where necessary.
- 27.4 E-mails transmitted are the Company's property; therefore, messages (unless obviously personal) created, sent or received via the Company's e-mail system are its property.
- 27.5 Confidential information or that which might be protected by copyright should not be sent by e-mail without express authority of a Director.
- 27.6 Forwarding chain letters is not permitted.
- 27.7 Emails that contain attachments referred to as .exe .vbs .bat reg .com .msg. scr must not be opened without permission from the Company's Systems Manager or a Director.

Legal action against the Company

27.8 Messages sent over the e-mail system can give rise to legal action against the Company. Claims of defamation breach of confidentiality or contract could arise from a misuse of the system. It is therefore vital for e-mail messages to be treated like any other form of correspondence and where necessary hard copies to be retained. You are also reminded that messages are disclosable in any legal action commenced against the Company relevant to the issues set out in the e-mail.

The Company's rights

27.9 The Company reserves the right to monitor web usage and subject content, and even retrieve the contents of messages (if necessary) for the purpose of monitoring whether the use of the e-mail or internet system is legitimate, to ensure that it is not being used for morally unacceptable, illegal or criminal purposes (e.g. viewing or distributing pornography which will deprave or corrupt), to find lost messages or to retrieve messages lost due to computer failure, to assist in the investigations of wrongful acts, or to comply with any legal obligation.

27.10 The Company's will respect the privacy of your communication but you must appreciate that personal emails sent to work may inadvertently be read by your colleagues who need to look at your inbox, and possibly respond, for business related purposes, especially when you are absent from work.

27.11 The Company will not routinely monitor messages or your access to the Internet. Personal information collected through monitoring other than those purposes for which monitoring was conducted, will not be used by the Company.

Security

27.12 If you are given access to the e-mail or Internet system you are responsible for the security of your terminal and you must not allow the terminal to be used by an unauthorised person. You should keep your personal password confidential. When leaving your terminal unattended or on leaving the office you should ensure you log off the system to prevent unauthorised users using your terminal in your absence. You can do this by pressing the Microsoft tab and L.

Social Media and Internet Postings

27.13 The company recognises that the Internet provides a unique opportunity to participate in interactive discussions and share information on various topics using a wide variety of media such as Facebook, Twitter, YouTube, Wikis and blogs (all of these activities are referred to as "internet postings" in this policy). However, Internet postings can pose a risk to the organisation's confidential information, reputation and overall compliance with the law.

27.14 If you wish to have a social media presences please make sure it is clear you are speaking on your own behalf, for example writing in first person and using a personal email. If you publish content online relevant to the Company in your personal capacity use a disclaimer such as: "The postings on this site are my own and do not necessarily represent Twin's position, strategies or opinions."

- 27.15 You are personally responsible for what you communicate in any internet postings and what you publish may be readily available to the public indefinitely. Therefore, in addition to following any general employee guidelines, when participating in any Internet postings employees should:
- 27.15.1 Only post meaningful, respectful comments, as you may be subject to liability if your posts are found to be defamatory, harassing, or in violation of any other applicable law.
 - 27.15.2 Use common sense and common courtesy: If you are unsure about any Internet postings it is best to seek guidance from your line manager.
 - 27.15.3 Employees should seek approval from their line manager before responding to any negative post or recommendations for colleagues.
 - 27.15.4 Never disclose or comment on anything confidential that the company may be involved in.
 - 27.15.5 Do not cite or reference clients, partners or suppliers without their approval. When you do make reference, ensure that you provide a link back to the source.

General rules

- 27.16 Should you receive an e-mail, which has been wrongly delivered to your e-mail address, you should notify the sender of the message by redirecting the message to that person. Further, in the event the e-mail message contains confidential information you must not disclose or use that confidential information. Should you receive an e-mail which contravenes this policy, the e-mail should be brought to the attention of your manager or the HR department.
- 27.17 Misuse of the e-mail system in breach of this policy statement will be considered to be misconduct and will be dealt with within the framework of the Company's disciplinary procedure. Such abuse could also include a potential criminal or civil implication issue. Misuse of the e-mail system by transmission of any material in any of the following categories, which is not exhaustive, will constitute gross misconduct:
- a) Defamatory;
 - b) Offensive or obscene;
 - c) Racial or religious discrimination;
 - d) Untrue or malicious;
 - e) Of a political nature;
 - f) In breach of copyright.
- 27.18 If you have the e-mail or internet facility from your desktop, you may use it for private communication outside office hours (in an emergency or if necessary but you must not send

attachments without prior consent), so long as it does not interfere with your work and the use is not excessive. The policy here is the same as that for private telephone calls. The Company, however, may monitor e-mail or Internet access for those reasons set out above.

- 27.19 Concerning internet access, you must not up or download or otherwise transmit commercial software or copyrighted material in violation of its copyright, if in doubt you should consult the IT manager or a Director.
- 27.20 The Company specifically prohibits the use of the Internet for the purpose of accessing gambling, obscene, pornographic, hateful or otherwise objectionable sites. If you inadvertently arrive at such a site you should immediately exit it.
- 27.21 The Company's primary purpose for web access is to promote its business development. Therefore, the Company prohibits all staff from accessing personal web mail accounts such as 'Hotmail' or 'Yahoo' because this will detract from your time on the Company's business.
- 27.22 You must not subscribe to bulletin boards and newsgroups nor must you download software onto the Company's computer system, without first obtaining the authority of the IT Manager or a Director.
- 27.23 Violation or misuse of the e-mail or Internet facility will result in the Company invoking disciplinary action in accordance with the Company's Disciplinary Procedure.
- 27.24 The Company may amend this policy from time to time in response to changes in this rapidly developing area.

DISCLOSURE OF INFORMATION

- 28.1 You shall not directly or indirectly disclose to any unauthorised person any knowledge or information relating to the Company's business, or the business of any of the Company's clients without first obtaining permission in writing from the Company.
- 28.2 You will not use for your own purposes or profit or for any purposes other than those of the Company, any information which you may acquire in relation to the Company's and/or its Client's business.
- 28.3 The rules concerning disclosure of information apply both during and after your employment with the Company.
- 28.4 Unauthorised access to Company information, whether computerized or manual, may lead to disciplinary action. In the case of computerised information "hacking" will be considered a very serious gross misconduct offence, which can lead to a summary dismissal process.
- 28.5 At the time of leaving the Company, for whatever reason, you are required to fill in a 'Leaver's Checklist' and return all products, documentation or any other information related to the Company and, if requested, confirm compliance of the same in writing. In addition, the

Company reserves the right to request such information to be returned during the period of notice should the Company deem it possible that there could be a risk, intentional or otherwise, of the Company's commercially sensitive information being made available to other parties.

