RFL PROPERTY SERVICES

Working with the Royal Free London

Employee Handbook

January 2026

Version 2.1

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Welcome

I am delighted to welcome you to RFL Property Services Ltd. You are certainly joining us at an exciting time!

Our vision is simple yet ambitious: to design, build, and manage safe, sustainable, innovative healthcare estates that put communities first – creating resilient, effective and high-performing spaces for the future.

RFL Property Services (RFLPS) is a wholly owned subsidiary company of the Royal Free London NHS Foundation Trust (the "RFL Group"). We work in partnership with the RFL Group and multiple other NHS organisations to support and promote good clinical outcomes, enhance patient experience, and enable staff to deliver world class care.

Since incorporation in 2018, we have grown rapidly, currently managing a portfolio of over 120 properties and delivering services across multiple NHS Trusts. We have been recognised for our efforts in the industry by winning IHEEM and Building Better Healthcare Estates and Facilities Team of the Year and gaining ISO accreditation for several of our services. These are all amazing achievements and testament of the hard work and dedication of everyone involved.

I firmly believe that an organisation's key asset is its people and RFLPS is no different. We started out with 11 employees but now employ more than 170 people who are all working towards delivering on our shared vision. Our diverse mix of talent and experience, both from within the NHS/public sector and private/commercial backgrounds is what makes us unique and something that we are immensely proud of and will continue to invest in as we grow our business.

We are constantly looking at ways to develop and strengthen our talent, learning with and from each other to broaden our insights, knowledge, and perspective to overcoming challenges, problems, and improve productivity.

Our journey to transform NHS healthcare estates and operational services that will deliver better, safer and more efficient care to patients has only just started.

You are now part of that journey, and I am certain you will have a successful and rewarding career with us ahead of you.



Andrew Panniker

Managing Director

RFL Property Services

1. Introduction

This Handbook applies to all employees of Royal Free London Property Services ("RFLPS") (Property Services) known as the "Company".

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

This Handbook has been complied to help understand what is expected of you as an employee of the Company. The information provided in this Handbook does not form part of any employee's Contract of Employment unless expressly stated and agreed to the contrary.

All employees are expected to familiarise themselves with the content of this Handbook and adhere to the arrangements described in this Handbook at all times.

In addition to this Handbook, all employees are expected to comply with all the Company's rules, instructions, policies and procedures which are available on the RFL Group's intranet. Any failure to do so may result in disciplinary action. The Company reserves the right to make reasonable changes to any part of the information provided. Any proposed adjustments will be circulated to employees within 4 weeks of changes being implemented.

Should there be any inconsistency between the provision of this Handbook and the Contract of Employment, the latter will prevail. Other or revised rules, policies and procedures may be issued at any time separate to this Handbook and it is the employee's responsibility to observe and adhere to these.

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

1.1 Definitions

Royal Free London Property Services is a company which, though legally separate entity from the Royal Free London NHS Foundation Trust Group (the RFL Group), was created by the RFL Group, is wholly owned by the RFL Group, and are governed by the same values and objectives as the parent RFL Group. "Wholly Owned Subsidiary" means a subsidiary of the Royal Free London NHS Foundation Trust.



1.2 Background

Royal Free London Property Services (RFLPS) is a separate company which is wholly owned by the Royal Free London NHS Foundation Trust (the "RFL Group") and work in partnership with the trust to support and promote good clinical outcomes, enhance patient experience and enable its employees to deliver world class care. As this is a wholly owned company, the RFL Group retains 100% of the shares in the company, ensuring that the Company employees and the relevant funding remains within the NHS family.

In the development of RFLPS, the RFL Group Trust board committed to developing new pay and terms and conditions which are broadly financially equivalent to NHS Staff, taking into account annual leave, pensions and other benefits.

Following the formation of RFLPS in 2018, as a wholly owned subsidiary of the RFL Group,

we have embarked on a journey of transformational change in the way estate services are delivered within the NHS.

In a spirit of true blended partnership, we are committed to providing sound asset management and development services that support educated and informed investment and service delivery decisions across customer sites but give real focus on service sustainability, productivity, health outcomes, experience, and wellbeing across our customer sites.

Our capability and quality have already been recognised in the winning of two estates team of year awards in 2019. We pride ourselves on being able to recruit and retain a workforce that has the capability and capacity to solve complex problems and deliver a service that is flexible, resilient and can be tailored to suit customer needs and ambitions.

Supporting our employees and making them feel valued is at the heart of our ability to perform.

1.3 Purpose, Vision and Mission

- **Purpose** – Our purpose is to invest in the future of health. We are proud to support all our clients in this mantra.
- **Vision** – Our vision is to design, build and manage safe, sustainable, innovate healthcare estates that put communities first – creating resilient, effective and high-performing spaces for the future.
- **Mission** – Our mission is to be the trusted partner of choice in designing, building and transforming innovative, sustainable and community focused healthcare estates.

We aim to enable RFL Group and our external clients to deliver and develop leading local healthcare to improve lives and help people thrive. RFL Group's governing objectives set out how we will achieve our vision and mission by making sure that we have:

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

The RFLPS Executive team have developed four strategic pillars to help define our ambitions and provide clarity to our teams and the RFL Group on our mission and governing objectives which focus on 4 key areas:

- People – Attract and retain the industries best people.
- Experience – Innovation solutions that optimise the experience for all.
- Quality – Elevate the level of sustainable, consistent service from the norm.
- Sustainability and Growth – Deliver consistent growth to enable reinvestment into patient care.



1.4 Values

We proudly uphold the Royal Free London Group values — and at RFLPS we go further with our own focus on innovation and sustainability to drive long-term impact.

Positively welcoming - Openness and warmth shape how we work — creating a

culture where everyone feels valued, included, and that they truly belong.

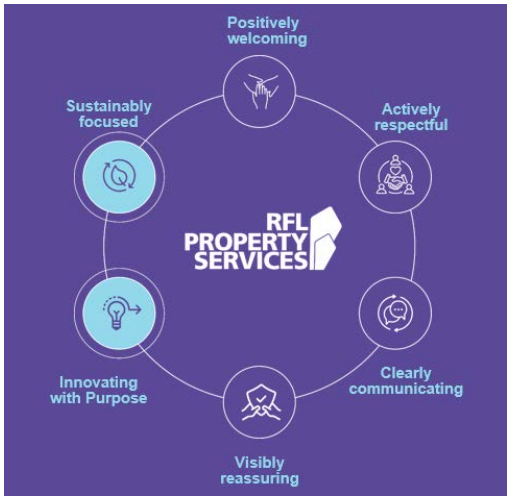
Actively respectful - Genuine care and professionalism guide every interaction — valuing difference, listening deeply, and working with integrity.

Clearly communicating - Clarity, purpose, and transparency drive our conversations — making complex ideas accessible and ensuring people stay informed and connected.

