

HR POLICY

This policy will be reviewed on an annual basis and when there are any employment law changes or changes to HR processes.

POLICY OVERVIEW

Citrus Service Group recognises that our people are key to the success of our business. We therefore follow the HR policy with the aim of providing practical advice and guidance for managers and employee on a range of employment issues that fall within the legal framework.

The purpose of the policy is to support the business strategy and ensure that everybody is treated equally and fairly.

These policies and procedures cover all activities that effect individuals whilst employed with Citrus Service Group.

CORE PRINCIPLES

- To avoid involvement with employment tribunal claims by providing guidance for employee that accurately reflects the prevailing regulations.
- To document a description of principles, rights and responsibilities for managers and employees.
- To ensure that whilst in employment with Citrus Service Group the employee's experience is positive.
- To enable the business to deal with internal change effectively.
- To ensure that all managers act in a professional, timely and responsive manner.
- To enhance the psychological contract between manager and employee which may lead to increased employee engagement.

- To promote best practise in HR and to continuously develop our HR processes to allow new ideas, legislation, and approaches to be incorporated

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1 NEW STARTER PROCESS

1.1 FIRST DAY OF EMPLOYMENT

The new employee should be greeted on arrival by either HR or their immediate Line Manager. It is sometimes appropriate to arrange a later start time than normal so that enough time can be devoted to welcome the newcomer.

The individual’s immediate Line Manager should then carry out the major part of the Induction. Initial aims of the Line Manager should include:

- Ensuring the new employee feels welcome and at ease
- Overview of the company
- Give information regarding standards of work expected within the department
- Ensure they have all the relevant company equipment needed for the role
- Collecting ID from the employee
- Introduction to other employees on site
- Health & safety – i.e. Fire exits
- Break areas and where to find food and drink

Where possible an induction programme should be agreed with HR before the employee starts, outlining and scheduling in the training requirements needed to ensure the new member of employee becomes competent.

For employee responsibilities within the probation period please refer to the Training Policy.

2 PROBATION

2.1 LINE MANAGER RESPONSIBILITY

Please refer to employee contracts for the terms and conditions of the probation period.

During the probation period, Line Managers should ensure that they:

- Manage and review the employee's performance
- Set regular review meetings & objectives that need to be achieved
- Manage concerns as they arise and not wait until the end of the probation
- Where performance issues are identified, allow the employee a reasonable period to improve
- Record notes of meetings, including necessary improvements, actions, and outcomes
- Arranging a probation review meeting before the expiry of the probation period and identify the appropriate outcome
- Continue management where an extension to probation is agreed.

It is recommended that the Line Manager should meet with the employee each month within their probation period to review their performance. Any records should be sent to HR to be kept on the Personnel File.

Once an employee approaches the end of the probation period, HR will send a reminder to the Line Manager to ensure that a review meeting is arranged and that the Probation Form gets completed. The Probation Form should then be returned to HR highlighting one of the 3 possible outcomes:

- **Confirmation** - If an employee is successful, HR will notify them in writing.
- **Extension** – The employee will be notified in writing and the Line Manager should support the employee by ensuring enough training has been given and that SMART objectives have been set for the extension period. Maximum extension should be no longer than an additional 3 months.
- **Termination** – If the employee is not successful during the probation period the contract of employment can be terminated at any time before the probation period ends with 1 weeks' notice. HR should be advised before the termination meeting with the employee is held and enough evidence should be documented and provided as to why the employee has not been suitable for the role. Before termination is confirmed, alternative roles within the Company should be considered.



Probation
Form.docx



Probation
Confirmation Letter.



Probation
Extension Letter.doc

HR will be responsible for completing the probation confirmation letter once they have been notified by the Line Manager and received the Probation Form.

3 FLEXIBLE WORKING

It is our view that the promotion of flexible working arrangements increases staff motivation, performance and productivity, reduces stress, and encourages staff retention by enabling employees to balance their work life with their other priorities.

3.1 RIGHT TO REQUEST FLEXIBLE WORKING

To make a request under the statutory right, an employee must:

- have worked for us for a continuous period of 26 weeks at the date of application;
and

- not have made another application to work flexibly under the right during the past 12 months

3.2 THE APPLICATION PROCEDURE

The following is the procedure to make an application for flexible working arrangements:

An employee should make the request in writing setting out:

- the flexible working arrangement sought
- the date on which the employee wants the change to take effect
- the effects that the employee envisages the changes requested will have on the Company (e.g. effect on performance, quality, ability to meet customer demand etc.)
- How such effects might be dealt with
- whether a previous application for flexible working has been made and the date of any previous application

We will consider the request and will make a practical business assessment on whether, and if so how, it could be accommodated. Each request for flexible working will be dealt with individually, considering the likely effects the changes will have on the business, the work of the department in which the employee is employed, his/her work colleagues and the circumstances of the case.

