Equal Opportunities Policy with Grievance & Disciplinary Procedures

1. Policy Statement

Owen Fabrications Ltd is committed to achieving a working environment which provides equality of opportunity and freedom from unlawful discrimination on the grounds of race, sex, pregnancy and maternity, marital or civil partnership status, gender reassignment, disability, religion or beliefs, age or sexual orientation. This Policy aims to remove unfair and discriminatory practices within the Company and to encourage full contribution from its diverse community. The Company is committed to actively opposing all forms of discrimination.

The Company also aims to provide a service that does not discriminate against its clients and customers in the means by which they can access the services and goods supplied by the Company. The Company believes that all employees and clients are entitled to be treated with respect and dignity.

Any and all personal data used in connection with this Policy shall be collected, held, and processed in accordance with the Company's [Employee] Data Protection Policy.

2. Objectives of this Policy

2.1 To prevent, reduce and stop all forms of unlawful discrimination in line with the Equality Act 2010.

2.2 To ensure that recruitment, promotion, training, development, assessment, benefits, pay, terms and conditions of employment, redundancy and dismissals are determined on the basis of capability, qualifications, experience, skills and productivity.

3. Designated Officer

Name: James Doherty

Position: Director

Telephone Number 020 8903 4323

4. Definition of Discrimination

Discrimination is unequal or differential treatment which leads to one person being treated more or less favourably than others are, or would be, treated in the same or similar circumstances on the grounds of race, sex, pregnancy and maternity, marital or civil partnership status, gender reassignment, disability, religion or beliefs, age or sexual orientation. Discrimination may be direct or indirect.

5. Types of Discrimination

5.1 Direct Discrimination

This occurs when a person or a policy intentionally treats a person less favourably than another on the grounds of race, sex, pregnancy and maternity, marital or civil partnership status, gender reassignment, disability, religion or beliefs, age or sexual orientation.

5.2 Indirect Discrimination

This is the application of a policy, criterion or practice which the employer applies to all employees but which is such that:

- It is it detrimental to a considerably larger proportion of people from the group that the person the employer is applying it to represents;
- The employer cannot justify the need for the application of the policy on a neutral basis; and
- The person to whom the employer is applying it suffers detriment from the application of the policy.

Example: A requirement that all employees must be 6ft tall if that requirement is not justified by the position would indirectly discriminate against employees with an oriental ethnic origin, as they are less likely to be able to fulfil this requirement.

5.3 Harassment

This occurs when a person is subjected to unwanted conduct that has the purpose or effect of violating their dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment.

5.4 Victimisation

This occurs when a person is treated less favourably because they have bought or intend to bring proceedings or they have given or intend to give evidence.

6. Unlawful Reasons for Discrimination

6.1 Sex

It is not permissible to treat a person less favourably on the grounds of sex, marital status, civil partnership, pregnancy or maternity, gender reassignment or transgender status. This applies to men, women and those undergoing or intending to undergo gender reassignment. Sexual harassment of men and women can be found to constitute sex discrimination.

Example: Asking a woman during an interview if she is planning to have any (more) children constitutes discrimination on the ground of gender.

6.2 **Age**

It is not permissible to treat a person less favourably because of their age. This applies to people of all ages. This does not currently apply to the calculation of redundancy payments.

6.3 **Disability**

It is not permissible to treat a disabled person less favourably than a non-disabled person. Reasonable adjustments must be made to give the disabled person as much access to any services and ability to be employed, trained, or promoted as a non-disabled person.

6.4 **Race**

It is not permissible to treat a person less favourably because of their race, the colour of their skin, their nationality or their ethnic origin.

6.5 **Sexual Orientation**

It is not permissible to treat a person less favourably because of their sexual orientation. For example, an employer cannot refuse to employ a person because s/he is homosexual, heterosexual or bisexual.

6.6 **Religion or Belief**

It is not permissible to treat a person less favourably because of their religious beliefs or their religion or their lack of any religion or belief.

7. Positive Action in Recruitment

Under the Equality Act 2010, positive action in recruitment and promotion applies as of 6 April 2011. 'Positive action' means the steps that the Company can take to encourage people from groups with different needs or with a past record of disadvantage or low participation, to apply for positions within the Company.