CONFIDENTIALITY

- 29.1 The Company has access to a considerable amount of information concerning clients and it is a most important condition of employment with this Company that this information should be treated as strictly confidential. Failure to do so may result in disciplinary action being taken against you, up to and including summary dismissal for proven acts of gross misconduct.
- 29.2 Confidential Information means any information which has been designated as confidential in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, provision(s), goods and services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of Twin, all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 and the Commercially Sensitive Information.
- 29.3 On a practical level, staff are reminded, of the following:
- 29.3.1 Take great care to avoid disclosing confidential information (e.g. personal data) when speaking by telephone or to a Client in the presence of another person.
 - 29.3.2 No papers or books of any sort showing Client's names, personal data or other similar information may be left in the reception or other public areas.
 - 29.3.3 Staff must remove or cover all papers or records, which may be on their desks or in their offices when anyone is being interviewed.
 - 29.3.4 Staff must ensure that only the correct books and papers are sent to or handed to a Client.
 - 29.3.5 It is the responsibility of the last person to leave the offices to ensure that all external doors are securely locked.

INTELLECTUAL PROPERTY

- 30.1 You must acknowledge that in the course of your employment with Twin Group you may have access to, acquire or gain, intellectual property, confidential knowledge or information:

- 30.1.1 With respect to secret processes, plans, devices, products, computer programs and other intangible property, know-how and other data belonging or relating to Twin or belonging to a Client or supplier.
- 30.1.2 With respect to the identity of clients of Twin Group and the identity of products, quantity and prices of the same, ordered by such client.
- 30.2 You must further recognize and accept that all such intellectual property and information is the sole property of Twin Group or its client or supplier, and you should treat such intellectual property and information as set out below:
 - 30.2.1 You shall keep confidential all such intellectual property and knowledge or information described above and shall not divulge it to others, nor use it for your own private purpose.

This obligation shall continue during and after your period of employment with Twin Group.
 - 30.2.2 Upon termination of your employment or at any time when the Company may request, you shall deliver Twin all notes, memoranda, formulae, records, files, and other papers, tapes, discs or programmes and copies thereof in your custody relating to any such intellectual property, knowledge or information described above to which you have had access or which you may have developed during the course of your employment.
 - 30.2.3 You shall not without the prior written permission of the Company after leaving the employment of Twin for any reason, work for others, or on your own account, on any of the secret processes, formulae, programs or data on which you may have worked or to which you have had access whilst in the employ of Twin Group.
 - 30.2.4 Any invention, process, product, programme, idea, discovery, or improvement conceived or developed by you within the period of your employment, relating to any activity engaged in by Twin shall be the sole and exclusive property and intellectual property of Twin and you shall promptly communicate to Twin full information with respect to any of the foregoing, conceived or developed by you. You shall execute and deliver all documents and do all other things as shall be deemed by Twin to be necessary and proper to effect the assignment to the Company of the sole and exclusive right, title and interest in and to all such inventions, formulae, processes, products, programmes, ideas, discoveries, improvements, patent applications and patents thereon.
- 30.3 You must understand, accept and agree that Twin Group has no interest in and will not accept divulgence to it of any confidential knowledge or information which is the property of any previous employer or third party, notwithstanding any other paragraph of this Clause, you shall not communicate any such confidential knowledge or information to Twin in order to use the same during the course of your employment.

ASSOCIATED WORK

- 31.1 You shall not be associated in any capacity with a business that carries out work of a similar type to the Company's, without the Company's prior written approval.
- 31.2 If you choose to take up additional employment outside your normal working hours this shall be accepted by the Company, subject to the provisions above unless such additional employment is felt to have an adverse effect on the performance of your normal duties with the Company.
- 31.3 If such additional employment is granted, the Company will need to know details of this in order that any additional hours worked, can be taken into consideration under the Working Time Regulations.

RESTRAINT CLAUSE

- 32.1 Should any restraint clauses be applicable to yourself then they will be as detailed in your statement of Main Terms and Conditions of Employment.

COMPANY CREDIT CARDS

- 33.1 If you are issued with a Company Credit Card in order to perform your duties away from Company premises then the card is strictly limited for business use.

EXPENSES

- 34.1 The Company will reimburse reasonable out-of-pocket expenses incurred during the course of undertaking business upon the provision of receipts, VAT invoices etc. provided you are pre-authorised to make such expenditure.
- 34.2 Expense claims must be checked and signed by your Manager and should be made monthly with receipts VAT invoices etc. attached to the claim form. Where they are not provided expenses cannot be reimbursed.

TRAVELLING

- 34.3 When you travel to locations other than the your normal place of work, you are expected to use the most cost effective method for example, by your own vehicle, economy class on rail, and coach etc. Reasonable measures should be taken to find the most cost effective and efficient method of transport. Taxis may only be used in exceptional circumstances.
- 34.4 Tickets or receipts for journeys undertaken for business must be submitted with a monthly expense claim and full details of your journey details provided.
- 34.5 Mileage may be claimed if you use your own car but you must always deduct your normal daily mileage to your place of work before calculating the amount due. You must also ensure that your car insurance covers business use and provide your Manager with a copy of your driving license.



- 34.6 Where it is necessary for more than one member of staff to travel and car travel is appropriate, payment of mileage rate is restricted to the number of cars necessary to carry the appropriate staff.
- 34.7 Parking fees may be claimed (other than for your normal place of work) but tickets or receipts must always be provided.
- 34.8 For avoidance of doubt, any parking fines, speeding fines, penalty charge for non-payment of congestion charges or other traffic violations incurred whilst you are on the Company's business will be your responsibility and will not be paid by the Company.

USE OF EMPLOYEES' VEHICLES ON COMPANY BUSINESS

- 35.1 If you need to use your own car on Company business, you should only do so with the prior approval of the Company.
- 35.2 If this were to be the case, the Company will insure it for business use and ensure it has a current MOT, is regularly serviced and is therefore fit for purpose. Your cooperation will be needed in order to get this done.
- 35.3 Any travelling expenses incurred in undertaking Company duties in your own motor vehicle will be reimbursed by the Company, according to the number of miles travelled.

DRIVING LICENCES

- 36.1 Any employee being reimbursed for using their own vehicle on Company business must make available their original Driving License for inspection upon request and provide a photocopy to be kept on their personnel file. The Company is to be informed immediately of any change to your License in respect of endorsements and disqualification and a fresh photocopy must be provided of the amended License together with the original for inspection.

DRIVING OFFENCES AND FINES

- 37.1 The Company does not expect any member of staff to break the law in any respect. Any speeding, parking, use of hand held mobile telephones fines or other traffic offences incurred such as a driving ban whilst an employee is using their own vehicle, is therefore the responsibility of the individual.

Mobile phones and driving

- 37.2 As stated before, hand held mobile telephones or hands free kits are not to be used while driving or whilst the vehicle is stationary and the engine is running.