Within a reasonable timescale of receipt of a valid request, we will set up a meeting with the employee to discuss the changes he/she has proposed, the effect of the proposed changes, or explore any possible alternative work patterns that might suit. The employee is entitled to be accompanied at such meeting by a work colleague or trade union representative.

We will notify our decision to the employee within a reasonable timescale from the date of the meeting and no later than 3 months from receipt of the request. If we accept his/her request or an agreed compromise agreement, we will write to him/her, establishing a start date and providing a written note of the contract of employment variation. Where the request is agreed to, it constitutes a permanent change to his/her terms and conditions of employment. This means that an employee does not have the right to revert to his/her previous pattern of working at a future date.

If an employee's application is refused for one of the following reasons, we will explain the grounds for refusal in writing and confirm the employee's right to appeal against the decision:

- The burden of additional cost
- An inability to reorganise work amongst existing staff
- An inability to recruit additional staff
- A detrimental impact on quality
- A detrimental impact on performance
- A detrimental effect on ability to meet customer demand
- Insufficient work for the periods the employee proposes to work
- A planned structural change to your business

The employee can appeal in writing against a flexible working request refusal within 14 days of receipt of our refusal letter. We will then set up a meeting with the employee to discuss his/her appeal within a reasonable timeframe after receiving the appeal letter. An employee is entitled to be accompanied at such meeting by a work colleague or trade union representative. After that meeting has been held, we will write to the employee within a reasonable timeframe to notify him/her of the outcome of his/her appeal.

3.3 GENERAL

Flexible working is a work pattern that differs from the traditional "five-day week" option. This includes part time work as well as full time working that is undertaken in fewer longer days, or through a mix of office and home-based working. It can include:

- Full time work completed over a non-standard work pattern, for example, 3 longer days of 12-hour shifts
- Working a reduced number of hours per week - either five shorter days or a fewer number of full days or any combination thereof
- Working all or a proportion of the week from home, or from a location remote from the main premises

- Responsibilities and time divided between an employee and a colleague, for example, two employees might both work 2.5 days each, or one might work 3 days and the other 2, or they both might work 3 days with a crossover day for meetings and handovers
- Full time work but limited to outside of school holiday time

The following applies to all employees who request flexible working:

- Once agreed, any change to an employee's working pattern becomes a permanent amendment to the employee's contract of employment unless the change is otherwise agreed as a trial period or for a fixed period.
- If we agree to one employee's request for flexible working, this does not set a precedent or create a right for another employee to be granted the same or a similar change to their work pattern.
- Only one application can be made in any 12-month period.

4 SICKNESS

4.1 NOTICE OF ABSENCE

If an employee is absent from work for any reason and the absence has not previously been authorised, he/she shall inform, or arrange for someone else to inform, their Line Manager at least 1 hour before the start of their shift on each day of their absence.

An employee shall properly explain any unauthorised absences, and in the case of any absences of uncertain duration, he/she shall keep us regularly informed of its expected duration.

4.2 SICKNESS CERTIFICATION

4.2.1 If an employee is absent from work due to sickness or injury for seven days or less he/she shall complete the HMRC Self-Certification form on their return to work and send this to HR.

https://public-online.hmrc.gov.uk/lc/content/xfafoms/profiles/forms.html?contentRoot=repository:///Applications/PersonalTax_iForms/1.0/SC2&template=SC2.xdp

- 4.2.2 If an employee is absent from work due to sickness or injury for more than seven days, he/she shall provide us with a 'fit note' on the eighth day of sickness or injury. Thereafter, an employee shall provide medical certificates on a weekly basis.
- 4.2.3 Employees can return to work before a fit note comes to an end, if they feel well enough. They do not need to return to the doctor to be told that they are fit for work. If you have any concerns about the ability of employees to return to work, you can ask them for permission to contact their doctor or ask them to attend an assessment with a Company doctor. It might be appropriate to adjust the work to allow the employee to return to work.
- 4.2.4 Persistent short-term sickness absence is, in the absence of any underlying medical condition or other legitimate reason, a disciplinary matter, and will be dealt with in accordance with our disciplinary procedure.

4.3 SICK PAY

Employees may be eligible to receive Statutory Sick Pay (SSP) subject to the rules of that scheme, providing that the correct notification and certification processes have been followed as detailed above. Should the employee's SSP entitlement subsequently be exhausted the employee should claim Incapacity Benefit. Employees shall co-operate in the maintenance of the necessary records of our Statutory Sick Pay scheme.

For calculating an employee's entitlement to SSP, 'qualifying days' are those days on which an employee is normally required to work. The Company does not pay sick pay over and above SSP. The Company would not in a normal case expect any employee who is absent from work due to sickness or injury to:

- participate in any sports, hobbies or social activities which are in any way inconsistent with their alleged illness or injuries, which could aggravate the illness or injury, or which could delay recovery

- undertake any other employment whether paid or unpaid
- engage in any activity which is inconsistent with the nature of the alleged illness or injuries

Any case involving a breach of this section of the sick pay scheme will be considered on a case-by-case basis and disciplinary action may be taken. In some cases, SSP may be withdrawn or not paid where in the sole opinion of the Company:

- false information is knowingly entered on any form (including a Self-Certification Form or CV): this is regarded as serious misconduct, which could result in disciplinary action being taken
- there has been a failure to follow the procedures set out in this section
- there are any serious doubts about the circumstances surrounding the claim for sick pay
- the absence is caused by negligence, recklessness or carelessness by the employee in not observing standard safety practices or by wilful misconduct at work

4.4 MEDICAL FITNESS

If an employee is absent from work by reason of sickness on a persistent basis or for an extensive period, the Company may require him/her to undertake a medical examination or consultation with a Company appointed medical practitioner or specialist. This will enable the Company to establish whether the employees' ability to perform his/her work to the standard required by the Company has been impaired because of his/her sickness absence.

In addition, and in consultation with his/her GP, it will allow for a decision to be taken as to what is the best course of action to follow. Under these circumstances, the employee will be requested to complete a Medical Consent Form to give his/her permission for medical records to be passed from his/her General Practitioner to the Company, to allow for a full review of the

case. The employee will be allowed full access to any medical reports produced because of such a medical examination or consultation if he/she so wishes.

Should an employee refuse to consent to a medical report, it should be explained to him/her that a decision will have to be made about his/her condition without the benefit of a medical opinion and it is likely to be in the employee's best interests to consent to the medical report.

4.5 RETURN TO WORK INTERVIEWS

All employees who have been absent from work will have a 'return to work interview' with their Line Manager.

The purpose of this meeting is to:

- Enquire after the employee's health and ability to return to work.
- Ensure the employee is aware of their absence record and the impact of this on the business and their colleagues.
- Ensure the employee has complied with the correct procedures.
- To discuss any patterns of absence and establish reasons.

The documentation should be returned to HR to be held on individual's personnel files. HR will keep a record of all employee sickness and flag to Line Managers if they have:

- Gone over 3% in a rolling 12 months or from their start date
- Have more than 4 short (1-2 days) occasions
- Have patterns in their sickness (i.e. Fridays or before/after annual leave)

In these circumstances, the Line Manager should advise the employee during the Return to Work Interview; (which will be classed as the Investigative meeting) that a Disciplinary Hearing may be required.

4.6 UNAUTHORISED ABSENCE

If you do not follow the sickness process, we will assume that you are unauthorised from work. We will phone and write to you to ask you to contact us and upon your return we may decide to take disciplinary action.

5 DISCIPLINARY PROCESS

The disciplinary procedure is designed to help and encourage all employees to achieve and maintain the required standards of conduct, attendance and job performance. The Company rules and this procedure apply to all employees and form part of an employee's terms and conditions however the disciplinary procedure is not contractual.

The disciplinary procedure is not applicable to employees throughout their probationary period.

5.1 INFORMAL DISCIPLINARY PROCESS

Where appropriate our concerns relating to an employee's conduct, performance or attendance will be discussed with them to see if it is possible to correct the matter without invoking the formal disciplinary procedure. In many cases, informal discussion at an early stage of a problem having been identified will resolve it, and formal disciplinary action may not be necessary.

The formal disciplinary procedure will be instigated where an employee has failed to meet a reasonable standard of performance even though informal discussions have taken place, or where misconduct is sufficiently serious as to merit immediate consideration under the procedure.

5.2 SUSPENSION

There may be instances where a period of suspension on full pay may be necessary while investigations are carried out or circumstances are felt to warrant it. For example, the Company has the right to suspend an employee where an individual's presence may be disruptive or detrimental to the working environment, where relationships have broken down, in gross misconduct cases or where there are risks to an employee's or our property or responsibilities to other parties. Exceptionally suspension without pay may be considered

where there are reasonable grounds for concern that evidence has been tampered with, destroyed or witnesses pressurised before a disciplinary meeting.

Suspension is not disciplinary action, does not indicate that disciplinary proceedings will necessarily follow, and does not pre-judge the outcome of any disciplinary proceedings that might arise. Where suspension is deemed necessary, it is stressed that an employee has not been dismissed and no actions taken by us are intended to suggest that they have been. The period of suspension will be kept as brief as possible, but if investigations become protracted, regular contact with the suspended employee will be maintained by the Line Manager, and

the suspended employee will be notified as soon as practicable once the investigations have been completed.

Whilst suspended, an employee should refrain from attending their place of work and from contacting their colleagues or customers. They should only contact their Line Manager in the event of queries. Any employee who is suspended is required to co-operate with the investigation and is expected to be available throughout the suspension period to attend any interviews at the request of the Line Manager conducting the disciplinary investigation. Where the employee needs to access evidence relevant to their case, arrangements for this must be made via their Line Manager.