Visibly reassuring - Confidence and consistency define our delivery — building trust through action, transparency, and long-term commitment.

Innovating with Purpose - Forward thinking and curious — always looking for better ways to solve problems, add value, and improve how we work.

Sustainably focused - Guided by impact — designing solutions that consider the future, protect resources, and create lasting benefit for people and planet.



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

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

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

1.5 Equality and Diversity

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

The Company has a responsibility to ensure that everyone has equal access to employment, development, learning and training opportunities. It has been largely driven by legislative developments focusing on outlawing unfair discrimination.

Managing equality and diversity is regarded as a more positive or proactive approach, because it places emphasis on valuing differences between individuals and recognising that the engagement of all employees from a range of backgrounds can bring positive benefits to an organisation.

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

The Company demonstrates a commitment to eliminating discrimination, encouraging, and valuing diversity and inclusion in all of its

processes including recruitment and selection, training, promotion, transfer, pay and benefits and performance appraisal procedures, in addition to all terms and conditions of employment.

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

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

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

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

1.5.1 DEI&B Group

The Company's equality and diversity vision is to build an equitable, diverse and inclusive organisational culture where you:

- can be your authentic self as everyone is valued for what they bring to RFLPS,
- have an equal and fair opportunity to flourish at RFLPS,
- have a voice and are empowered to speak out on matters that are important to you, and
- feel deeply connected with RFLPS and want to drive positive change and succeed together.

Our Diversity, Equality, Inclusion and Belonging (DEI&B) objectives are to:

- Enlighten – helping everyone better understand their role in shaping our organisational culture and making RFLPS a more diverse and inclusive place of work for all
- Engage – involving everyone in driving positive change and enabling open communication at all levels
- Empower – ensuring everyone is empowered to have a voice and is encouraged to speak out on matters that are important to them
- Embrace – making DEI&B part of our organisational culture where we drive positive change and succeed together

In order to deliver our DEI&B vision and objectives, we have formed our DEI&B Group, with members representing all departments at RFL Property Services.

This working group provides support and guidance for all diversity, equity, inclusion and belonging initiatives within RFL Property Services.



1.6 Confidentiality

You must be aware of the importance of maintaining the confidentiality of information gained during the course of any employment or assignment (as applicable) at all times. This will in many cases include access to personal information relating to patients, service users and members of the public. You must treat all information in a discreet and confidential manner.

Please note that your obligation to respect the confidentiality of information you encounter continues after your employment or

assignment (as applicable) with the Company comes to an end.

Data protected information regarding service users must not be disclosed either verbally or in writing to unauthorised persons. Written records, computer records and correspondence pertaining to any aspect of the Company's activities or the activities of the RFL Group must be kept securely at all times and employees will be expected to comply with the RFL Group's Data Protection Policy and Procedures. Breach of confidentiality may give rise to disciplinary action under the Company's Disciplinary Procedure.

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

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

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

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

1.7 Data Protection

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

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

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

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

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

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

1.8 Personal Data

The Company processes your personal data for the purposes of personnel administration, management, and to comply with its

obligations regarding the keeping of our employee records.

The Company will treat all personal information as confidential and will not use or process it other than for legitimate purposes. The Company will ensure that the information is accurate, kept up-to-date and not kept for longer than is necessary.

Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

For information on how your personal data is processed for the purposes of providing your pension and death in service benefits, please see sections 2.9.1 (Pension Enrolment) and 2.9.2 (Group Life Assurance).

1.9 Information Technology

You are required to familiarise yourselves with the RFL Group's policies and procedures related to information and technology. These can be found from the RFL Group's intranet.

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

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

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

The Company reserves the right to monitor the use of its information and technology by its employees.

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

1.10 Employee Engagement

Our ethos at RFLPS is about positive changes and making our Company the best place of work for our people.

In order to achieve this, it is vital that we understand the challenges faced by you and use this feedback to improve working life in a way that is meaningful to you.

Therefore, RFLPS has partnered with HIVE, a highly regarded specialist in the field of People Analytics with dedicated resources through their employee engagement survey platform to assist RFLPS with the management and administration of our people engagement survey and survey result reports, while ensuring confidentiality in everything you say in the surveys.

People engagement survey is a great opportunity for you to tell us how you really feel about working for the Company and what actions we can take to drive positive change together.

We run a full people engagement survey on an annual basis as well as smaller "pulse" surveys on specific topics at other points during the year.

While it is not compulsory to participate in the surveys, we would encourage as many people to share their views with us as possible so that we can take appropriate actions to make improvement on areas you would like to see at RFLPS.

All employees are entitled, and encouraged, to participate in the Company's people engagement surveys, and both RFLPS and HIVE are 100% committed to confidentiality and keeping your identity, scores and responses protected so that you have the confidence in having your say on things that are really matter to you.

2. First Day Information

2.1 Place of Work

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



2.1.1 Hybrid Working

RFLPS recognises the need to develop modern working practices to enable employees to maximise their performance and productivity by adopting hybrid working, whilst ensuring that we maintain visibility and accessibility across all of RFLPS and our customer sites.

Hybrid working is an agile way of working that enables RFLPS to empower its employees to work more flexibly by embracing new ways of working supported by technology, which can be available on commencement of employment for both full and part time employees, depending on an employee's job role, nature of the work they do, and the needs of RFLPS and its customers.

Under the RFLPS hybrid working practice, full time employees in non-operational roles are required to work a minimum of 3 days a week at RFLPS's Office and/or its customer sites. Full time employees in operational roles are required to work a minimum of 4 days a week on site and the day where employees are working off site must be agreed with their functional directors. Employees working part time hours should agree with their line managers on the minimum days required to work from RFLPS's office and/or its customer sites.

Where services can only be provided by employees working at a particular site, the requirement for employees is to work from their site at all times.

For the purpose of RFLPS hybrid working practice, operational roles are defined as roles that are based at w hospital and/or its associate sites where tasks and responsibilities of the role are directly linked with site operations.

The days employees choose to work from sites must be based on business or customers' needs and not be set days during the working week to ensure we maintain visibility and accessibility at all times. RFLPS expects its employees to work at least two Mondays and two Fridays from its office and/or its customer sites a month.

Employees who wish to have set working days on site should follow RFLPS flexible working procedures set out in this handbook and submit a formal flexible working request to their line manager for consideration.

When working from home or off site, employees must ensure that they remain contactable and maintain regular communication with their line managers. Department/team meetings should always take place in person to enable greater team collaboration.

Hybrid working is not a contractual right and RFLPS reserves its right to remove and/or amend if there is a business reason to do so. In an event where RFLPS choose to remove or amend its hybrid working, employees will be given reasonable notice of the change. However, the notice will not exceed a period of more than 4 weeks.

Overseas working is not supported by the Company except in exceptional circumstances and with agreement from both the Managing Director and Senior Information Risk Office (SIRO). Agreements for overseas working should be for a maximum of 14 days.