- 37.3 Before driving put an appropriate message on the phone that you are driving and unavailable. Set it to take messages. Return calls when you have stopped in a safe place and the engine is switched off.
- 37.4 No manager shall require an employee to receive a call on a mobile phone whilst driving.

EQUAL OPPORTUNITIES POLICY

- 38.1 The Company aims to be an equal opportunities employer and undertakes to apply objective criteria to assess merit.
- 38.2 The Company is committed to a programme of action to make its equal opportunities policy effective, to minimize the possibility of discrimination and find the means of combating it whenever it arises.
- 38.3 Following the Equality Act 2010, Twin's aim is to ensure that no job applicant or employee receives less favourable treatment in relation to a 'protected characteristic'. Protected characteristics include age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership and pregnancy and maternity.
- 38.4 Twin will also guarantee equal treatment regardless of membership or non-membership of trade unions, "spent convictions" of ex-offenders, class and political inclinations.
- 38.5 Job descriptions, personal specifications, selection criteria and other procedures will be reviewed to ensure that individuals are recruited, selected, promoted and treated on the basis of their relevant merits and abilities.
- 38.6 The Company will monitor applications, appointments and promotions for all groups, with reasons for such decisions, to ensure that the equal opportunities policy is implemented.
- 38.7 All employees will be given equal opportunity and, where appropriate and possible, special training to enable them to progress within the Company.
- 38.8 For more details please see the Equality and Diversity Policy on the HR Intranet.

Disability Discrimination Policy

- 39.1 Under the Equality Act 2010, a person is disabled and protected from disability discrimination if they have a physical or mental impairment, which has a substantial and long term adverse effect on their ability to carry out normal day-to-day activities, which would include things like using a telephone, reading a book or using public transport. In line with this, it is the Company policy not to discriminate against disabled persons whether in, or applying for employment. To achieve this policy the following procedures must be applied:

- 39.1.1 Job advertisements will provide equal opportunity to all applicants and will be improved in order to ensure they do not discriminate in any way against disabled persons.
- 39.1.2 In general, Twin will not use health as a criterion towards employing new staff. Questions appertaining to the applicant's health or disability will be removed from the application form, apart from exceptional circumstances where there are substantial reasons towards it.
- 39.1.3 Disabled applicants for employment will not be considered less favourably than those without disabilities, except where there is a substantial reason preventing employment.
- 39.1.4 Consideration will be given to making reasonable adjustments to help staff overcome disadvantage resulting from any impairment. Where practicable, Job Descriptions, work place, premises and methods of working will be adjusted to accommodate disabled applicants.
- 39.1.5 Appointments of disabled people will be made on the same terms and conditions as other comparable employees without disabilities.
- 39.1.6 Disabled employees will be given equal opportunity in applications for training and promotion, and will not be considered any less favourably because of their disability.
- 39.2 Following the Equality Act 2010, discrimination arising from disability will be covered by this policy too.
- 39.3. Any acts of discrimination on the grounds of disability should be reported to a Director.
- 39.4 Allegations of discrimination on the grounds of disability will be investigated and disciplinary action will be taken against anyone found to have acted in any way, which is in breach of this policy.

Anti-Harassment Policy

- 40.1 The Company declares itself opposed to harassment in any form. The experience of harassment is acknowledged as a valid ground for a person starting informal or formal Anti - Harassment Policy and procedures.
- 40.2 The Company requires all employees to respect each other and to understand that behaviour that they may find acceptable may not be regarded as such by others.
- 40.3 Harassment can take place via social media platforms and shared apps, words as well as actions, via the telephone and e-mail as well as face to face.

- 40.4 It should not be overlooked that harassment can take many forms: a person's age, religion, skin colour, sexual preference, disability - even dialect or accent - can all form the basis for unwanted aggression and attention. Victimization in the widest sense of the word is also a form of harassment and those exposed to or subject to such action need protection.
- 40.5 Harassment is entirely unacceptable in terms of the above and will be treated with severity, as it is regarded as gross misconduct.
- 40.6 Individuals suspected of harassment will be liable to disciplinary action, which may lead to dismissal.
- 40.7 Managers and Supervisors are required to act and react to all employees (and any other persons with whom they may be in contact) with respect and dignity.
- 40.8 Managers and Supervisors are also required to ensure those under their control act in a similar way in their relationships with each other. They should immediately correct and take appropriate action, when faced or notified of any unacceptable behaviour.
- 40.9 Managers and Supervisors are expected to familiarize themselves with and apply Twin's Anti-Harassment Policy and procedures to ensure the Company's procedure, in the event of an employee wishing to raise a complaint, is known by all. Such complaints must be dealt with immediately, objectively and fairly.
- 40.10 For more details on the policy and procedures please see the Equality and Diversity Policy on PeopleHR

Sexual and Racial Harassment

Definitions

- 41.1 Sexual harassment means unwanted conduct of a sexual nature, or other conduct based on sex affecting the dignity of men and women at work. This can include unwelcome physical, verbal and nonverbal conduct. However, it is for the individual to determine what behaviour is acceptable to them and what they regard as offensive. Sexual attention becomes sexual harassment if it persists once it has been made clear that the recipient regards the behaviour as offensive. However, one incident of harassment may constitute sexual harassment if it is sufficiently serious. It is the unwanted nature of the conduct that distinguishes sexual harassment from friendly behaviour which is welcome and mutual.
- 41.2 Racial harassment means unwanted conduct of a racial nature, or other conduct based on race. It can take the form of verbal conduct such as racial abuse, jokes, banter or sweeping generalizations about the behaviour or characteristics of a person by reference to his ethnic group or colour.

Policy

- 41.3 The Company does not discriminate against its employees or job applicants on the grounds of any protected characteristic.
- 41.4 Sexual or racial harassment at work will not be tolerated, permitted or condoned.
- 41.5 Any employee who is found, after due and proper investigation, to have harassed another employee and to have contravened this Policy will be liable to disciplinary action up to and including summary dismissal for proven acts of gross misconduct.
- 41.6 All employees have a right to work in an environment that is free from harassment and the right to make a formal complaint should it occur.
- 41.7 All staff are required to comply with and adhere to this policy and to ensure that their colleagues are treated with respect and dignity.
- 41.8 If an employee witnesses, experiences or is subjected to acts of sexual or racial harassment the following steps should be taken to eradicate the problem. The procedures set out below have been drawn up in accordance with the guidelines that are contained in the EU Code of Practice for combating sexual harassment in the workplace.
- 41.9 For more details on the policy and procedures please see the Equality and Diversity Policy on PeopleHR

HEALTH AND SAFETY

Health and safety policy and procedures

- 42.1 You must comply with the Company Safety Policy and Safety Procedures as posted on the Company Notice Boards. This policy and these procedures may be changed from time to time by Management or because of the requirements of Health and Safety Legislation.
- 42.2 You are reminded that you are responsible for ensuring that you act in a safe and sensible manner whilst at your place of work. Failure to do so will lead to disciplinary action by the Company and possibly criminal proceedings under the Health and Safety at Work Act, 1974.
- 42.3 In the case of fire, you must evacuate the building in accordance with the Fire Instructions. It is your responsibility to be aware of these instructions and where the nearest Fire Exit and Fire Appliances are located.
- 42.4 You must use and operate equipment and machinery in the appropriate manner prescribed. In cases of gross negligence, disciplinary action will be taken.
- 42.5 The Company recognizes that it has a duty, under the Health and Safety at Work Act, 1974, to safeguard as far as is reasonably practicable, the health, safety and welfare of all staff at their place of work. The Company's Health and Safety Policy is displayed on the Notice Board.