If the Company chooses to utilise positive action in recruitment, this will not be used to treat people with a protected characteristic more favourably, it will be used only in tie-break situations, when there are two candidates of equal merit applying for the same position.

8. Reasonable Adjustments

The Company has a duty to make reasonable adjustments to facilitate the employment of a disabled person. These may include:

8.1 Making adjustments to premises;

8.2 Re-allocating some or all of a disabled employee's duties;

8.3 Transferring a disabled employee to a role better suited to their disability;

8.4 Relocating a disabled employee to a more suitable office;

8.5 Giving a disabled employee time off work for medical treatment or rehabilitation;

8.6 Providing training or mentoring for a disabled employee;

8.7 Supplying or modifying equipment, instruction and training manuals for disabled employees; or

8.8 Any other adjustments that the Company considers reasonable and necessary provided such adjustments are within the financial means of the Company.

If an employee has a disability and feels that any such adjustments could be made by the Company, they should contact the Designated Officer.

9. Responsibility for the Implementation of this Policy

All employees, subcontractors and agents of the Company are required to act in a way that does not subject any other employees or clients to direct or indirect discrimination, harassment or victimisation on the grounds of their race, sex, pregnancy or maternity, marital or civil partnership status, gender reassignment, disability, religion or beliefs, age or sexual orientation.

The co-operation of all employees is essential for the success of this Policy. Senior employees are expected to follow this Policy and to try to ensure that all employees, subcontractors and agents do the same.

Employees may be held independently and individually liable for their discriminatory acts by the Company and in some circumstances an Employment Tribunal may order them to pay compensation to the person who has suffered as a result of discriminatory acts.

The Company takes responsibility for achieving the objectives of this Policy, and endeavours to ensure compliance with relevant Legislation and Codes of Practice.

10. Dedicated Grievance Procedure

Informal Procedure

10.1 If an employee feels that they have suffered direct or indirect discrimination they are encouraged to attempt to raise and solve the issue informally before commencing the formal procedures detailed below.

10.2 Informal steps that may be taken by the employee include talking to their manager about the issue, or talking directly to any individual who the employee feels is responsible for the discrimination. This can be done verbally or by letter, and can be with the accompaniment of a

colleague or trade union representative.

10.3 Where the informal procedure is used, both parties should keep a written record of the meeting including what was discussed and any proposed action.

10.4 If the employee feels unable to deal with the issue informally, or if informal steps have failed to solve the problem, the employee should raise the matter according to the formal procedure detailed below.

Formal Procedure

Written Statement

10.5 Formal Grievances should be detailed in writing, and submitted to the Designated Officer without unreasonable delay. The Grievance should contain the actions or policy that the employee believes is discriminatory and all relevant facts surrounding the action or policy,

10.6 including any relevant dates, names and witnesses. The employee should indicate what they feel the Company should do and any other suggestions or information that they believe will assist in resolving the issue.

10.7 Where the Grievance concerns the Designated Officer, it should be submitted instead to the employee's Director (James Doherty) or such other person of equal or greater seniority.

Grievance Meeting

10.8 The employee will then be invited to a formal meeting to discuss the Grievance. The formal meeting will be held without unreasonable delay, and, usually no longer than 10 working days after submission of the Grievance in writing.

10.9 The meeting must not take place if the appropriate manager has not had a reasonable opportunity to consider their response to the information.

10.10 The employer should establish the facts by collecting documents, identifying any relevant people to interview and taking statements before memories start to fade. Any requests for anonymity and confidentiality should be taken seriously.

10.11 The employee may, following a reasonable request, be accompanied by a colleague, a suitably certified trade union representative or an official employed by a trade union. The companion may not, however, answer questions on behalf of the employee.

10.12 The employee's chosen companion will be able to address the meeting to put or sum up the employee's case as well as confer with the employee during the meeting. They may not,

however, answer questions on the employee's behalf, address the meeting if the employee does not wish them to do so or prevent the Company from explaining their case.

10.13 The appropriate manager, employee and their companion shall make every effort to attend the meeting.

10.14 If possible, the employee should explain how they think the Grievance could be resolved.

10.15 If a full investigation of the matter is required then the meeting should be adjourned to a later date before a decision is taken about how to deal with the employee's Grievance.