2.2 Working Hours

The Company's standard hours of work are detailed in your contracts of employment or contracts of assignments (as applicable).

Your specific working pattern (specific work rota) will be agreed with your line manager at

the start of your employment or assignment (as applicable).

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

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

If it is necessary for you to leave work prior to your finishing time or to have time away during the working period, you must not leave without first obtaining permission from your line manager. In such circumstances, you must report to your line manager before leaving and, where appropriate, prior to returning to work.

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

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

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

2.3 Working Time Regulations 1998

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

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

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

2.4 Changes to Your Working Hours

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

The Company expects our employees to be flexible and try to work the new arrangements if they can. There may also be times where the Company may request a more fundamental change to their hours, including reducing or making significant changes to their working hours. If this is the case, the Company will commit to consulting with the impacted employees appropriately in advance of implementing any such changes.

2.5 Personal Details

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

During the duration of employment or the assignment (as applicable), you will be responsible for updating personal information via the ESR Self Service function. You must update the system immediately of any change related to, e.g., address, telephone number, next of kin, bank details etc.



For more information on this process, all employees are encouraged to familiarise themselves with the relevant pages of the RFL Group's intranet.

It is in your interest to notify the Company of any such changes. The Company will not be responsible for any issues arising out of the failure to be notified of changes in respect of the employee's personal details.

In instances where there is a breach of a requirement to update such information in accordance with any conditions pertaining to right to work within the UK, then appropriate action may be taken by the Company up to and including suspension [without pay] or dismissal.

2.6 Probation Period

The appointment of all employees will be subject to a formal probationary period of up to 6 months. This period provides the opportunity to assess performance and capability to undertake the role.

The Company will write to confirm that the probation period has ended. The probationary period may be extended if further assessment over a longer period of time is required. If this is the case, the employee will be notified of the revised probationary period expiry date.

For those employees who are on a fixed term contract, please refer to the table below for the recommended probation periods:

Length of Fixed Term Contract	Recommended Probationary Period
3 months or less	1 month
4 – 6 months	3 months
7 – 9 months	4 months
10 months and more	6 months

For more information on this process, please refer to the Company's Probation Procedure Flow Chart from the RFL Group's intranet.

2.7 Job evaluation

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

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

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

2.8 Salary

As outlined in your offer letter and contract of employment/contract of assignment (as applicable), salary will be paid monthly by direct debit. For details regarding pay, you should refer to your contract of employment or contract of assignment (as applicable). Please note that all remuneration information is confidential.

The normal pay day for the Company is the 24th of each month, or the last working day before the 24th if it falls on weekend or public holiday. You will be notified in advanced to any changes to this. If you start with the Company on or after 15th day of the month, you will be paid your first salary in the following month due to payroll cut off dates.

After each salary payment, you will be able to login to the ESR Self Service System to view your online payslip and see how the total amount of pay has been calculated. This will also show any deductions which have been made and the reasons for these deductions.

If you have any queries regarding the details on your payslip or the amount paid, these should be raised with your line manager in the first instance, so that they can address any issues raised. If there is still uncertainty or dissatisfaction with any response received, you can then contact the Group Payroll provider team directly for clarity. The contact details can be found from the RFL Group's intranet.

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

2.8.1 Pay and Pay Progression

WOS Grade	Years for WOS to progress points	Pay Step Point	Basic Pay
A	0	1	£28,057
B	0	1	£30,356
C	2	1	£31,479
		2	£32,662
D	3	1	£33,844
		2	£36,208
E	3	1	£39,459
		2	£45,665
F	3	1	£49,210
		2	£54,706
G	3	1	£56,550
		2	£63,311
H	3	1	£65,759
		2	£71,079
I	3	1	£76,398
		2	£82,900
J	3	1	£84,672
		2	£96,788
K	3	1	£102,107
		2	£113,632
L	3	1	£121,317
		2	£133,137

2.8.2 Starting Salaries

Newly appointed or promoted employees will start on the first point of the pay grade. At the discretion of the RFLPS Managing Director and Head of People where the individual has relevant experience, the employee may start on the second point of the grade.

Where such discretion is exercised, it will be on an objective basis in line with an appropriate management business case.

2.8.3 Pay Progression between Points

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

- Grade C – on the second anniversary of their start date in the post
- Grade D – L on the third anniversary of their start date in the post

subject to:

- The appraisal process has been completed within the last 12 months and outcomes are in line with the company's standards.
- There is no formal capability process in place.
- There is no formal disciplinary sanction live on the employee's record.
- Statutory and/or mandatory training has been completed.
- For line managers only – appraisals have been competed for all their team members as required.
- Appraisals should continue to take place as a minimum on an annual basis, regardless of whether it is a year which includes moving to the second pay point.

In exceptional circumstances and subject to an objective business case being approved including the joint agreement of the Company's Managing Director and Head of People, progression to the second point in the grade may be accelerated, due to either business need or as a result of the employee's experience and qualifications.

In the case where an employee is on planned long-term paid absence such as maternity, adoption and shared parental leave, the pay step review can be conducted early if this is reasonable and practical, allowing the pay step to be applied on their pay step date in their absence.

2.8.4 Pay Progression for Grades J, K and L

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

Any decisions to delay the pay progression until an employee meets the required

standard are made by the Company's Managing Director and Head of People.

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

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

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

2.8.5 Annual Pay Review

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

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

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

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

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

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

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

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

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

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

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

2.8.6 Overtime

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

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

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

2.8.7 Authorised Overtime Rates

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

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

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

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

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

2.8.8 Enhancements

Employees who work unsocial hours from 20:00 – 06:00 Monday to Saturday will be eligible for an enhancement payment of 1.15 times their hourly rate.

For all hours on Sundays, they will be eligible for an enhancement payment of 1.33 hourly rate and for all hours on public holiday's, they will be eligible for an enhancement payment of 1.5 hourly rate.

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

2.8.9 On-call arrangements

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

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

Below table summarises the On-call arrangements and payments for employees who are eligible for on-call.

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

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

2.8.10 Employee Pay Protection Process

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

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

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

- Personal choice i.e., not as an alternative to redundancy
- Ill-health (not applicable to a work-related injury)

- Conduct or capability reasons
- Changes made as a result of normal job rotations, training programmes.
- Changes in staffing levels (e.g., on-call rotas) or similar normal business variations.

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

2.8.11 General Principles

The need for flexibility and change is important to the efficient management and continued success of the Company.

Therefore, you may be asked to move post to allow the effective utilisation of resources, skills etc. The Company values all its employees and recognises the effect change has on individuals. It will attempt to minimise this by having open communication, applying agreed procedures and protection of pay, where appropriate.

Further information on how organisational change will be handled can be found in the process for Managing Organisational Change from the RFL Group's intranet.