PROTECTIVE CLOTHING AND EQUIPMENT

- 43.1 When instructed to do so you must wear the protective clothing and equipment provided.

ACCIDENTS AT WORK

- 44.1 You must report any accidents or any “near misses” immediately to Management. Accidents must be recorded in the ‘Accident Book’, which is maintained on all of the Company’s premises. All staff should acquaint themselves with its location (Chief Operating Officer’s office). In addition, it is for the individual to ensure that it is so recorded. This is mandatory and applies to all accidents however minor in nature.
- 44.2 First Aid Boxes are maintained on all of the Company’s premises all staff should acquaint themselves with their location.
- 44.3 The names of individuals, who are the only people responsible for administering First Aid, are posted on the Notice Board.
- 44.4 If needed, injuries will be treated by a designated First Aid officer whilst waiting for professional assistance.

SMOKING AND THE USE OF VAPING/E-CIGARETTES

- 45.1 Smoking and the use of Vapes or E-Cigarettes in all areas of the Company premises is illegal and strictly forbidden. Warning notices are displayed and failure to comply with this instruction may lead to disciplinary action taken against you.
- 45.2 We are committed to protecting employees from the effects of second hand smoke as well as encouraging smokers to minimise smoking. We therefore operate the below no smoking policy:
- 45.2.1 Employees who wish to smoke during the working day may be permitted reasonable breaks, namely one in the morning and one in the afternoon.
- 45.2.2 The timing of these smoking breaks must be in agreement with their line manager and must not prevent them from satisfactorily carrying out their responsibilities and work duties.
- 45.2.3 Work time lost to breaks unrelated to work activity should be made up as necessary; this applies equally to smokers and non-smokers.
- 45.2.4 Twin support all smokers that wish to reduce or stop smoking. Information and advice on how to do so can be found on <http://smokefree.nhs.uk/>

DRUGS TESTING

- 46.1 Twin reserves the right to ask staff to undergo random drugs testing. Twin will ensure that the tests are random, limited only to the staff that need to be tested and not single out any employees unless it is justified by the nature of their job.
- 46.2 Any employee that refuses to take a drugs test may be subject to disciplinary action in line with Twin's disciplinary process.

REDUNDANCY, DISCIPLINARY, GRIEVANCE & APPEAL PROCEDURES

REDUNDANCY

- 47.1 It is the aim of the Company at all times to maintain full employment for all employees, and to assess workforce requirements continually for as far in the future as is possible. However, it is impossible always to forecast accurately demand, and the workforce required to achieve the productivity to satisfy the demand. It is impossible to guarantee full employment and, should demand reduce unexpectedly, the hours worked, or the size of the workforce may need to be reduced.
- 47.2 The Company hopes that it will not have to make redundancies but should there be a downturn of business or re-organization, for whatever reason, that requires jobs to cease or diminish then the Company reserves the right to select employees on grounds of:
 - 47.2.1 Retaining necessary expertise/skills to allow the Company to continue operating efficiently;
 - 47.2.2 Retaining employees whose overall performance and behaviour is in keeping with the Company's expectation.
- 47.3 If all of the above criteria are equal then other criteria will be considered in order to assess employees at risk of redundancy such as:
 - 47.3.1 The principle of "last in-first out".
 - 47.3.2 Disciplinary records
 - 47.3.3 Willingness and flexibility to work across sites
 - 47.3.4 Attendance
- 47.4 The Company believes that in the interest of the dignity of the individual employee selected for redundancy, it is important to discuss the situation directly with them. Thus, all such employees will be interviewed personally, and any opportunities for alternative working or positions will be discussed with them, as well as to discuss the manner of conducting the exercise.

- 47.5 The full entitlement to notice will be given whenever possible although in some cases, it may be necessary to make a payment in lieu of notice, which will be paid with any outstanding pay, holiday entitlement etc., as at the last day of working.
- 47.6 Whenever possible, the Company will consider suitable alternative positions for those selected for redundancy and will expect an employee to attempt such a position for a short trial period. The undertaking of such a trial will not affect the employee's right to redundancy should the alternative not work out.
- 47.7 Redundancy payments will be calculated according to age, length of service and at the prevailing rate as is stipulated by current legislation.
- 47.8 Where a redundancy of an employee has been declared, a letter will be issued stating their termination date, the calculation of the redundancy payment, any other entitlements that they are due as a result of the termination and, the name of the Manager from which an employment reference may be obtained.
- 47.9 Employees who are declared to be redundant will be entitled to reasonable time off work, in order to seek alternative employment.

Appeal

- 47.10 Employees have the right of Appeal against the decision of being dismissed by virtue of Redundancy. Such Appeal should be made, in writing via the Grievance & Appeal Procedure to the appropriate Director or Senior Manager not involved in the original decision within five working days of the action being taken.

DISCIPLINARY PROCEDURES

Aim

- 48.1 The Company requires rules and procedures to be complied with to ensure a good relationship between employees and their Managers. It is hoped that there will be no need to use the disciplinary procedure. However, should such action be deemed necessary, the procedure laid down below should allow all relevant issues to be dealt with fairly. Disciplinary action for bad time keeping or misbehaviour, etc. is initially at the discretion of the individual's immediate Manager and the following procedure will apply.

Establish the facts of each case

- 48.2 It will be important to carry out necessary investigations of potential disciplinary matters without unreasonable delay to establish the facts of the case. In some cases this will require the holding of an investigatory meeting with the employee before proceeding to any disciplinary hearing. In others, the investigatory stage will be the collation of evidence for use at any disciplinary hearing.

- 48.3 In misconduct cases, where practicable, different people will carry out the investigation and disciplinary hearing. If there is an investigatory meeting this should not by itself result in any disciplinary action. You will be able to bring a companion if needed.
- 48.4 In cases where a period of suspension with pay is considered necessary, this period should be as brief as possible, should be kept under review and it should be made clear that this suspension is not considered a disciplinary action.

Inform the employee of the problem

- 48.5 If it is decided that there is a disciplinary case to answer, you will be notified of this in writing. This notification will contain sufficient information about the alleged misconduct and its possible consequences to enable you to prepare to answer the case at a disciplinary meeting. Copies of any written evidence will be provided, which may include any witness statements, with the notification.
- 48.6 The notification should also give details of the time and venue for the disciplinary meeting and advise you of your right to be accompanied at the meeting.

Hold a meeting with the employee to discuss the problem

- 48.7 The meeting should be held without unreasonable delay whilst allowing the employee reasonable time to prepare their case (24 - 48 hours-notice will be provided).
- 48.8 The chairing Manager, an HR representative, the employee (and his/her companion) is required to attend the meeting. At the meeting, the complaint against the employee will be explained and the evidence that has been gathered will be presented. The employee should be allowed to set out their case and answer any allegations that have been made. The employee should also be given a reasonable opportunity to ask questions, present evidence and call relevant witnesses. They should also be given an opportunity to raise points about any information provided by witnesses. Where there is an intention to call relevant witnesses, this should be advised in advance notice in order to arrange their presence.

Allow the employee to be accompanied at the meeting

- 48.9 Workers have a statutory right to be accompanied by a companion where the disciplinary meeting could result in:
- a) A formal warning being issued; or
 - b) The taking of some other disciplinary action; or
 - c) The confirmation of a warning or some other disciplinary action (appeal hearings).
- 48.10 The chosen companion may be a fellow worker, a trade union representative, an official employed by a trade union or a legal representative. A trade union representative who is not an employed official must have been certified by their union as being competent to accompany a worker.

- 48.11 To exercise the statutory right to be accompanied workers must make a reasonable request. What is reasonable will depend on the circumstances of each individual case. However, it would not normally be reasonable for workers to insist on being accompanied by a companion whose presence would prejudice the hearing nor would it be reasonable for a worker to ask to be accompanied by a companion from a remote geographical location if someone suitable and willing was available on site.
- 48.12 The companion should be allowed to address the hearing to put and sum up the worker's case, respond on behalf of the worker to any views expressed at the meeting and confer with the worker during the hearing. The companion does not, however, have the right to answer questions on the worker's behalf, address the hearing if the worker does not wish it or prevent the Manager chairing the meeting from explaining their case.
- 48.13 A record of any formal meetings will be kept, copies of which will be given to the employee.

Actions to be taken

- 48.14 After the meeting, the Manager chairing the meeting will adjourn to consider the evidence before giving a decision in writing.
- 48.15 Where misconduct is confirmed or the employee is found to be performing unsatisfactorily it is usual to give the employee a written warning. A further act of misconduct or failure to improve performance within a set period would normally result in a final written warning.
- 48.16 If an employee's first misconduct or unsatisfactory performance is sufficiently serious, it may be appropriate to move directly to a final written warning. This might occur where the employee's actions have had, or are liable to have, a serious or harmful impact on the Company.
- 48.17 A first or final written warning should set out the nature of the misconduct or poor performance and the change in behaviour or improvement in performance required (with timescale). The employee should be told how long the warning will remain current. The employee should be informed of the consequences of further misconduct, or failure to improve performance, within the set period following a final warning. For instance, that, following further disciplinary action, it may result in dismissal or some other contractual penalty such as demotion or loss of seniority.
- 48.18 A decision to dismiss should only be taken by a manager who has the authority to do so. The employee should be informed as soon as possible of the reasons for the dismissal; the date on which the employment contract will end; the appropriate period of notice; and their right of appeal (normally within 5 working days).
- 48.19 The meeting/hearing results document should:
- a) Specify time limits for lodging and hearing the appeal
 - b) Provide (where possible) for a previously uninvolved Manager to hear the appeal
 - c) State the right to be accompanied by a colleague or trade union official

- 48.20 Some acts, termed before as gross misconduct, are considered so serious in themselves or have such serious consequences on the Company, that they might call for summary dismissal without notice for a first offence. However, a fair disciplinary process will always be followed, before dismissing for gross misconduct. The disciplinary process will include the use of paid suspension too.
- 48.21 Where an employee is persistently unable or unwilling to attend a disciplinary meeting without good cause, the Company will make a decision on the evidence available.

Right to appeal

- 48.22 Where an employee feels that disciplinary action taken against them is wrong or unjust, they will have the right to appeal against the decision. Appeals will be heard without unreasonable delay and ideally at an agreed time and place. Employees should communicate the grounds for their appeal in writing.
- 48.23 The appeal will be dealt with impartially and, wherever possible, by a manager who has not previously been involved in the case.
- 48.24 Employees have a statutory right to be accompanied at appeal hearings.
- 48.25 Employees will be informed in writing of the results of the appeal hearing as soon as possible (within 3 to 5 days).

Special cases

- 48.26 If an employee is charged with, or convicted of a criminal offence this is not normally in itself reason for disciplinary action. Consideration needs to be given to what effect the charge or conviction has on the employee's suitability to do the job and their relationship with the Company, work colleagues and customers.

Formal warning stages

- 48.27 The company will consider four formal stages in its disciplinary procedure: verbal; written; final written warning; and dismissal with notice.
- 48.28 All verbal warnings will be given in writing and recorded on the employee's personal file for 6 months. The warning must give advice, not only reprimand, and, if necessary, caution that unless conduct has improved within a specified time, a written warning will be given.
- 48.29 However, following the verbal stage, we will jump to the final written warning stage if the offence was sufficiently serious to justify such action (Gross misconduct).

Formal Written Warnings

- 48.30 If there is no such improvement by the individual during the agreed period, or further minor misconduct, the employee must be seen again by a Senior Manager or Director and given a first written warning.
- 48.31 Every written warning should contain:
- a) The consequences, in case the behaviour or performance doesn't improve.
 - b) The time limit during which the improvement is to be achieved. The period allowed for improvement should in no case be less than one month or more than three months.
 - c) The time for the first written warning to remain on file will be 12 months.
- 48.32 If there were no improvements or further misconduct, the employee would be subject to further disciplinary action, which might then result in a final written warning being issued.
- 48.33 This final written warning, being the final warning stage in the process, would also clarify that if there was no improvement or further misconduct, then the employee would be subject to further disciplinary action, which may then result in their dismissal.
- 48.34 However, we may also have situations when an offence is very serious, but falls short of gross misconduct, which following formal disciplinary action may then result in our issuing a first and final written warning to the employee, containing the wording from the previous clause.
- 48.35 The time for the final written warning to remain on file will be 12 months.

Short Service Staff

- 48.36 We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal, however the Company reserves the right to dismiss with no right of appeal.

Even if you may have passed your probationary period, the Company reserves the right to not follow a full disciplinary process for employees with under 2 years' service.

Dismissal

- 48.37 If there were no improvements or further misconduct, the employee would be subject to further disciplinary action, which may then result in dismissal with notice.

Leaving the Company

- 48.38 When someone leaves the Company, we will conduct a departure process and a 'Leaver's Checklist' should be filled in.
- 48.39 The Leaving checklist will ensure both the Company and the employee do not overlook anything. It will ensure all equipment, information and documents are left with the correct

person, and that all documents are prepared for the leaving employee (pending payments, P45, etc.)

- 48.40 When an employee leaves for any reason, it must be communicated immediately to HR in order to begin a departure process.
- 48.41 HR will register the reasons for leaving the Company; if necessary a meeting will be arranged with the leaving employee.
- 48.42 A 'Leaver's Checklist' will be issued and the different departments advised about the departure. The Checklist should be completed immediately; special collaboration will be requested from all departments.
- 48.43 The final and pending payment for the leaving employee will be authorised only when the 'Leaver's Checklist' is satisfactorily completed, returned to and signed by HR.

Examples of Misconduct and Gross Misconduct

Misconduct

- a) Persistent absenteeism or lateness
- b) Failure to follow absence reporting procedures
- c) Absence without authorization
- d) Poor effort or sub-standard work
- e) Failure to comply with a reasonable management instruction
- f) Non-serious failure to comply with health and safety requirements
- g) Incapacity through drink or drugs
- h) Sleeping on the premises
- i) Misuse of Company equipment
- j) Misuse of the Company's e-mail, Internet or internal mailing facilities
- k) Wilful or excessive wastage of Company time or materials
- l) Damage to plant, equipment or material caused by carelessness
- m) Abusive, objectionable or insulting behaviour
- n) Foul or abusive language
- o) Disorderly conduct
- p) Occurrences of a serious nature but not concerned with dishonesty

Gross Misconduct

- a) Theft of others' possessions whether belonging to the Company, employees, visitors or Client
- b) Fraud, bribery or falsification of records
- c) Fighting/Physical Assault
- d) Gross immorality or indecent behaviour
- e) Racial or sexual harassment or discrimination
- f) Smoking in prohibited areas
- g) Possessing and/or taking illegal drugs and/or alcohol on Company premises

- h) Serious insubordination or refusal to carry out reasonable management instructions
- i) Serious cases of non-compliance with health and safety instructions
- j) Negligence or neglect of duty resulting in any loss which might expose the Company to a serious claim
- k) Malicious damage to Company property
- l) Serious misuse of the Company's e-mail, Internet or internal mailing facilities
- m) Unauthorised release of Company commercially sensitive information
- n) Undertaking private work on Company premises without prior authorization
- o) The unauthorised release of technical, commercial, financial or, other information which could lead to a competitor gaining commercial advantage
- p) Solicitation and/or acceptance of money, gifts, services or other inducements for personal gain or the gain of family or friends
- q) Serious cases of non-compliance with any specific contractual requirements
- r) Negligence or neglect of duty resulting in the company being exposed to minimal level performance or loss of contracts
- s) Misinterpretation of fact – lying
- t) Disregard of company policies

48.44 Both lists identified above are not intended to be exhaustive or restrictive. Other issues not previously identified may also be considered as warranting disciplinary action being taken.

48.45 Serious acts of misconduct will result in a warning being issued, up to a final written warning. Proven acts of gross misconduct will be liable to a summary dismissal. The disciplinary procedure will be followed as stated above.

48.46 Where dishonesty or an infringement of the Health and Safety Procedures is involved, the facts may be reported to the police, the Health and Safety Executive or other as appropriate.

48.47 If the Company believes that gross misconduct has taken place, then the employee will be suspended with pay, for such a time as is reasonable to investigate an incident at any stage of the procedure. This would enable an investigation to take place, prior to calling the employee to a formal hearing, which following adjournment may then result in their summary dismissal.

DISCIPLINARY APPEAL PROCEDURES

49.1 Employees have the right of Appeal under the Disciplinary Appeal procedures or the Grievance procedures, provided that they have successfully passed their probation period, if that were to be the case of their appeal.

49.2 Employees have the right to lodge an appeal in respect of any disciplinary action to be taken against them (Normally 5 working days from the date they received the notification in writing).

49.3 If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your Hearing Results document.

- 49.4 An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair under the circumstance.

Appeal hearing

- 49.5 The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision into the severity and the appropriateness of the action taken can be made.
- 49.6 If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all the matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.
- 49.7 You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice, who may act as a witness or speak on your behalf. The result of the appeal will be made known to you in writing, within 5 working days after the hearing.

GRIEVANCE & GRIEVANCE APPEAL PROCEDURES

Aim

- 50.1 It is clearly in the interests of Management and all staff to have a procedure, which is capable of and is used to resolve, as quickly as possible, all issues arising between staff and management.
- 50.2 Any matter on which a redress is sought should be raised with your immediate Manager or Supervisor.
- 50.3 It should be the intention of all concerned that any issue should be resolved at this level.
- 50.4 If the matter is not resolved within five working days the Manager or Supervisor will refer the problem to the appropriate Senior Manager.
- 50.5 If it is not possible to resolve a grievance informally employees should raise the matter formally and without unreasonable delay with a Manager who is not the subject of the grievance. This should be done in writing and should set out the nature of the grievance.

Grievance procedure

- 50.6 After receiving the grievance the chairing Manager has to investigate it. After considering the situation then he/she must inform the employee of any action that is to be taken in response to the grievance.
- 50.7 The designated Manager will arrange for a formal meeting to be held without unreasonable delay (ideally within 5 working days). At any step during the procedure you have the right to be accompanied by a fellow employee or a union representative if you wish so.

- 50.8 The chairing Manager, an HR representative, the employee and his/her companion should make every effort to attend the meeting. Employees should be allowed to explain their grievance and how they think it should be resolved. Consideration should be given to adjourning the meeting for any investigation that may be necessary.
- 50.9 A record of any meetings will be kept, copies of which will be given to the employee.

Right to be accompanied

- 50.10 Workers have a statutory right to be accompanied by a companion at a grievance meeting which deals with a complaint about a duty owed by the Company to the worker. So this would apply where the complaint is, for example, that the Company is not honouring the worker's contract, or is in breach of legislation.
- 50.11 The chosen companion may be a fellow worker, a trade union representative or an official employed by a trade union. A trade union representative who is not an employed official must have been certified by their union as being competent to accompany a worker.
- 50.12 To exercise the right to be accompanied a worker must first make a reasonable request. What is reasonable will depend on the circumstances of each individual case. However it would not normally be reasonable for workers to insist on being accompanied by a companion whose presence would prejudice the hearing nor would it be reasonable for a worker to ask to be accompanied by a companion from a remote geographical location if someone suitable and willing was available on site.
- 50.13 The companion should be allowed to address the hearing to put and sum up the worker's case, respond on behalf of the worker to any views expressed at the meeting and confer with the worker during the hearing. The companion does not however, have the right to answer questions on the worker's behalf, address the hearing if the worker does not wish it or prevent the employer from explaining their case.