Outcome of the meeting

10.16 Following the meeting, and investigation, and without unreasonable delay the appropriate manager shall set out in writing the action they intend to be taken in order to resolve the Grievance (if appropriate).

10.17 The Company shall also inform the employee in writing of their right to appeal if they are not satisfied with the action taken.

10.18 Any action taken shall be monitored and reviewed, as appropriate, to ensure it effectively deals with the issue.

Appeal

10.19 If the employee is dissatisfied with the decision, they have the right to raise an appeal by submitting a written request to the Designated Officer, which should include the grounds for appeal. The appeal request must be submitted within 10 working days of the employee receiving the confirmation as to the outcome of the Grievance meeting.

10.20 The Company will invite the appellant employee to another meeting to discuss their appeal, to be held within a reasonable time of receiving the request for an appeal, at a time and place which shall be notified to the employee in advance. The appeal will be dealt with impartially and, wherever possible, will be chaired by a manager who has not previously been involved in the case and is of increased seniority to the one who dealt with the original Grievance.

10.21 The employee has the statutory right to be accompanied at the appeal meeting. The outcome of the appeal meeting shall be communicated to the employee in writing within 10 working days. Decisions made at this point are final and the Grievance procedure is concluded.

Records and Confidentiality

10.22 The Company shall be responsible for taking notes of the proceedings of each meeting during

the Grievance procedure. Copies of meeting notes will be provided to the employee.

10.23 All Grievances will be handled with as high a degree of confidentiality as is practicable, with special consideration for the often-sensitive nature of grievances falling under this Policy.

10.24 Confidential records of the Grievance will be kept in the employee's personnel file in accordance with the Company's [Employee] Data Protection Policy.

11. Employees engaging in Discriminatory Conduct

11.1 Behaviour or actions found to be contrary to this Policy and the general spirit of the laws on which it is based will be considered to be serious disciplinary matters. In the most severe of cases, the employee responsible may face dismissal. Any such employees will have the right to appeal against such a summary dismissal by following the Companies grievance procedure.

11.2 Discrimination leads to an unpleasant and non-productive work environment. No employee has the right to discriminate against another. If an employee is executing Company policy that may be indirectly discriminatory, the Company will not normally hold the employee responsible for any negative effects of that policy. Employees should inform the Designated Officer if they become aware of any discriminatory effects that a policy may have.

11.3 If a grievance is received by the Company that cites the actions of an employee have been discriminatory against another member of staff, the Company will deal with the breach of policy through the Disciplinary procedure.

12. Disciplinary Procedure

Informal discussion

12.1 The Company will initially try to resolve disciplinary issues informally by way of an informal discussion with the employee concerned.

12.2 This is a two-way discussion where the Company will be able to inform the employee of the grievance against them and at the same time provide the employee with the opportunity to provide an explanation.

12.3 The main purpose of the informal talk is to find a solution to the problem that is beneficial for both the Company and the employee.

12.4 Generally, cases of minor misconduct are dealt with informally. However, if the informal action does not provide a solution to the problem or if the disciplinary issue is too serious to be dealt with informally then the Formal Disciplinary Procedure will be followed.

Written notice of intended disciplinary meeting

12.5 If it is decided that there is a disciplinary case to answer the Company will provide the employee with written notice informing them that this constitutes the first stage of the Formal Disciplinary Procedure and as such outline:

11.5.1 the alleged misconduct and any possible consequences of this;

11.5.2 details as to the time and venue of the disciplinary meeting; and

11.5.3 notice of the employee's statutory right to be accompanied if the meeting could result in a formal warning, the confirmation of a warning or the taking of some other disciplinary action. (This statutory right can be exercised once the employee has made a reasonable request to be accompanied)

12.6 The employee's chosen companion will be able to address the meeting to put or sum up the employee's case as well as confer with the employee during the meeting. They may not, however, answer questions on the employee's behalf, address the meeting if the employee does not wish them to do so or prevent the Company from explaining their case. The companion can be a fellow employee, trade union representative or official employed by a trade union.