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

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

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

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

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

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

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

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

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

'Protectable earnings' are basic wage or salary which does not include overtime, on–call or unsocial hours' payments.

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

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

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

2.8.12 Pay Protection Time Periods

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

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

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

2.9 Benefits

2.9.1 Pension Enrolment

The Company will comply with the employer's pension duties in respect of the employee in accordance with The Pension Act 2013.

All employees will automatically be enrolled onto the Company's Qualifying Pension Scheme, NEST (National Employment Savings Trust) from the first day of their employment or assignment (as applicable) with the Company, in line with the auto enrolment regulations and subject to meeting the eligibility criteria.

Employees will be sent a member welcome pack by NEST pensions which contains important information about their pension enrolment, employer and employee pension contributions. You are encouraged to read this information carefully.

As part of the provision of your pension, the Company shares your personal data with NEST. The personal data that we share for this purpose is your title, name, date of birth, gender, National Insurance Number, employee assignment number, home address, work and personal email address and your employment start date with the Company. Where personal data is shared, the Company relies on the legal basis of 'legal obligation' for sharing your data as we are obliged by law to automatically enrol you in a pension scheme. No special category data will be shared with NEST.

2.9.2 Group Life Assurance

From 1st January 2025, all employees are covered under the Company's Group Life Assurance Policy from the first day of their employment or assignment (as applicable) with the Company. In the event of an employee's death during employment, their beneficiaries (subject to the completion of an expression of wish form) will receive four times of their salary.

As part of the provision of the above-mentioned death in service benefits, the Company shares your personal data with the Group Life Assurance Policy provider. The personal data that we share for this purpose is your gender, date of birth, title, full name, salary, date of joining the Company, job title, workplace postcode. Where the personal data shared is not special category data, the Company relies on the legal basis of 'contract' for sharing your data as the sharing is necessary for the purposes of provision of the cover, which is a contractual benefit. Where special category data is shared, we consider that the 'substantial public interest' condition applies to this situation. Where information is shared using the 'substantial public interest' condition, we must have an Appropriate Policy Document in place. For more information, please refer to the Data Protection Appropriate Polic Document on the RFL Group's intranet.

2.9.3 Other Employee Benefits

All employees are eligible for a range of non-contractual employment benefits. For more information, please refer to the RFL Group's Trust intranet.

2.10 Trade Unions

The Company recognises the important role trade unions play within the organisation and encourages its employees to join the appropriate trade union should they wish to. However, this is not a requirement of your employment with the company. For more information, please refer to the RFL Group's intranet

3. Types of Leave

3.1 Annual Leave

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

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

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

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



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

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

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

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

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

Payment for annual leave will be at your normal rate of pay.

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

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

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



You have a responsibility to ensure that you take your full annual leave entitlement each annual leave year. Therefore, you should discuss with your line manager no later than the end of May (each year) how you would

like to take up to 75% of your leave entitlement. This will allow leave requests to be discussed and allocated within the department, taking into account the service needs of the department.

All annual leave taken must have prior approval and authorisation.



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

No responsibility will be accepted for monies lost as a consequence of an employee's failure to follow this procedure.

On termination of employment or any assignment, the employee will be paid any accrued untaken annual leave.

However, if the amount of leave taken during the leave year exceeds the amount accrued by the termination date of employment, the pay for the excess leave that has been taken will be deducted from the employee's final pay as an overpayment.

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

All carried over annual leave must be taken within the first 3 months of the leave year.

3.1.1 Option to Purchase Annual Leave

You have the right to purchase an additional 5-day annual leave per annum. Payment will be deducted from your salary within the same financial year requested.

3.1.2 Religious Holidays

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



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

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

3.2 Special Leave

The Company recognises that from time-to-time, employees may need to take time off

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

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

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

Line manager must record any special leave for their team members via the Health Roster system.

3.2.1 Dependent Leave

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

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

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

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



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

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

3.2.2 Bereavement Leave

In the event of the death of a member of the employee's close family, the employee should contact their line manager to request bereavement leave as soon as reasonably practicable.

The amount of bereavement leave is to be agreed by their line manager per each occasion.

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

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

- Spouse
- Civil Partner
- Parent
- Partner

- Child*
- Sibling
- Grandparent

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

*All bereaved parents are also eligible for up to 2 weeks Statutory Child Bereavement Leave and Pay (See s.4.16).

3.2.3 Public Duties

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

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

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

Where discretion applies, regard will be paid to:

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

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

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

3.2.4 Special Leave (Infection Precaution)

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

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

3.3 Jury Service

If an employee is called to Jury service, they should advise their line manager straight away.

The Company shall continue to pay the employee's salary while they are away. However, they will be required to claim 'loss of earnings', travel and subsistence (using a certificate that the Court will issue to you) and are required to pass this onto the Payroll department who will on receipt make an appropriate adjustment to the employee's salary.



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

If the employee's service is not required for any part or whole court day, they may be expected to return to work for the remainder of the working day. This does not apply where the employee would otherwise have been working night or weekend duty.

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

3.4 Employment Break

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

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

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

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

Employee should apply in writing to their line manager stating the reasons for and the duration of the employment break required.

The application should be received in writing at least three months before the break is planned to start. The line manager will then arrange for a meeting to take place as soon as possible after receiving the application to discuss.

3.5 Carers Leave

Employees can take up to one (working) week unpaid every 12 months, if they are caring for a spouse, civil partner, child, parent or other dependant who needs care because of a disability, old age or any illness or injury likely to require at least three months' care.

They can choose to take leave as:

- half days – this is the minimum they can take
- full days
- a whole week

A minimum of 3 days' notice must be provided by the employee to request carers leave. This depends upon the amount of leave being requested.

Please speak to your line manager or a member of RFLPS People Team for more information.

Parents may also take separate unpaid parental leave up to 18 weeks to look after their children (See s.4.15).



4. HR Process and Procedure

4.1 Managing Attendance at Work and Sickness Absence Procedure

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

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

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

4.1.1 Reporting Absence

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



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

4.1.2 Statutory Sick Pay ("SSP")

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

SSP is not payable to:

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

All SSP payments are to be deducted from any payments to which employees are entitled under the occupational sick pay scheme set in below section.

4.1.3 Occupational Sick Pay

An employee's occupational sick pay entitlement is calculated as follows:

Continuous Service	Occupational Sick Pay
During the first year of service	1 month full and 1 month half pay
During the 2nd year of service	1 month full and 2 months' half pay
During the 3rd year of service	2 months full and 2 months' half pay
During the 4th year of service	3 months full and 3 months' half pay

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

If pay reduces to half pay owing to the length of sickness absence, the employee will receive half the amount that is normally

payable by the Company for the period in question. However, half pay plus any SSP entitlement (or state benefit) together must not exceed full pay. Where it does any half pay will be reduced accordingly.

Subject to joint approval of the Company's Managing Director and Head of People, RFLPS may exercise its discretion to extend the period of occupational sick pay on full or half beyond an employee's contractual entitlement as outlined above in any circumstanced it deems reasonable.

4.1.4 Fit Notes

Where a period of sickness exceeds three calendar days, a self-certificate must be sent to the line manager.

Any period of sickness that exceeds 7 calendar days will require a fit note to be submitted to the line manager, on a continuous basis for the duration of the absence.



Failure to provide regular certification may result in a suspension of pay and an investigation under the disciplinary procedure for unauthorised absence. Subsequent fit notes should ideally be provided on the expiry of the previous fit and no later than 7 calendar days. If an employee persistently fails to provide fit notes for the duration of their absence, the Company may initiate an investigation under its disciplinary procedure.

4.1.5 Return to Work

A return-to-work meeting will be completed for all periods of sickness absence. This informal but private meeting should be conducted away from the work area/desk and other colleagues. The return-to-work form will be completed by the line manager and the conversation should follow:

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



4.1.6 Phased Return to Work

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

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

4.1.7 Reasonable Adjustments

The line manager along with Royal Free London Group's Occupational Health and Wellbeing Centre will advise whether any reasonable adjustments can be made to an employee's role which enables them to return to work for a transitional period until they are fully fit.

Workplace adjustments can be temporary or made on a permanent basis. Adjustments, where they can be reasonably accommodated should be made prior to the referral to the Royal Free Group's Occupational Health and Wellbeing Centre and might include:

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

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

4.1.8 Sickness Absence Triggers

The Company trigger points for short term sickness:

- 6 separate episodes of sickness (regardless of the number of days absence) in a rolling 12-month period
- 10 working days in a rolling 12-month period, on 2 or more occasions
- Sickness patterns that cause concern e.g., absence occurring at a similar time each week/month/year

The Company trigger points for long term sickness:

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

4.1.9 Sickness and Holiday

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

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

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

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

Employees are permitted to go on annual leave whilst on long term absence as long as the holiday won't have a detrimental impact on their health/condition.

The employee will need to let their line manager know, even if the holiday is medically recommended and the time away will be deducted from their annual leave entitlement.

4.1.10 Medical, Dental and other Health Appointments

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

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



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

4.1.11 Fertility Treatment

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

4.2 Parental Leave Processes

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

The Parental Leave processes are designed to support eligible employees who are parents, prospective parents, or anyone with formal parental responsibilities.

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

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

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

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

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

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

4.2.1 Parent Leave

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

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

Eligibility and entitlement details for Parental leave pay can be found below and a summary of the Company's parental leave notification process and application forms can be found in the Parental Leave Process Flow Chart from RFL Group's intranet.

If you are a partner of the primary carer, you may be entitled to Parent Support Leave (regardless of your gender), and this entitlement is 2 weeks taken together or as separate blocks of 1 week giving minimum of 28 days' notice for each block of leave.

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

4.2.2 Entitlements / Eligibility

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

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

	Returning to Work (minimum of 3 months)	Not Returning to Work
Service	**Entitlement**	**Entitlement**
Employees have less than 26 week's continuous service at the end of the: i. 15th week before the expected week of childbirth or ii. matching week	Up to a maximum of 52 weeks unpaid leave. Employees will be sent a form from the Payroll department so that they can claim Maternity /Adoption Allowance if they meet the criteria.	Employees will be sent a SMP1 form from the Payroll department so that they can claim Maternity/Adoption Allowance if they meet the criteria.
Service	**Statutory**	**Statutory**
Employees have at least 26 weeks continuous service but less than a year at the end of the: i. 15th week before expected week of childbirth ii. matching week	Up to a maximum of 52 weeks leave. 6 weeks of higher rate SMP/SAP (90% of average weekly salary) - 33 weeks standard SMP/SAP or 90% of weekly salary (whichever is lower) - 13 weeks unpaid leave	6 weeks of higher rate SMP/SAP (90% of average salary) - 33 weeks standard SMP/SAP or 90% of weekly salary (whichever is lower).
Service	**Occupational**	**Statutory**
Employees have at least 12 months continuous service at the beginning of the: 11th week before expected week of childbirth/ matching week	Up to a maximum of 52 weeks leave. - 8 weeks full pay - 18 weeks half pay plus standard SMP/SAP (not to exceed normal full pay) - 13 weeks standard SMP/SA - 13 weeks unpaid leave	6 weeks of higher rate SMP/SAP (90% of average salary) - 33 weeks standard SMP/SAP or 90% of weekly salary (whichever is lower).

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

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

4.2.3 Appointments

All pregnant women have a statutory right to reasonable paid time off for antennal care, regardless of length of service or the number of hours worked, when requested in advance.

Antenatal care may include relaxation and parent craft classes recommended by the employee's doctor, midwife or health visitor.

4.2.4 Keeping in touch

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

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

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

4.2.5 Health and Safety

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

However, there are more specific regulations that need to be taken into account for new or expectant mothers.

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

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

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

4.2.6 Right to accompany a Pregnant Woman

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

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

4.2.7 Parent Support Leave (previously known as Paternity Leave)

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

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

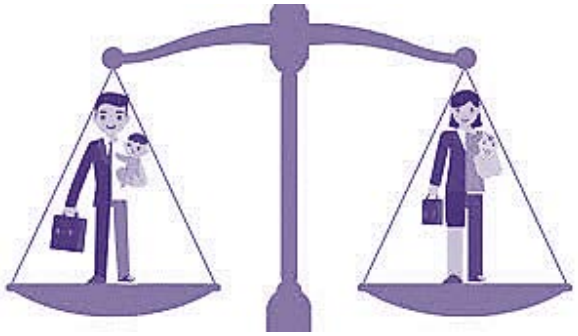
Ordinary Parental Support Leave is up to 2 weeks leave which can be taken, at any time in the first 52 weeks after the birth, if their baby is due on or after 7 April 2024.

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

	Statutory Parental Support	Occupational Parental Support
Entitlement	A employee is entitled to 2 weeks paid Statutory Parental Support leave if: 1. They have worked continuously for the Company for 26 weeks by the end of the 15th week before the expected week of childbirth or within 7/28 days (in country /overseas adoption respectively) of the adopter being matched with the child and are still employed/assigned at the birth date/placement date. 2. Their average earnings are above the lower earnings limit for the payment of National Insurance contribution for the 8-week reference period. 3. They give the correct notice	All employees who have 12 months continuous service before the child is expected to be born, or placed in adoption, are entitled to Occupational Parental Support Pay.
Payment	Statutory Parental Support leave is paid at the rate of statutory pay or 90% of their earnings, whichever is lower.	This is paid at full pay for two weeks, inclusive of Statutory Paternity Pay.

4.2.8 Shared Parental Leave (SPL)

Shared Parental Leave enables eligible parents to choose how to share the care of their child during the first year after their birth or adoption. The 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 (SPL). There may also be an entitlement to some Shared Parental Pay (ShPP).

If you are considering opting into the shared parental leave, it is a good idea to speak to your line manager early on, in order to discuss your request in detail.

Shared parental leave must be taken before the child's first birthday / first year of being matched for adoption, and a minimum 8 weeks' notice must be given for any request.

4.2.9 Parental Leave

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

Employees will be entitled to unpaid parental leave if they meet all of the following conditions:

- They have completed one year's continuous service; and
- They wish to take leave for the purpose of caring for the child; and
- They have parental responsibility for the child, i.e., they are parent named on the child's birth certificate/ adoption certificate.

Parental leave is applicable to any employee in the Company who has nominated caring responsibility for a child under the age of 18.

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

Foster parents are not entitled to parental leave.

For more information regarding entitlement for unpaid parental leave, please speak to your line manager or a member of the RFLPS People team.

4.2.10 Annual Leave during Parental Leave, Parental Support Leave and Shared Paternal Leave

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

Annual leave accrues in the same way and at the same rate as if the employee was at work. It may be mutually beneficial to both the Company and the employee to take any accrued annual leave before and/or after the formal (paid and unpaid) leave period. The amount of annual leave to be taken in this way, or carried over, should be discussed and agreed between the employee and their line manager.

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

4.2.11 Parental Bereavement Leave and Pay

All bereaved parents or primary carers who lose a child/ren will be eligible for a minimum of two weeks of parental bereavement leave per child.

This includes adoptive parents, legal guardians, individuals who are fostering to adopt, and any other parent/child relationship deemed to be reasonable. Parents who experience a still birth after 24 weeks will also be eligible, in addition to any other type of leave being taken.

The two weeks of leave do not have to be taken together but must be taken within 56 weeks following the death of the child/ren.

Employees should notify their line manager as soon as they are able to that they are taking this type of leave and advise how much leave they require.

Parent's/carers can receive two weeks' occupational parental bereavement pay which will include any entitlement to statutory parental bereavement pay at a rate equivalent to the average that would have been received had the employee been at work. Further leave may be granted but may be unpaid.

4.2.12 Neonatal Care Leave and Pay

From the first day of employment, all parents and those with parental responsibilities will be eligible to take Neonatal Care Leave if they have a baby who requires neonatal care for more than 7 days following birth up to 28 days old. The 7 days eligibility period starts the day after the baby has been admitted for neonatal care. Parents are not entitled to this leave during the first 7 days of neonatal care.

A maximum of 12 weeks leave can be taken depending upon how long the baby requires neonatal care.

Employees can take Neonatal Care Leave in 2 tiers:

- Tier 1 - when baby is still receiving neonatal care and up to 1 week after care ends and can be taken in unlimited blocks to enable employees to stop working at short notice to support the care of their baby.
- Tier 2 - any period outside of Tier 1 up to 68 weeks from the date of baby's birth and must be taken as a continuous block of leave.

For parents with multiple babies receiving neonatal care at the same time, leave will be granted as if for 1 child. Should babies require care at separate times, leave and pay can be accrued separately if more than 7 days neonatal care is required and up to 12 weeks for both babies combined.

This leave must be taken within 68 weeks of the baby's birth and parents do not have to take all leave they are entitled to.

Neonatal Care Leave can be added to the end of other types of statutory leave such as maternity or parental support leave. Please seek advice from the RFLPS People Team if required.

Employees should contact their line manager in writing at the earliest opportunity to request leave and advise when they wish to take it.

- Tier 1 - 28 days' notice from qualifying period is required.
- Tier 2 for 1 week leave only - 15 days' notice is required.
- Tier 2 for 2 or more weeks - 28 days' notice is required.

Evidence may be requested by the line manager to confirm employee's entitlement to leave and/or pay.

For parents to receive up to 12 weeks payment during their leave, they must have been employed by RFLPS for 26 weeks continuously up to the relevant week. Payment will be made at the current statutory rate and criteria, and according to how the time is taken in each Tier.

We understand that having a child in neonatal care is an extremely difficult and upsetting time and there is support available for all employees from Carefirst EAP service on 0800 174319 or Unum Help@Hand on 08083 043 698.

4.3 Flexible Working

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

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



Usually, the term flexible working is regarded as:

- Part-time working – to be employed for or occupying only part of the usual full time working day or week.
- Having a fixed shift pattern – to be working for a defined number of hours for a particular time schedule.
- Working a set number of days per week.
- Job sharing – to work less than full time hours in a full-time post that is shared/split with another employee
- Compressed working week - to work longer hours than the standard working day and therefore may work a shorter week or fortnight, whilst still working their contractual hours.
- Staggered hours - to determine work patterns on a planned basis. The arrangement works by enabling employees working in a team to work slightly different start and finish times, with varying break times, by agreement with their manager to ensure service coverage.
- Term-time working - an arrangement whereby an employee is employed on a substantive basis and works regular hours during the school term only. Payment of salary is proportioned equally throughout the year.
- Agile Working - is the term used to describe how company employees can work flexibly from any location, whether it is from a recognised site, a hot desk facility, from home, or a combination of these.
- Fixed worker – is the term used to describe employees who spend most of their time working in a fixed environment as the main part of their role requires face to face contact with patients e.g., a receptionist / nurse.
- Home worker – is the term used to describe employees who spend the vast majority of their time (60% plus) working from home where they are most productive, utilising video conferencing to join meetings which would have previously required attendance at meetings. When they are required to come into the work, it is for specific work which cannot be undertaken and is not envisaged to be more than 2 days a week.

Flexible working is different to agile working. Agile working is the way in which employees undertake work, whereas flexible working relates to employees' working patterns.

Agile worker, as part of the role, is required to work on site for the majority of their time (60% plus) with their remaining working time at home utilising technology to work and be productive. Detailed guidance on this can be found by searching "Agile Working" on the RFL Group's Intranet.

Employees have the right to request flexible working from day 1 of employment. All requests for flexible working will be seriously considered but there is no automatic right to be granted a request.

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

Employees will be eligible to two statutory requests in any 12-month period.

If the flexible working request is accepted, this will normally mean a permanent change to an employee's terms and conditions of

employment, (unless this is a temporary request). There is no automatic right to revert to their original working arrangements at a later date.

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

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

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

For information about the flexible working request process, please refer to the WOS Flexible Working Flow Chart from the RFL Groups intranet.

4.4 Stress Management Process

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

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



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

The Company has adopted the Royal Free London Group's Staff Wellbeing and Managing Stress Policy which rather than focusing solely on stress, also addresses the broader topic of psychological well-being at work. It is concerned with emphasising the positive factors that can enhance work. It prioritises the prevention of problems and emphasizes the importance of integrating strategies for promoting well-being and satisfaction at work with all related company activities highlighted.