Actions to be taken

- 50.14 Following the meeting the chairing Manager will decide on what action, if any, to take. Decisions will be communicated to the employee, in writing, without unreasonable delay and, where appropriate, will set out what action it is intended to be taken to resolve the grievance. Employees will be informed that they can appeal if they are not content with the action taken.
- 50.15 The hearing results document should:
- a) Specify time limits for lodging and hearing the appeal (Normally 5 working days)
 - b) Provide (where possible) for a previously uninvolved Manager to hear the appeal
 - c) State the right to be accompanied by a colleague or trade union official

Grievance appeal procedures

- 50.16 Where an employee feels that their grievance has not been satisfactorily resolved they should appeal. They should let the company know the grounds for their appeal without unreasonable delay and in writing.
- 50.17 Appeals should be heard without unreasonable delay and at a time and place, which should be notified to the employee in advance.
- 50.18 The appeal should be dealt with impartially and wherever possible by a manager who has not previously been involved in the case.
- 50.19 Workers have a statutory right to be accompanied at any such appeal hearing.
- 50.20 The outcome of the appeal should be communicated to the employee in writing without unreasonable delay. The outcome of the appeal grievance hearing is final.

Overlapping grievance and disciplinary cases

- 50.21 Where an employee raises a grievance during a disciplinary process the disciplinary process may be temporarily suspended in order to deal with the grievance. Where the grievance and disciplinary cases are related it may be appropriate to deal with both issues concurrently.

RETIREMENT POLICY

- 51.1 Twin recognises that employees should be informed to enable them to retire when best for themselves, and to be provided with the opportunity to follow a flexible approach to retirement from the company.

The purpose of this policy is to:

- Provide a clear framework for managers to utilise during the management of retirement;
 - To ensure requests for flexible retirement are fairly considered, so that the changing needs and requirements of the service can be fulfilled and that patient care is at the forefront of all decisions.
 - Inform employees on the principles and practices that will govern the company's approach to retirement.
 - Promote equity and fairness and give both managers and employees the opportunity to plan.
- 51.2 Employees can choose when they wish to retire as there is no age limit to working. The company wishes to support its employees in maintaining a work/life balance. It does this through encouraging employees to consider their own working arrangements to ensure they meet the needs of the service along with their own personal needs to ensure good attendance at work.

51.3 There are a number of retirement options for employees to consider:

- General retirement
- Flexible retirement
- Early retirement
- Early retirement on the grounds of ill health

51.4 Employees should ensure that they adhere to the requirements outlined in this policy for retirement and requesting flexible retirement, and line managers should consider each request for flexible retirement fairly and consistently, taking into account the needs of the service. For more details and templates referenced in this policy are available on the Human Resources (HR) intranet page.

GENERAL RULES

CONTACT DETAILS FOR EMERGENCY

52.1 A record of next of kin, contact details in case of an emergency, the employee address, home telephone and mobile phones numbers, of employees will be maintained on the HR system in the HR department. It is your responsibility to keep these records up to date.

52.2 HR staff will request this data when you begin your relationship with the Company. Every year, a personal Data Form will be sent to you in order to keep HR records up to date. However, it is your responsibility to keep your personal data updated at all times, especially if crucial data (Emergency contact person details or current address) has changed.

52.3 Employees' personal data will be kept safe in protected electronic files and the HR system. This data will be used carefully, only when an emergency arises and for contact purposes.

VOTING

53.1 Management encourages all employees to take part in national, state and local elections. It is envisaged that employees carry out their voting obligations early morning or late evening, on the way to work or on the way home from work. If there are circumstances that you need time off for voting in an election, you must get approval from your Manager or a Director.

PERSONAL MOBILE PHONES

53.2 The use of personal mobile phones whilst on the Company premises should be reasonable, any misuse or abuse of this during working hours could lead to disciplinary action.

GENERAL RULES OF CONDUCT

54.1 The following general rules of conduct apply within the Company:

- a) You are expected to be punctual at your place of work and lateness can result in disciplinary action.
- b) You are expected to respect your colleagues and line manager (s) and refrain from idle gossiping.
- c) You are not allowed to take materials or Company tools off the premises unless you have prior Management approval in writing.
- d) The consumption of intoxicating liquor (without prior approval of Management), or the taking of non-medically prescribed illegal drugs on Company's premises is not permitted. If you are considered to be under the influence of drink or non-medically prescribed illegal drugs, you will be suspended from work with pay, pending disciplinary action.
- e) If you have brought any intoxicating liquor, without Management permission, or no medically prescribed illegal drugs onto the Company's premises you will be subject to disciplinary action, which could lead to a summary dismissal.
- f) You should only make private telephone calls using company landlines and/or company mobiles when absolutely necessary, such as when it is an emergency, and where possible you should obtain prior management approval before doing so.
- g) You must not operate radios or portable cassettes, headphones, tape recorders or any other form of audio device without prior Management permission. Where such permission is given, the volume controls must be kept to an acceptable level so that the noise level does not annoy or disturb others working within the vicinity.
- h) You are not allowed to gamble, bet or run sweepstakes etc., unless you have prior Management permission.
- i) You should not place signs, bills or notices on the Company's notice board without prior Management permission. In addition, you should not distribute pamphlets or propaganda material and you should not undertake the unauthorised sale of goods.
- j) You must not make collections on the Company's premises without prior Management permission.
- k) In the interests of security and safety, you should not bring friends or relatives beyond the Reception area without prior Management approval.
- l) It is the Company's policy to actively discourage the acceptance by employees of gifts from Clients or suppliers. Any approaches should be politely declined or, if they become persistent, referred to a member of Management. Any employee found to have accepted a gift will have disciplinary action taken against them. The only exceptions to this rule are cards and calendars.
- m) Smokers are expected to take reasonable breaks (morning and afternoon).
- n) Staff are ambassadors of Twin and must remain professional in their conduct and representation of the company at all times.

Dress Code

- a) The Company wants to be seen as a professional and successful services environment. Employees' appearances contribute to customers' and visitors' impressions. It is important therefore that all employees dress in an appropriate manner at all times.