12.7 The meeting will be scheduled in order to give the employee reasonable time to prepare for the meeting.

12.8 The Company will establish the facts before the meeting by collecting documents, identifying any relevant people to interview and taking statements before memories start to fade. Any requests for anonymity and confidentiality will be taken seriously.

12.9 Where the Company or an employee intends to call relevant witnesses, they should give advance notice to the other party that they intend to do this. It may also be appropriate to provide copies of written evidence including any witness statements.

12.10 If the employee is unable to attend the disciplinary meeting at the agreed time, the Company shall offer an alternative reasonable time and date. If the employee repeatedly fails to attend rearranged meetings the Company, taking into consideration any reasons and concluding that such failure is without good cause, is free to decide upon the matter using the evidence available. The Company will inform the employee about such a decision in writing.

12.11 A record of this written notice will be disregarded after 12 months subject to satisfactory conduct.

Meeting

12.12 The Company will explain the complaint against the employee and go through any relevant evidence.

12.13 The employee will then be given the opportunity to present their own evidence, answer any allegations, ask questions and call relevant witnesses.

12.14 If the Company is unable to attend the meeting, such a delay should be conveyed to the employee at the earliest opportunity and a reasonable alternative should be provided to the employee.

12.15 Where possible, a manager who did not carry out the investigation will attend the meeting

Outcome of meeting

12.16 If the Company finds there has been no misconduct the employee will be informed of this in writing.

First Formal Warning

12.17 If misconduct is confirmed the Company will issue a written warning setting out the complaint and stating that further misconduct will result in a final written warning. This letter will include details as to the improvement required, time-scales for such improvement and details of any help that will be made available access to professional help. A record of this warning shall be kept for 12 months and shall be disregarded thereafter subject to satisfactory conduct.

Final Formal Warning

12.18 If the misconduct is sufficiently serious or there has been further misconduct since a previous formal warning the Company may issue a final written warning. This will give details of the complaint and nature of the misconduct, the improvement required, the time-scale for such improvement and details of any help available. It will also warn that failure to improve may lead to dismissal or some other contractual penalty e.g. demotion. A copy of this written warning will be kept on file and will be disregarded for disciplinary purposes after 12 months subject to satisfactory conduct.

Dismissal / Other Penalty

12.19 If there has been further misconduct since a final written warning the Company may dismiss the employee or take some other action short of dismissal such as demotion or disciplinary suspension. The employee will be provided with, in writing, the reasons for dismissal/or other action, the date on which the employment will terminate (if dismissed), and their right to

appeal, as soon as reasonably practicable. The dismissal decision should only be taken by a manager who has the authority to do so.

Dismissal Without Notice

12.20 If the Company finds that there has been gross misconduct the Company may call for dismissal without notice, the Company will follow a fair disciplinary procedure before taking any decision to dismiss without notice and this will be confirmed in writing.

Appeal

12.21 Employees have the right to appeal against any formal disciplinary action. An appeal should be made in writing within 10 working days of the disciplinary decision.

12.22 The employee must inform the Company as to the grounds for appeal in writing, and may be accompanied to the appeal meeting.

12.23 The Company will hear the appeal without unreasonable delay and where possible the appeal will be dealt with by a manager, preferably more senior, not previously involved in the case. However, where this is not practicable, the same manager may handle both the disciplinary and the appeal meetings and he/she will act as impartially as possible.

12.24 The outcome of the appeal will be confirmed in writing within 10 working days of the meeting. Decisions made at this stage will be final and there is no further right of internal appeal.

13. Advice and Support on Discrimination

Employees may contact their employee or trade union representative if access to such an individual is possible.

14. The Extent of the Policy

14.1 The Company seeks to apply this Policy in the recruitment, selection, training, appraisal, development and promotion of all employees. The Company offers goods and services in a fashion that complies with the spirit of this Policy.

14.2 This Policy does not form a part of any employment contract with any employee and its contents are not to be regarded by any person as implied, collateral or express terms to any contract made with the Company.

14.3 The Company reserves the right to amend and update this Policy at any time.

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This policy has been approved & authorised by:

Name: James Doherty

Position: Director

Date: 01/01/2026

Signature: