**[Insert Company Name]**

**[Logo]**

EMPLOYEE

HANDBOOK

**Instructions**

**Please feel free to use our generic Employee Handbook for your organisation. We are happy to adapt the Handbook to your needs and industry sector. For your convenience, we have highlighted certain areas in yellow, which will need amending. If you have any questions, please do not hesitate to get in touch with us.**

**iEmploy Ltd.**

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**We are here to help!**

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# Introduction

**Welcome to our organisation.**

* The Company has drawn up this handbook to provide all staff with important information on employment policies and procedures.
* Please read it carefully as this, in conjunction with your Contract of Employment/ Statement of Particulars of Employment, sets out your main terms and conditions of employment.
* Should there be a conflict between the terms of this Employee Handbook and your written Statement of Particulars of Employment, the latter will prevail. Acceptance of employment with the Company implies acceptance of conditions of employment contained within the Handbook.
* If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with Management.
* It is important that you do this before signing that you have read, understood and are willing to abide by all the Company's terms and conditions.
* It is important that you continue to familiarise yourself with the Handbook on a regular basis and refer to it during your employment with the Company.

# Contractual Policies and Procedures

##  Conduct whilst on Company Business

The Company will become involved where incidents occur:

* at office parties or other work-related social occasions or gatherings, whether organised by the Company or by employees themselves;
* at social occasions or gatherings organised by the Company’s customers or clients where the employee has been invited in their capacity as an employee of the Company;
* at work-related conferences or whilst the employee is working away on business on behalf of the Company.

On these occasions, employees are expected to be moderate if drinking alcohol and to behave in an appropriate, mature and responsible manner.

## Dress Code

* You are required to adhere to a standard of dress and appearance that is appropriate to the work, which is being undertaken.
* All employees are required to be neat, clean, well-groomed and presentable whilst at work, whether on the Company’s premises or elsewhere on Company business.
* If you are working in an area where protective clothing and footwear are required you must follow the rules of that area.

## Email, Social media and Computer Misuse

### General

* Some employees have access to computers at work for use in connection with the Company’s business. Employees who are discovered unreasonably using the Company’s computers for personal and private purposes will be dealt with under the Company’s disciplinary procedure.
* Vandalism of, or otherwise intentionally interfering with, the Company’s computers or network constitutes a gross misconduct offence and could render the employee liable to summary dismissal under the Company’s disciplinary procedure.

### Social networking sites

When logging on to and using social networking and video sharing websites and blogs at any time, including personal use outside the workplace, employees must not:

* publicly identify themselves as working for the Company, make reference to the Company;
* conduct themselves in a way that is detrimental to the Company or brings the Company into disrepute;
* include personal information about the Company’s employees, contractors, suppliers, customers or clients without their express consent;
* make any derogatory, offensive, discriminatory or defamatory comments about the Company, its employees, contractors, suppliers, customers or clients;
* make any comments about the Company’s employees that could constitute unlawful harassment or bullying.

Employees who are discovered contravening these rules, whether inside or outside the workplace, may face serious disciplinary action under the Company’s disciplinary procedure.

### Monitoring

The Company reserves the right to monitor employees’ e-mails and use of the Internet, both during routine audits of the computer system and in specific cases where a problem relating to excessive or unauthorised use is suspected.

### Emails

* When sending e-mails there are strict criteria that apply to the content. You must not send an e-mail of an offensive or libellous nature that could offend a colleague or somebody else outside the business, or worse, could lead to legal action being taken.
* Unauthorised use of e-mail and/or Internet may result in disciplinary action up to and including dismissal and may also expose both the user personally and/or the Company to court proceedings attracting both criminal and civil liability.
Examples include:
* Harassment;
* On-line gambling;
* Accessing, using or printing any material that may cause offence including but not limited to information relating to gender, marital or family status, sexual orientation, gender reassignment or transsexualism, race, colour, ethnic origin, nationality, age, disability or religious or other similar belief;
* Accessing sex, pornography or other obscene material whether legal or illegal.
* All use of the e-mail system and of the Internet access will be recorded and regularly monitored to ensure the system is being used effectively and in line with this policy and all relevant legislation.

## Leave of Absence

### Holidays

* The holiday year runs from January to December. You are referred to the written Statement of Terms and Conditions of Employment, which specify your holiday entitlement.
* You shall give at least 4 weeks notice of any proposed holiday dates and these must be agreed by your head of department in writing in advance. No more than 2 weeks holiday may be taken at any one time unless prior consent is obtained from the manager/director.
* If for any reason you do not take all of your holiday entitlement in any holiday year, we are not obliged to make any payment in lieu or increase your holiday entitlement in any subsequent year.
* If you have taken more holiday than your accrued entitlement at the date of termination of your employment you expressly authorise us to deduct the appropriate amount from any payments due to you pursuant to Part II of the Employment Rights Act 1996.

### Medical Appointments

Appointments with doctors, dentists and other medical practitioners should, as far as reasonable, be made outside your 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.

We reserve the right to request proof of any appointments taken during your normal working hours.

### Unauthorised Absence/Late Return

Any time off where appropriate advance notification has not been given and authority not granted will be treated as unauthorised absence and will not be paid. Unauthorised absence will be treated seriously and may result in disciplinary action, which could lead to dismissal.

## Smoking Policy

For health and safety reasons smoking is strictly prohibited in all buildings. For the purposes of this policy ‘smoking’ will include the smoking of cigarettes, pipes, cigars as well as e-cigarettes and other such electronic devices.

## Sickness Absence

* On the first morning of your sickness absence, you (or someone on your behalf) must telephone the Company and speak to a department manager or the accounts office at the earliest possible opportunity. You should give details of the nature of your illness and, if the illness is of a minor nature you should indicate when you believe you will be fit to return to work.
* For an absence of seven consecutive calendar days or less, you are required to complete a self-certification of sickness absence form immediately on your return to work.
* Should your sickness absence be for a period in excess of seven calendar days, you are required to contact us on a weekly basis in order to provide an update on your illness or injury. A doctor’s certificate must also be obtained for the duration of your illness.
* For long-term sickness absence or frequent periods of sickness absence, the Company may request a medical report from your GP or Consultant or alternatively request that you visit a doctor elected by the Company to undergo a medical examination. You are required to cooperate in the obtaining and disclosure of all results and reports to the Company.
* Persistent short-term sickness absence is, in the absence of any underlying medical condition or other reasonable excuse, is a disciplinary matter and will be dealt with in accordance with the Company’s Disciplinary Procedure.

## Timekeeping

* All employees are expected to report for work punctually and to observe the normal hours of work laid down in their Statement of Terms and Conditions of Employment. You have no contractual or statutory right to be paid for time not worked due to lateness or absence.
* If you are going to be late for work, you must make every effort to contact us by telephone as soon as reasonably practicable to notify us of this fact and of the time you expect to arrive.

## Working Time Regulations

* The Working Time Regulations mean that the normal working week including overtime should not exceed 48 hours (averaged over a 17-week period). It is not envisaged that you would be required to work in excess of these limits.
* If you have not opted out of the Working Time Regulations, you are entitled to the following rest periods and breaks:
	+ a 20-minute uninterrupted unpaid rest break after 6 hours work (or 30 minutes after 4.5 hours work if you are under the age of 18);
	+ 11 hours daily rest, (or 12 hours if under the age of 18), in each 24 hour period;
	+ rest periods of not less than 24 hours during 7 days OR one uninterrupted rest period of not less than 48 hours in each 14-day period.
* If you are aged 16 to 18, additional regulations apply.

## Use of Company Equipment

* In order to enable some employees to work from home or otherwise away from the Company’s premises, the Company may provide them with designated items of equipment. If you are provided with any items of equipment, you agree that you will be responsible for ensuring they are properly looked after and stored and otherwise kept safely at all times.
* The Company reserves the right to require you to return any item of equipment at any time during your employment for any reason whatsoever, including but not limited to, the withdrawal of any privilege of working from home and/or working away from the Company’s premises.
* It is your responsibility to return equipment to the Company, whether this is by demand of the Company or in the event of the termination of your employment for any reason. You agree that failure to do so will entitle the Company to withhold any wages due from the Company to you up to the current market value of the equipment not returned.

Failure to comply with the above rules and procedures in Chapter 2 are serious offences and will be dealt with in accordance with the Company’s disciplinary procedure.

# Non-Contractual Policies and Procedures

Non-contractual policies and procedures do not form part of an employee's contract of employment and it may be amended at any time. Any breach of this policy will be taken seriously and may result in disciplinary action.

## Disciplinary Procedure

### General Principles

* This procedure applies to all employees regardless of status or length of service, except agency workers or self-employed contractors.
* Where disciplinary allegations are made against a probationary employee we may omit some of the steps set down in this procedure and/or vary some or all of the time limits.
* We may vary any time limits, if it is reasonable to do so.
* If you have difficulty at any stage with the procedure because of a disability, you should discuss the situation with your manager as soon as possible.

### Confidentiality

* All employees, including witnesses, must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.
* Electronic recordings of any investigative meetings, disciplinary or appeal hearings are not permitted.

### Investigations

* The purpose of an investigation is for us to establish a fair and balanced view of the facts before deciding whether to proceed with a disciplinary hearing.
* You do not normally have the right to bring anyone to an investigative interview. However, we may allow you to bring a companion if it helps you to overcome a difficulty caused by a disability, or any difficulty in understanding English.

### Suspension

* In cases of alleged gross misconduct, where the employee’s continued presence in the office would hinder an investigation, we may need to suspend them from work where an investigation or disciplinary procedure is on-going.

### Formal Disciplinary Procedure

**Written Information**

Following any investigation, if we consider there are grounds for disciplinary action, we will inform you in writing of the allegation against you and the basis for these allegations.

**Right to be Accompanied**

* You may bring a companion to any disciplinary or appeal hearing under this procedure. The companion may either be a fellow employee, a trade union representative or an official employed by a trade union.

**Disciplinary Hearing**

* We will give you written notice of the date, time and place of the disciplinary hearing.
* You must take all reasonable steps to attend the hearing. Failure to attend the hearing without good reason may be treated as misconduct in itself.
* Within one week, or as reasonably practicable, of the disciplinary hearing we will inform you in writing of our decision together with the reasons as to our decision.

**Appeals**

* If you wish to appeal you should do so in writing, stating your full grounds of appeal, within one week of the date on which you were informed of the decision.
* We will give you written notice of the date, time and place of the appeal hearing.
* Where practical, the appeal hearing will be conducted by a manager who is senior to the person who conducted the disciplinary hearing.
* We will inform you in writing of our final decision within one week of the appeal hearing. There will be no further right of appeal.

**Disciplinary Sanctions**

We aim to treat all employees fairly and consistently. Depending on the seriousness of the matter any of the following stages may be omitted.

**STAGE 1: Verbal Warning**

You may be given a verbal warning for a minor act of misconduct or unsatisfactory performance where you have no other active warnings on your disciplinary record.

A record of the warning will be placed permanently on your personnel file and will remain active for six months from the date it is given, after which time it will be disregarded in any future disciplinary proceedings.

**STAGE 2: First Written Warning**

A first written warning will initially be given for a first act of misconduct or poor performance where there are no active warnings on your disciplinary record or a minor offence where there is an active verbal warning on your record.

The warning will be placed permanently on your personnel file and will remain active for twelve months from the date it is given, after which time it will be disregarded in any future disciplinary proceedings.