Whilst suspended, any annual leave booked prior to the suspension will be honoured. Subsequent requests for annual leave during suspension will be considered at the Line Manager's discretion, subject to any detrimental effect on the investigation process.

5.3 INVESTIGATION

All matters of a potentially disciplinary nature will be thoroughly investigated before any decision in relation to disciplinary action is taken. The employee's Line Manager will normally undertake the investigation and the employee may be invited to attend an initial investigatory meeting with their Line Manager to establish the immediate facts and determine, what, if any, further investigations are required. This will normally be a one-to-one conversation between the employee and their Line Manager. There is no right for the employee to be accompanied to this meeting. In certain circumstances, an initial investigatory meeting may not be held in which case the matter may proceed directly to a formal investigation and a disciplinary hearing arranged as outlined below.

In conducting the investigation, the Line Manager may need to interview various employees as witnesses, who will be bound by the Company's confidentiality rules. Witnesses may be asked to provide a written statement or attend a disciplinary hearing in person, if deemed appropriate.

5.4 DISCIPLINARY HEARING

A disciplinary hearing should take place as soon as practicable in order that the matter can be fully and formally investigated. No formal disciplinary action will be taken against an employee until the case has been fully investigated and the employee has had an opportunity to state their case at a formal disciplinary hearing.

Employees will be notified in writing of the proposed date, time and location of the disciplinary hearing and of the alleged conduct, performance, characteristics or other circumstances which have led us to contemplate taking disciplinary action against the employee, at least 2 working days in advance of the hearing. The employee will also receive copies of all the relevant documentation that may be referred to during the hearing, in advance of the hearing taking place.

The employee has a right to be accompanied to the hearing by a companion. A companion may either be a trade union representative or a fellow employee. The employee is required to inform the Line Manager conducting the hearing the name of their chosen companion in good time before the hearing. We will notify the employee of whether we intend to call any witnesses to the meeting to give evidence.

The purpose of the disciplinary hearing is for us to consider all the evidence regarding an allegation, and to decide as to whether, on the balance of probabilities, the allegations against the employee are substantiated. If the allegations are substantiated, the hearing shall determine an appropriate sanction, with consideration to the seriousness of the allegation, and any mitigation presented by the employee. The hearing is the employee's opportunity to respond to the allegations against them and to state their case.

Employees will be given a reasonable opportunity to attend the disciplinary meeting. A single request for an adjournment of a disciplinary meeting by the employee because his/her companion is unable to attend will normally be granted and the hearing rescheduled for a date normally within 5 working days of the original hearing date.

We reserve the right to conduct a disciplinary hearing in the absence of the employee should the circumstances warrant it. The employee will be informed if we decide to conduct a disciplinary hearing in their absence.

5.5 POSSIBLE OUTCOMES OF THE DISCIPLINARY HEARING

Before any decision is made regarding any disciplinary sanction, the disciplinary meeting will be adjourned so that all the evidence and any mitigating factors can be reviewed. The possible sanctions that may be imposed because of a disciplinary hearing are detailed below. The Company reserves the right to implement the procedure at any stage should the employee's alleged misconduct or under performance warrant it.

Verbal warning

For minor misconduct or poor performance, the employee may be given a verbal warning. A written note of this, along with papers relating to the investigation and hearing, will be held on the employee's file, but will be disregarded for disciplinary purposes after 6 months if there is no further recurrence of misconduct.

Written warning

In cases of misconduct, or where there is recurrence of minor misconduct, or where the employee's performance has not met the required standards the employee may be given a written warning. Papers relating to the investigation and hearing will be held on the employee's file but will be disregarded for disciplinary purposes after 6 months if there is no further recurrence of misconduct.

Final written warning

If misconduct is sufficiently serious to warrant only one written warning, but insufficiently serious to justify dismissal, or if previous misconduct or performance fails to improve, a final written warning may be given. Papers relating to the investigation and hearing will be held on the employee's file but disregarded for disciplinary purposes after 1 year if there is no further recurrence.

Dismissal

Dismissal will only be considered for a first offence where there are allegations of gross misconduct. However, dismissal may also result from repeated misconduct or poor performance where previous warnings are still current and conduct has not improved. In these circumstances, notice of the dismissal or pay in lieu of notice will normally be given. Where the hearing is satisfied (notwithstanding having had due regard to any mitigation) that gross misconduct has occurred, the result will be summary dismissal without notice or pay in lieu of notice. A decision to dismiss can only be taken by a director.

The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, an appeal may result in a decision to dismiss being revoked. Should a decision to dismiss be revoked, any loss of pay caused by the dismissal shall be reimbursed to the employee. If a decision to dismiss has been revoked and notice has been paid in lieu, then any amount paid more than the employee's loss of pay caused by the dismissal is an overpayment and shall be reimbursed to the employer by the employee.