- b) Extremes in personal appearance including manner of dress may cause distractions. Therefore, employees are expected to dress in a comfortable, but neat and business-like manner as stated below:
- c) Twin Training and Work and Volunteer employees' professional business attire Monday to Thursday could include: suits, smart trousers (no jeans), shirts and cardigans or jumpers for men and a dress, blouse, shirt, cardigans or jumpers, skirt or trousers (no jeans) for women.
- d) For Fridays and Saturdays, Twin Training International and Work and Volunteer employees have two options: They can wear professional business attire or, they can wear "relaxed-casual" attire which includes smart jeans, shirts, polo shirts or similar.
- e) Twin Employment and Training employees professional business attire Monday to Friday could include: suits, smart trousers (no jeans), shirts and cardigans or jumpers for men and a dress, blouse, shirt, cardigans or jumpers, skirt or trousers (no jeans) for women.
- f) Employees are expected to demonstrate good judgment and professional taste. Courtesy to co-workers and your professional image to customers should be the factors that are used to assess that you are dressing in business attire that is appropriate.
- g) Employees who wear business attire that is deemed inappropriate in this workplace will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate business attire.
- h) Wearing short trousers, ripped jeans, cropped tops, vests, flip-flops, sportswear, white trainers, will not be tolerated in the workplace. This can lead to a disciplinary action.
- i) For security reasons you will also be required to wear an identification badge at all times whilst at work.

EMPLOYEE PRIVACY NOTICE

How your information will be used

- 55.1 As your employer, the Company needs to keep and process information about you for normal employment purposes. The information we hold and process will be used for our management and administrative use only. We will keep and use it to enable us to run the business and manage our relationship with you effectively, lawfully and appropriately, during the recruitment process, whilst you are working for us, at the time when your employment ends and after you have left. This includes using information to enable us to comply with the employment contract, to comply with any legal requirements, pursue the legitimate interests of the Company and protect our legal position in the event of legal proceedings. If you do not provide this data, we may be unable in some circumstances to comply with our obligations and we will tell you about the implications of that decision.
- 55.2 As a company pursuing educational, training and tourism activities, we may sometimes need to process your data to pursue our legitimate business interests, for example to prevent fraud, administrative purposes or reporting potential crimes. The nature of our legitimate interests

are the employee lifecycle, namely recruitment, on-boarding, performance management, payroll, staff benefits, training, absence monitoring and exit process. We will never process your data where these interests are overridden by your own interests.

- 55.3 Much of the information we hold will have been provided by you, but some may come from other internal sources, such as your manager, or in some cases, external sources, such as referees.
- 55.4 The sort of information we hold includes your CV and references, start paperwork, health questionnaire; your contract of employment and any amendments to it; correspondence with or about you, for example letters to you about a pay rise or, at your request, a letter to your mortgage company confirming your salary; information needed for payroll, benefits and expenses purposes; contact and emergency contact details; records of holiday, sickness and other absence; information needed for equal opportunities monitoring policy; and records relating to your career history, such as training records, appraisals, other performance measures and, where appropriate, disciplinary and grievance records and DBS numbers and expiry dates (if appropriate to your job role).
- 55.5 You will, of course, inevitably be referred to in many company documents and records that are produced by you and your colleagues in the course of carrying out your duties and the business of the company. You should refer to the Data Protection Policy which is available on the intranet or in paper format. A paper copy can be provided by HR department if required.
- 55.6 Where necessary, we may keep information relating to your health, which could include reasons for absence and GP reports and notes. This information will be used in order to comply with our health and safety and occupational health obligations – to consider how your health affects your ability to do your job and whether any adjustments to your job might be appropriate. We will also need this data to administer and manage statutory and company sick pay, staff benefits should has childcare vouchers, cycle to work schemes, Techsave and Work Life Solutions.
- 55.7 Where we process special categories of information relating to your racial or ethnic origin, political opinions, religious and philosophical beliefs, trade union membership, biometric data or sexual orientation, we will always obtain your explicit consent to those activities unless this is not required by law or the information is required to protect your health in an emergency.

Where we are processing data based on your consent, you have the right to withdraw that consent at any time.

- 55.8 In addition, we monitor computer [and telephone/mobile telephone] use, as detailed in our Computer/telephone/electronic communications/expenses policy, available [in the company handbook/on the intranet. We may also keep records of your hours of work by way of timesheets.
- 55.9 Other than as mentioned below, we will only disclose information about you to third parties if we are legally obliged to do so, including providing information to embassies and

accreditation bodies or where we need to comply with our contractual duties to you, for instance we may need to pass on certain information to our external payroll provider, pension or health insurance schemes.

- 55.10 We may transfer information about you to other group companies for purposes connected with your employment or the management of the company's business.
- 55.11 Your personal data will be stored during your employment with us and for a period of 7 years after you leave our employment.
- 55.12 If in the future we intend to process your personal data for a purpose other than that which it was collected we will provide you with information on that purpose and any other relevant information.

Your rights

- 55.13 Under the General Data Protection Regulation (GDPR) and The Data Protection Act 2018 (DPA) you have a number of rights with regard to your personal data. You have the right to request from us access to and rectification or erasures of your personal data, the right to restrict processing, object to processing as well as in certain circumstances the right to data portability.
- 55.14 If you have provided consent for the processing of your data you have the right (in certain circumstances) to withdraw that consent at any time which will not affect the lawfulness of the processing before your consent was withdrawn.
- 55.15 You have the right to lodge a complaint to the Information Commissioners' Office if you believe that we have not complied with the requirements of the GDPR or DPA with regard to your personal data.

Identity and contact details of Data Protection Officer

- 55.16 Adrian Butcher is the data protection officer for the purposes of the DPA 18 and GDPR.
- 55.17 If you have any concerns as to how your data is processed you can contact:

Adrian Butcher, Data Protection Officer, email: abutcher@twinuk.com

or you can write to the individual using the address of

**Twin Group,
1st Floor,
The Greenwich Centre,
12 Lambarde Square,
Greenwich,
London,
SE10 9GB**

CONCLUSION

ALTERATIONS AND ADDITIONS

- 56.1 The provisions of this Handbook may be altered by the Company as occasion requires or as legislation demands. Such legislative changes as are mandatory on the Company will be deemed to take effect as at the effective date of the legislation. However, the terms of any other proposed alteration or addition will be discussed as appropriate and agreed with you or your designated representative.
- 56.2 Changes will be communicated to you formally.

BREACH OF PROVISIONS

- 57.1 Any breach of these provisions or any misconduct not specifically mentioned herein may be dealt with by the disciplinary procedure. The taking of disciplinary action by the Company does not preclude the possibility of action in Civil or Criminal Court, whether initiated by the Company, the individual or the Civil Authorities.

COMMUNICATIONS

- 58.1 It is your duty to read all notices on the official Notice Boards, newsletters and e-mails and to comply with their requirements insofar as they relate to the Main Terms and Conditions of Employment. Alleged ignorance of any notice will not be accepted as an excuse for non-compliance.

We hope that this Handbook helps you to understand the way in which the Company works and your role within it. However, if any of the above terms should be unclear or you have any questions to raise, please do not hesitate to do so with your manager or the HR team.