**STAGE 3: Final Written Warning**

A final written warning will usually be given for misconduct where there is already an active written warning on your record or cases where there is no active written warning on file but we consider that the misconduct or poor performance is sufficiently serious to warrant a final written warning.

The warning will be placed permanently on your personnel file and will remain active for twelve months or, if we decide that the matter is more serious, for a longer period.

**STAGE 4: Dismissal**

We may decide to dismiss you in the following circumstances:

* misconduct or poor performance during your probation period; or
* misconduct or poor performance where there is an active final written warning on your record; or
* gross misconduct regardless of whether or not you have received any previous warning.

**Gross Misconduct**

Gross misconduct is misconduct, which in our opinion, is serious enough to prejudice our business or reputation, or which irreparably damages the working relationship and trust between employer and employee. It is a serious breach of contract and may lead to summary dismissal.

## Equal Opportunities Policy

* It is the Company’s policy not to discriminate against its workers on the basis of their gender, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability or age, pregnancy or trade union membership or the fact that they are a part-time worker or a fixed term employee.
* Action will be taken under the Company’s disciplinary procedure against any employee who is found to have committed an act of improper or unlawful discrimination, harassment, bullying or intimidation.

### Disability discrimination

If you are disabled, or become disabled in the course of your employment with us, you are encouraged to tell us about your condition. This is to enable us to support you as much as possible. You should also advise us of any reasonable adjustments to your working conditions or the duties of your job, which you consider being necessary, or which would assist in the performance of your duties. The Company may wish to consult with you and with your medical adviser(s) about possible reasonable adjustments.

### Breaches of this policy

* If you believe that you may be disadvantaged on any of the unlawful grounds listed, or you believe you may have been harassed on any of the unlawful grounds, you are encouraged to raise the matter through the Company’s Grievance Procedure.
* If, after investigation, you are proven to have harassed any other worker on the grounds of sex, marital status, sexual orientation, religion or belief, race, disability or age or otherwise act in breach of this policy, you will be subject to disciplinary action.
* This policy applies equally to the Company’s workers relations with visitors, clients, customers and suppliers.

## Grievance Procedure

### General Principles

* This procedure applies to all employees regardless of length of service.
* Any steps under this procedure should be taken promptly unless there is a good reason for delay. The time limits in this procedure may be extended if it is reasonable to do so.
* Written grievances will be placed on your personnel file along with a record of decisions taken; any appeal notice; the outcome of any appeal; and any notes or other documents compiled during the grievance process.

### Raising Grievances

You should put your grievance in writing and submit it to your manager. If the grievance concerns your manager you may submit it instead to a more senior manager.

**Meeting and Investigation**

* You will be invited to a grievance meeting, which will normally take place no more than one week after we have received your written grievance.
* You may bring a companion to any meetings held under this procedure (see Disciplinary Procedure).
* After the initial grievance meeting we may carry out further investigations and/or hold such further grievance meetings as we consider appropriate.
* We will inform you of our decision and of your right of appeal normally within one week of the final grievance meeting.

**Appeal**

* Should you wish to appeal you should do so in writing to [INSERT JOB TITLE e.g. HR, Director, Manager], stating your full grounds of appeal, within five [decide and may be change to e.g. ten days] working days of the date on which the decision was sent or given to you.
* We will hold an appeal meeting, normally no more than two weeks after we receive your appeal.
* Our final decision will normally be notified to you within two weeks of the appeal meeting.

## Health and Safety Policy

### General

* The Company is committed to ensuring the health, safety and welfare of its employees and it will, so far as is reasonably practicable, establish procedures and systems necessary to implement this commitment and to comply with its statutory obligations on health and safety.
* It is the duty of each employee to take reasonable care of their own and other people’s health, safety and welfare and to report any situation which may pose a serious or imminent threat to the well-being of themselves or of any people.
* Disciplinary action under the Company’s Disciplinary Procedure may be taken against any employee who violates health and safety rules and procedures or who fails to perform their duties under health and safety legislation.
* The Company’s Health and Safety Officer is [INSERT NAME].