Other Sanctions

The contents of this section 'Other Sanctions' will have contractual effect and form part of each employee's contract of employment.

In addition to, or instead of a warning, the hearing may decide to impose a penalty or other sanction. There is no fixed scale relating to penalties for particular offences and will be decided considering the circumstances. The penalty will be reasonable and proportional to the nature of the misconduct. Options include:

- Reimbursement by the employee of the cost of loss or damage that they have caused and are to blame for (such payments may be recovered from salary but will take account of existing commitments)
- Transfer to another role in the business for a specified period
- Demotion
- A financial penalty e.g. pay increase withheld for a specified period or disciplinary suspension without pay.

5.6 NOTIFICATION OF THE OUTCOME OF A DISCIPLINARY

Wherever possible, the decision resulting from the hearing should be given to the employee on the same day as the hearing. Written confirmation should be sent to the employee within 5 working days, and should include details of:

- The allegations heard and whether the hearing upheld the allegations
- The sanction/penalty applied
- The standards that must be achieved
- Any training that may be given
- Any special monitoring of the employee's conduct
- The date(s) at which the employee's conduct will be reviewed, and the date the warning/penalty expires
- What will happen if further misconduct occurs
- The right of appeal

Where the result of the disciplinary hearing is dismissal, the employee will be provided with a statement of the decision. This shall detail the allegations heard, the evidence considered, and the conclusions reached. It will also notify the employee of the right to appeal against the decision if he/she is not satisfied with it.

5.7 APPEALS

Submitting an appeal

Where a disciplinary warning, sanction or penalty has been imposed, an employee has a right of appeal. Under normal circumstances, an appeal may be made on one of the following grounds:

- There was a serious procedural error which resulted in a significant detriment to the employee
- The decision reached at the hearing was unfair and unreasonable in the circumstances, having due regard to the severity of the allegations and any mitigating circumstances
- Further information has come to light, which, had it been known at the time of the hearing, may have affected the outcome.

Appeals must be submitted in writing to the Line Manager who conducted the disciplinary hearing with a copy to HR, usually within 5 working days of the employee receiving written confirmation of the outcome of the disciplinary hearing. In submitting an appeal, the employee must state the grounds for appeal and outline their case in relation to their grounds for appeal.

Appeal hearing

The appeal may either be a review of the disciplinary sanction or a re-hearing depending on the grounds of appeal. Any sanction or penalty applied because of the outcome of the disciplinary hearing, can be reviewed by the appeal hearing, but will not be increased. The employee will be informed of their right to be accompanied by either a colleague or a trade union representative (of their own choice) to the appeal hearing. The employee is required to inform the director conducting the hearing of the name of their chosen companion in good time before the hearing.

The appeal hearing will be heard by a director who is no less senior than the person who heard the original hearing. An appeal will be heard as soon as possible after the receipt of the employee's notification of the grounds of appeal, and in normal circumstances within 14 working days of the appeal being submitted.

The outcome of the appeal hearing should normally be confirmed in writing to the employee within 5 working days of the hearing. Where an appeal against dismissal is not upheld, the employee will also be provided with a statement of the decision detailing the grounds for appeal presented to the appeal hearing, the evidence considered, and the conclusion reached.

5.8 MISCONDUCT

The following (non-exhaustive) list provides examples of offences which are normally regarded as misconduct falling short of misconduct:

- Unauthorised absence from work
- Lateness
- Inappropriate standard of dress and hygiene
- Incivility or insubordination
- Failure to comply with the Company's rules, policies and procedures
- Behaviour, performance and/or conduct which is inconsistent with the job role and level

- Failure to act as an ambassador for the Company at social events arranged by the Company where customers or colleagues are present

5.9 GROSS MISCONDUCT

An employee's employment under the contract of employment may be terminated by us at any time immediately following the disciplinary procedure and without any notice or payment in lieu of notice, if an employee is guilty of gross misconduct.

If this happens, the employee will be notified in writing of the dismissal including the reasons for thinking at the time of dismissal that the employee was guilty of gross misconduct and informing the employee of their right of appeal. Appeals must be submitted in writing to the Line Manager who conducted the disciplinary hearing with a copy to the HR, usually within 5 working days of the employee receiving written confirmation of the outcome of the disciplinary hearing. In submitting an appeal, the employee must state the grounds for appeal and outline their case in relation to their grounds for appeal.