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

4.5 Raising a Concern

4.5.1 Speaking Up Process

All employees are encouraged to report any reasonable concern about practices or unlawful acts at work, including but not limited to unlawful conduct, financial malpractice, abuse of patients, dangers to the public or

environment and any other health and safety issues.

This is in accordance with the RFL Group's Speaking Up policy and procedure (including Whistleblowing and Raising a Concern) and they should follow this procedure when reporting any concern.

The Speaking Up policy and procedure puts into practice the RFL Group's and the Company's commitment towards tackling malpractice and wrongdoing and ensuring that employees feel comfortable and safe in speaking up and raising concerns within the workplace.

Speaking up and raising concerns should be a responsibility for all employees.



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

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

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

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

4.5.2 How to Raise a Concern

Please remember that employees do not need to have firm evidence before raising a concern and are encouraged to raise it at the earliest opportunity. However, the employee will need to explain as fully as they can the information or circumstances that gave rise to their concerns.

The routes employees can take to raise a concern are explained in the "Raising A Concern" flowchart which can be found in the Speaking Up policy and procedure from the RFL Groups intranet.

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

4.5.3 Bullying and Harassment

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

The Company considers harassment and/or bullying of colleagues, regardless of grade or status, to be totally unacceptable. Failure to

act appropriately towards colleagues and/or patients and members of the public will be treated as misconduct resulting in disciplinary action.



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

The Royal Free London is a signatory of the NHS sexual safety charter. RFLPS, as a Wholly Owned Subsidiary of the RFL Group, adopts a zero-tolerance approach to any unwanted, inappropriate and harmful sexual behaviours within the workplace. Further resources, including a tool for reporting sexual safety concerns is available on Freenet.

4.5.4 Definitions of Bullying and Harassment

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

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

Examples of unacceptable behaviour constituting harassment and bullying include:

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

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

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

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

All employees including managers are required to familiarise themselves with the

B&H Pathway, Bullying and Harassment Flow Chart which can be found from the RFL Group's intranet to ensure they refrain from actions constituting bullying or harassment.

4.5.5 Grievances

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

Grievances can be individual or collective in nature and can be handled informally where appropriate or by means of the grievance procedure. The Company's Grievance Procedure Flow Chart can be found from the RFL Group's intranet.



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

- Where there is a separate agreed job evaluation procedure.
- Where the grievance relates to the implementation of the Company's Managing Organisational Change process matters beyond the scope of the employer's determination e.g., terms and conditions, pension and pension rights, income tax and national insurance. Exceptions to this will apply in circumstances where there is disagreement on the local interpretation of such agreements.
- Complaints and concerns about bullying harassment or discrimination which should be raised under the Group's Bullying and Harassment Policy.
- Concerns about a lack of governance, malpractice that compromises standards of patient care and service delivery, unlawful acts etc. - there is a separate Speaking Up Policy and Procedure (incl. Whistleblowing and Raising Concerns).
- Appeals about the application of a separate specific procedure if that procedure includes an appeal process. Where there has been a breakdown in discussions between management and a recognised trade union(s) over an issue which is defined as an area for negotiation within the Trust's Joint Procedure Agreement. For this, the separate Disputes Procedure should be used.

4.5.5.1 Formal Procedure – Grievance Hearing

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

Once your formal grievance has been received, the matter should be escalated to a senior manager who may commission a formal investigation and appoint an investigation officer, with support from the RFL Group's Employee Relations Team and RFLPS's People Team.

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

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

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

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

The purpose of the hearing is to:

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

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

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

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

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

4.5.5.2 Status Quo

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

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

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

4.5.5.3 Facilitated Conversation and Mediation

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

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

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



4.6 Performance and Capability Management Procedure

Capability refers to an employee's ability to perform the work expected of them to the required standards.

This procedure gives line managers and their team members the opportunity to discuss performance concerns in a timely manner to encourage team members to improve performance wherever possible.

Where issues in which performance is unsatisfactory are due to ill health arise, then these situations will be managed through the Company's Managing Attendance and Sickness Absence and Procedure.

Where it is demonstrated that an employee is capable but wilfully refuses to perform to the required standards, the Disciplinary Procedure will be followed.

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

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

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

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

A review period is a period of time that an employee's performance will be monitored and at the end of which a review will take place.

Review periods should generally last between one and three months depending on the nature of the post and the duration of the review period and availability of the training required.

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

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

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

For the information regarding each step of this procedure, please refer to the Performance and Capability Management Procedure Flow Chart which can be found from the RFL Group's intranet.

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

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

4.7 Disciplinary Procedure

4.7.1 Definitions

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

Misconduct is an unacceptable/inappropriate offence/action.

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

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

4.7.2 Misconduct

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

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

4.7.3 Gross Misconduct

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

- Theft
- Fraud
- Deliberate falsification of records or documents
- Failure to maintain professional registration where it is a requirement of the job Working without valid "Right to Work" documentation
- Working without statutorily required qualifications
- Working elsewhere whilst on sick leave
- False declarations made during the recruitment process
- Receipt of money, goods, favours or excessive hospitality in respect of services rendered
- Assault – verbal or physical, including fighting
- Harassment, bullying or victimisation
- Unlawful discrimination
- Negligence which could result in serious loss, damage or injury
- Reckless behaviour
- Serious malicious and vexatious complaints
- Being unfit for duty through the effects of alcohol or drugs
- Sleeping on duty (this does not include sleeping during agreed breaks or out of hours arrangements)
- Abuse, misuse or deliberate damage of trust property or equipment
- Serious breach of confidentiality

- Serious breach of data security requirements
- Serious breach of Health and Safety and other statutory rules
- Serious breach of a professional code of conduct
- Failure to act impartially or to declare interest in a contract or business in which the trust is engaged or considering
- Scientific Misconduct - Fabrication, falsification, plagiarism or deception in proposing, carrying out or reporting results of research
- Inappropriate use or excessive overuse of the internet and Company's email system
- Breach of trust - Any act which causes irreparable damage to the relationship of trust and confidence between the employee and the Company.

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

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

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

Managers will ensure that all action taken under this procedure is reasonable. The employee will be given the opportunity to know the reasons and nature of evidence for disciplinary action and will have the opportunity to respond fully to allegations before disciplinary action is taken.

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

Employees who are issued a formal disciplinary sanction will have the right to appeal against that decision.

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

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

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

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

The Company's Disciplinary Procedure Process Flow Chart can be found on Freenet or available from a line manager or member of the RFLPS People Team.

4.7.4 Suspension

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

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

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

The decision to suspend will normally be taken by an appropriate manager (at the same level of those with the authority to dismiss). Any manager in the Company can chair the suspension meeting once this course of action is decided upon. It is a good practise to allow the employee to be accompanied by a trade union representative at the suspension meeting. However, the unavailability of a union representative will not prevent suspension from taking place.

During the suspension meeting, the employee will be informed of the following:

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

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

Details of the suspension process (including suspension checklist for managers) can be found from the RFL Group's intranet.

4.8 Performance Management

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

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

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

4.8.1 Appraisals

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

Every employee is (if applicable) given an annual appraisal with their line manager to discuss their achievements, areas for development, career objectives and personal development plans.

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



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

Where wider or more serious concerns are raised regards an employee's performance, then the employee may be managed under the Performance and Capability Management Procedure.

For information on the appraisal process, please refer to the Appraisal Process flow chart on RFL Group's intranet.

4.9 Recruitment and Selection

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

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

If a role is new or if changes need to be made to a job description, these must be agreed by the line manager in conjunction with RFLPS People Team. Changes also need to be discussed with affected employees where this is appropriate.

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

All applications should be completed on-line. If an applicant has no internet access, then they should contact RFLPS People Team for advice.



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

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

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

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

Employees who are "at risk" of redundancy will be given priority consideration for any suitable vacancies which may arise throughout the Company and the RFL Group's procedure.

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

4.9.1 Employment Checks

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

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

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

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

4.10 Study Leave

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

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



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

For more information, please contact a member of the RFLPS People team.

4.11 Repayment of Training Costs

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

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

An employee shall repay the Company as follows:

- if an employee ceases employment before they attend the training course, but the Company has already incurred liability for the Costs, 100% of the Costs or such proportion of the Costs that the Company cannot recover

from the course provider shall be repaid;

- if an employee ceases employment during the training course or within 12 months of completing the training course, 100% of the Costs shall be repaid;
- if an employee ceases employment more than 12 months but no more than 18 months after completion of the training course, 50% of the Costs shall be repaid; or
- if an employee ceases employment more than 18 months but no more than 24 months after completion of the training course, 25% of the Costs shall be repaid. Thereafter, no repayment shall be required.

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

4.12 Professional Registration

For information on employees' responsibilities in relations to professional registration, please refer to the RFL Group's Professional Registration Policy that can be found from the RFL Groups intranet.

4.13 Resigning from the Company

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



More information on leaver's process can be found from the RFL Group's intranet.

In making any final payment, the Company will have the right to deduct any outstanding monies, such as annual leave pay, season ticket or other loans.

If the Company does process a payment after an employee has left the Company, they will need to reimburse any overpayment immediately. In such an event, they should speak with their manager to organise the repayment.

4.13.1 Notice Periods

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

Staff Grade	Notice Period after completion of probation
Grades A – D	4 weeks
Grade E - H	8 weeks
Grade I - L	12 Weeks

4.13.2 Retirement Age

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

For more information on the retirement process, please refer to the RFL Group's Retirement Process Flow Chart on the intranet.

4.14. Redundancy Procedure

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

4.14.1 Redundancy Payment

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

- For employees who are younger than 22 years old: receive statutory payment for half a week's pay for each completed year of service for time worked upon turning 22.

- For employees who are older than 22 years old: receive statutory payment of one week's pay for each completed year of service subject to the cap (20 years' service) on the amount of a week's pay; and
- For employees who are older than 41 years old: receive statutory payment of one and a half week's pay for each completed year of service since turning 41 years old subject to the cap (20 years' service) on the amount of a week's pay.

All employees are eligible to paid time off to look for work or to arrange for training. The amount of time off and when this time is taken is to be discussed with their manager beforehand.

4.14.2 Organisational Change

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

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

Where the proposed changes may lead to redundancy, the manager should follow the Change Management Flow Chart, and complete a business case. For further information and support, please contact a member of the RFLPS People Team.

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

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

4.14.3 Time periods for consultation

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

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

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

4.14.4 Measures for Minimising or Avoiding Redundancies

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

- offer voluntary redundancy or early retirement
- agree to flexible working

- temporarily reduce working hours
- retrain employees to do other jobs in your business
- not hire any new employee

4.14.5 Employees at Risk

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

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

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

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

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

4.14.6 Suitable alternative employment

Suitable alternative employment is work within the Company and may include searching within the associated RFL Group’s companies that is on broadly similar terms and within the same range of skills required as the current employment where the individual meets the essential criteria of the person specification. It may be on any site operated by the Company or to which the Company provides services to, subject to travel considerations.

Employees at risk will be given prior consideration for suitable posts in line with their skills, experience and capabilities, and where appropriate will receive protection of pay in line with the Pay Protection process.

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

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

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

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

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

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

4.15. Collective Agreements

There are currently no collective agreements.

4.16 Further Information

4.16.1 Health and Safety

Employees must adhere strictly to the RFL Group's policies and procedures on health and safety and report all accidents, dangerous occurrences, unsafe practices or damage to their manager promptly using the RFL Group's incident reporting system.



All employees must make use of appropriate training, safety equipment, protective clothing and footwear and attend training. Failure to comply with these requirements may result in disciplinary action.

All employees must familiarise themselves with the fire evacuation procedure for their work area and for the RFL Group.

4.16.2 Drug and Alcohol

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

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



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

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

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

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

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

4.16.3 Smoking Process

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

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

Smoking is prohibited in all enclosed and substantially enclosed premises in the workplace. This includes places used for company activities (including social and training events). Work vehicles are also covered by this process.



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

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

4.16.4 Declaring interests, gifts, hospitality, travel, accommodation, fees and sponsorship agreements

Employees must comply with the RFL Group's Conflict of Interest Policy which can be found on the RFL Group's intranet. As such, any conflicts of interest, gifts, hospitality and sponsorship must be declared by all employees.

All employees must familiarise themselves with the RFL Group's Conflict of Interest Policy which sets out the rules and responsibilities of all employees in relation to declarations.

You must report to your head of department and declare gifts, hospitality and other interests as set out in the RFL Group's Conflict of Interest Policy at the earliest opportunity including prior to an event or meeting where possible. You must also submit all declarations using the RFL Group's external platform, Civica Declare. Failure to do so may lead to disciplinary action. More information on this external platform can be found on the RFL Group's intranet.

4.16.4.1 Gifts and Hospitality

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

4.16.5 Expenses Procedure

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

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

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

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



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

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

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

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

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

4.16.5.1 Travel Expenses

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

Where employees are required to travel directly from home to a place other than their usual place of work via public transport, they shall be reimbursed any excess standard public transport fares incurred.

If employees are required to travel directly to the alternative site by car, any excess mileage compared to their usual journey to work is payable, at the appropriate mileage rate.

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

Any employee claiming mileage must have a valid driving licence and ensure their vehicle has a MOT. Where employees are using their own vehicle, they must ensure they have insurance which covers business use.



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

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



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

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

Lunch expenses will not be claimed where employees attend any of the sites that are part of the RFL Group or the Company's external commission sites.

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

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

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

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

4.16.6 Dress Code

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

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

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

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

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

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

4.16.7 Employee Identification

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



4.16.8 Contact us

If you have any questions regarding the information within this Employee Handbook, please contact a member of the Company's People Team.

End