The following (non-exhaustive) list provides examples of offences which are normally regarded as gross misconduct:

- Fighting, assault on another person, bullying, harassment, victimisation or discrimination
- Dishonesty, theft, fraud
- Deliberate falsification of records
- Deliberate or serious damage to, or misuse of, Company property including Company cars
- Accepting or offering a gift or incentive which could be construed as a bribe
- Conviction for any serious criminal offence relevant to the individual's employment
- Being concerned or interested in action which is damaging to or in competition with our business
- Serious incapability at work through alcohol or being under the influence of illegal drugs
- Serious negligence which causes unacceptable loss, damage or injury
- Serious breach of trust and/or confidence
- Serious misuse of the Company's property or name

- Deliberately accessing Internet sites containing pornographic, offensive or obscene material or other serious breach of our email, fax and Internet policy
- Serious act of insubordination
- Bringing the business into serious disrepute (including publishing or posting a derogatory or damaging statement about the Company, its products or its employees on a social networking site or any other form of public media)
- Serious breach of health and safety policy which has put people at risk or which has put us at risk of prosecution.
- Serious breach of the Data Protection rules including unauthorised access or misuse of sensitive personal data including biometric data.
- Serious breach of the Company's rules, policies or procedures including but not limited to, smoking on the Company's premises
- A serious breach of the expected behaviour, performance and/or conduct which is inconsistent with the job role and level. This includes any serious act or omission related to normal duties and responsibilities.
- Serious sexual, racial or other harassment

6 GRIEVANCE PROCEDURE

Grievances are concerns, problems or complaints that employees raise formally with their employers. This procedure is open to any employee who has a grievance in relation to their employment and we will try to resolve, as quickly as possible, any grievance an employee may raise. The grievance procedure is not contractual.

6.1 INFORMAL PROCEDURE

Most concerns are generally best resolved through informal discussions. If you have concerns about any matter affecting your employment, you should usually raise them first, on an informal basis, with your immediate manager who will try to resolve the issue as soon as possible. If raising the matter informally either fails to resolve the matter, or produces an outcome that does not satisfy you, the formal Grievance Procedure may be followed as detailed below. There may be some situations where you may feel that it is not appropriate for you to raise your grievance with your manager, particularly if they themselves are the subject of your grievance. In such cases your grievance should be raised with the next level of management up or HR.

6.2 FORMAL PROCEDURE

At all stages the employee has the right to be accompanied by a fellow worker or trade union official during the grievance interview and any appeal.

Information and proceedings relating to a grievance will remain confidential as far as possible. All stages of the procedure shall be dealt with as far as possible without undue delay.

Stage one

The employee's first step is to raise any grievance, in writing, to their immediate Line Manager, with a copy to the CFO. The letter should state:

- You wish to raise a formal grievance
- Clearly outline the full facts relating to your grievance
- State what outcome/resolution you are seeking from the grievance procedure

Stage two

Your Line Manager will invite you to attend a grievance meeting normally within 5 working days of receipt of your letter. The purpose of the meeting will be to discuss your grievance and you have the right to be accompanied to the meeting by a work colleague or trade union representative. The meeting may be adjourned to allow for further investigations to take place. After the meeting, a decision will be confirmed to you in writing as soon as possible and normally within 5 working days. You will also be informed of any proposed action and of your right to appeal against the decision.

Stage three

An employee who wishes to appeal against a grievance decision, should inform the HR in writing within 5 working days of receiving the decision. The employee will then be invited to attend an appeal hearing normally within 5 working days of receipt of the employee's appeal. The employee will have the right to be accompanied to the appeal hearing by a work colleague or trade union representative. A senior director as authorised by the Company will hear the appeal and their decision is final. After the appeal, the employee will be informed of the decision in writing within 5 working days.

7 COMPLAINTS AND ANONYMOUS STATEMENT PROCEDURE

There is a Complaints and Anonymous statement box that will be situated at the Head Office.

This is a locked box and will be managed by the HR department. This is for any Anonymous statements or complaints where you do not wish to be identified. These complaints will be dealt with by HR and in strictest confidence.

8 BULLYING & HARRASMENT

Harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.

Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. This also includes bullying. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.

We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees. The aim is to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.

We recognise that we have a duty to implement this and all employees are expected to comply with it.

8.1 EXAMPLES OF PERSONAL HARRASMENT

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one

employee towards another and examples of harassment include:

- insensitive jokes and pranks
- lewd or abusive comments about appearance
- deliberate exclusion from conversations
- displaying abusive or offensive writing or material
- unwelcome touching
- abusive, threatening or insulting words or behaviour
- name-calling
- picking on someone or setting them up to fail
- exclusion or victimisation
- undermining their contribution/position
- demanding a greater work output than is reasonably feasible
- blocking promotion or other development/advancement.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

8.2 COMPLAINING ABOUT PERSONAL HARRASSMENT

Informal method

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

Formal method

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of HR as a formal written grievance and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:

- the name of the alleged harasser
- the nature of the alleged harassment
- the dates and time when the alleged harassment occurred
- the names of any witnesses
- any action already taken by you to stop the alleged harassment

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

On conclusion of the investigation which will normally be within 5 days of the meeting with you, a report of the findings will be submitted to the person who will hold the grievance meeting.

You will be invited to attend a meeting, at a reasonable time and location, to discuss the matter once the person hearing the grievance has had opportunity to read the report. You have the right to be accompanied at such a meeting by a colleague and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

You will be able to put your case forward at the meeting and the manager will explain the outcome of the investigation. You have a right to appeal the outcome, which is to be made to the CFO.

If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure.

The Company is committed to ensuring employees are not discouraged from using this procedure and no employee will be victimised for having brought a complaint.

9 EQUAL PAY

The Company will ensure that all employees, male or female, have the right to the same contractual pay and benefits for carrying out the same work, work rated as equivalent work or work of equal value.

The Company is dedicated to the removal of inequality of pay based on sex. Procedures that determine pay and other conditions should not cause unlawful discrimination and instead will be based on transparent objective criteria.

“Pay” is not just salary/wages (remuneration) but also other terms and conditions of employment such as bonuses, promotion opportunities and training programmes that may be offered by the Company.

The principle for determining equal pay between roles is where the work being undertaken is substantially similar, or of equal value, unless there are clear or specific reasons unconnected with sex to explain/justify any difference in pay.

Some of the reasons unconnected with sex that may justify pay differences include factors relating to differences in positions, senior/junior roles, qualifications held or experience.

This applies to all employees regardless of full or part-time status, casual or temporary contract or length of service.

10 MEDICAL

10.1 MEDICAL APPOINTMENTS

Appointments with doctors, dentists and other medical practitioners should, as far as is reasonably practicable, be made outside of the normal hours of work, or with the minimum disruption to the working day (i.e. made at the beginning or end of the working day).

Time off work to attend medical appointments must be authorised in advance. An employee should seek authorisation from his/her Line Manager. In any event, unless there are exceptional circumstances, no more than two hours should be taken off work for any one

appointment. Except for antenatal appointments, an employee has no contractual or statutory right to be paid for absences relating to attendance at medical appointments.

10.2 MEDICAL EXAMINATIONS

We may require employees to undergo a medical examination to be conducted by a medical practitioner nominated by us at any stage of their employment. The cost of any such examination will be met by us. We will consider the nature of an employee's illness (should any illness be discovered) and its possible impact on their ability to properly discharge their job duties and responsibilities, and the length or frequency of their absence or absences from work on the grounds of illness or injury.

Alternatively, we may request a medical report to be prepared by an employee's own general practitioner or consultant and, in this event, the employee will co-operate with us in providing a written consent to enable the medical report to be obtained. Again, we will only request a medical report where reasonable to do so.

All medical reports shall be prepared by a qualified doctor who examines the prospective employee and states whether he/she has health problems that could affect his/her ability to do the work both in the short-term and in the long term. It shall cover the likelihood of absenteeism and the physical and mental ability to do the job. It shall not report on matters which are outside the employee's fitness to work.

11 PERSONNEL RECORDS

Personal & Sensitive Data which is held in the HR drive is in accordance with the EU General Data Protection Regulation 2018 & the GDPR regulations.

An electronic personnel file is held on each member of staff. A central spreadsheet is kept by HR to keep a record of any outstanding documents that are missing on the files for new starters.

The files are confidential and will only be viewed by HR or a nominated Director. Your Line Managers may request information held such as absence records and performance reviews, but these will be requested via HR.

Folder	Document
Absence & Leave	Sickness certificates – fit for work Return to work forms Occupational Health correspondence Any leave correspondence i.e. maternity, paternity Medical reports
Benefits	Benefit correspondence
Contract Details	Contract of employment Signed contract page Offer letter Contract variation letters
File Notes	Capability notes Investigation meeting notes Investigation letters Hearing notes/minutes Outcome letter Appeal correspondence
GDPR	GRPR Policy Notice Data Protection Policy
Job Description	Job Descriptions
Personal Details	Personal detail forms Employee set up forms Right to work ID Proof of NI Proof of address Proof of bank account Driving license
Probation	Probation forms Probation letters
Recruitment	CV Interview notes

	Presentation/test results References
Talent Management	Appraisal documents Quarterly review documents Performance Improvement Plans
Training & Assessment	Training Agreements L&D Assessments Course notes & assessments Relevant qualification documents

12 RESIGNATION

12.1 WRITTEN NOTICE

Should an employee decide to leave us, written notice of his/her resignation must be given to his/her Line Manager. The amount of notice he/she is required to give to terminate his/her employment is set out in his/her contract of employment.

An early leaving date may be mutually agreed, at the absolute discretion of his/her Line Manager and subject to the requirements of the business. A copy of the resignation letter will be forwarded to HR. He/she will formally acknowledge it, confirm the last day of employment and provide details of the final salary payments due to the employee.

12.2 EXIT INTERVIEWS

It is both unfortunate and expensive when an employee decides to leave us. It is important that we find out the reason why, to avoid losing staff in the future. Once an employee has resigned, he/she is more likely to give a candid input, which is invaluable to us. Therefore, if an employee has officially handed in notice, he/she may be approached by HR or their Line Manager, who will ask him/her to attend an exit interview and/or complete an exit questionnaire.

This interview/questionnaire represents an ideal opportunity for us to gather information about why he/she decided to leave. With his/her permission, selected information gained from the interview and/or from the completed questionnaire will be discussed with his/her Line

Manager. The aim of this is to ensure that any problem issues can be discussed and resolved before he/she leaves.



Exit interview form
301018.docx

12.3 RETURN OF EQUIPMENT

Finally, on the last day of work, it will be necessary for him/her to return to his/her Line Manager any items of employer property which are still in his/her possession, such as clothing, equipment, keys, ID card, etc.

13 REDUNDANCY

Although Citrus's policy is to avoid redundancies wherever possible, the needs of the business may from time to time require a reduction in the overall number of employees or organisational changes that result in some employees being made redundant.

Before making any compulsory redundancies, we will take all reasonable steps to identify feasible alternatives to meet the needs of the business, this will include:

- Restriction of external recruitment
- Reduction in overtime
- Reduce the work of temporary workers
- Retraining employees in other areas (redeployment)

Where redundancies are necessary, the organisation will ensure that:

- the total number of redundancies made is kept to a minimum;
- employees are fully consulted on any proposals and their implementation;
- selection for redundancy is based on clear criteria that will, as far as possible, be objectively and fairly applied;
- every effort is made to redeploy or find alternative work for employees selected for redundancy

This applies to all categories of staff in line with employment legislations.

13.1 CONSULTATION

Consultations will be carried out with individual employees as appropriate.

13.2 VOLUNTARY REDUNDANCY

To minimise the need for compulsory redundancies, the organisation may consider requests from employees for voluntary redundancies. The organisation reserves the right at its absolute discretion to decline requests for voluntary redundancy.

13.3 REDUNDANCY SELECTION

The criteria used in selecting employees for redundancy will depend on the existing circumstances and the needs of the organisation at the time. However, every effort will be made to construct a fair and robust set of criteria following appropriate consultations.

Individual employees who are provisionally selected for redundancy following the application of the criteria will be informed of the fact and invited to a meeting, at which they will be given an opportunity to make representations that the application of the criteria results in unfairness to them or if they feel that there has been a mistake in the application of the criteria.

13.4 ALTERNATIVE WORK

The organisation will make every effort to redeploy to suitable alternative work any employee who is selected for redundancy. Such employees will be informed of all the available vacancies in the organisation at the time of their selection and will be given an opportunity to discuss with their Line Manager which vacancies are likely to be suitable for them. While priority will be given wherever possible to employees under threat of redundancy, the organisation reserves the right to select the best available candidate in relation to any given vacancy.

Employees have a separate legal entitlement to be offered any suitable alternative work that is available if they are made redundant while on maternity leave.

13.5 TIME OFF WORK

An employee under notice of redundancy will be entitled to a reasonable amount of paid time off to look for alternative work, attend interviews, etc. Employees wishing to take advantage of this right should make the appropriate arrangements with their Line Manager.

13.6 TERMINATION OF EMPLOYMENT

Depending on the circumstances, the organisation may waive its right to insist on employees working their notice and instead give a payment in lieu of notice. Employees with two or more years' service may be entitled to a statutory redundancy payment. The amount of this payment will be confirmed when the employee is selected for redundancy and the sum will be paid along with the employee's final salary payment or payment in lieu of notice.

14 RETIREMENT

The Company is committed to equal opportunities for all its employees and does not operate a compulsory retirement age for its employees.

The Company recognises the contributions of a diverse workforce, including the skills and experience of older employees. It believes that employees should, wherever possible, be permitted to continue working for as long as they wish to do so. The Company operates a flexible retirement policy and employees may voluntarily retire at a time of their choosing.

14.1 RETIREMENT PROCEDURE

If an employee has decided that he/she wishes to retire, he/she should inform their Line Manager in writing as far in advance as possible and, in any event, in accordance with his/her notice period as set out in his/her contract of employment. This will assist the Company with its succession planning.

The Company will write to the employee acknowledging the employee's notice to retire.

The Company will arrange a meeting with the employee to discuss arrangements for retirement, including the intended retirement date, succession and handover plans, pension details and phased retirement, if applicable.

Employees should consider their pension provision and take independent financial advice before making any decision in relation to retirement.

Policy Owner	HR Manager - Lucy Rimmer	Date: November 2021
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Revision History

Version	Author of change	Date of change	Reason for change
1	Nicki Crowhurst	11/01/19	Creation of policy
2	Lucy Rimmer	11/2021	Reviewed and Edited Policy