### Reporting accidents at work:

* All injuries, however small, sustained by a person at work must be reported to the Health and Safety Officer and be recorded in the accident book.
* Fire
In the event of the fire alarm being activated, or in any other emergency situation, all employees must leave the building by the nearest available emergency exit in an orderly fashion and assemble at the designated assembly point.

### Company Safety Rules

* All employees should be aware of and adhere to the Company’s rules and procedures on health and safety;
* all employees must immediately report any unsafe working practices or conditions to the Health and Safety Officer;
* horseplay, practical joking, running in the workplace, misuse of equipment or any other acts which might jeopardise the health and safety of any other person are forbidden;
* any person whose levels of alertness are reduced due to illness or fatigue will not be allowed to work if this might jeopardise the health and safety of any person;
* no employee should undertake a job until they have received adequate safety instruction and they are authorised to carry out the task;
* all materials must be properly and safely used and when not in use properly and safely secured;
* suitable clothing, footwear and protective guards, as well as other safety devices, must be worn at all times.

**Access**

* Walkways and passageways must be kept clear and free from obstructions at all times.
* If a walkway or passageway becomes wet it should be clearly marked with warning signs and any liquid spilt on the floor should be wiped up immediately.

**Manual Handling**

* Lifting and moving of objects should always be done by mechanical devices rather than manual handling, wherever reasonably practicable.
* Employees should not attempt to lift or move a load which is too heavy to manage comfortably. Employees should ask for assistance if there is any danger of strain.
* When lifting an object off the ground, employees should assume a squatting position, keeping the back straight. The load should be lifted by straightening the knees, not the back.

## Leave

### Maternity Leave

**Notification of Maternity**

You should consider informing the Company of your pregnancy, as soon as possible, after a doctor has confirmed it and you feel comfortable in doing so. The earlier you inform us the better, as we can take the appropriate steps and carry out a risk assessment to ensure that you have all the legal protection afforded to pregnant women. However, to qualify for Maternity Leave, you must inform us in writing no later than the end of the 15th week before your baby is due

**Antenatal Care**

You are entitled to reasonable time off with pay for antenatal appointments, provided these appointments have been made on the advice of a doctor, midwife or health visitor.

**Maternity Leave**

You are entitled to 26 weeks Ordinary Maternity Leave and 26 weeks Additional Maternity Leave, making a total of 52 weeks. Maternity leave can start no earlier than 11 weeks before the expected week of childbirth (EWC), except when the baby is born before it is due.

**Statutory Maternity Pay**

Statutory Maternity Pay (SMP) will be payable for a maximum of 39 weeks from commencement of your leave.

To qualify for SMP you must:

* Have at least 26 weeks’ continuous service with the Company at the 15th week before the baby is due.
* Earn an average weekly amount of no less than the lower earnings limit in force which is set annually by the government in the eight weeks prior to the end of the set period.

**Keeping in Touch Days (KIT)**

You can work up to 10 days during your maternity, adoption or additional paternity leave. These KIT days’ are optional and both the employee and employer need to agree to them.

**Returning to work after maternity leave**

The company cannot allow you to return to work for two weeks immediately after you have given birth (Compulsory Maternity Leave).

### Adoption

* In order to qualify for the right to take adoption leave, you must be adopting a child through an approved adoption agency.
* If you wish to take adoption leave, you must inform the Company in writing of your request no later than seven days after the date on which notification of the match with the child is provided to you by the adoption agency.
* Assuming you are eligible, you are able to take up to a maximum of 52 weeks adoption leave. This comprises 26 weeks ordinary adoption leave and 26 weeks additional adoption leave.
* Statutory Adoption Pay (SAP) starts when you take your adoption leave and is payable for up to 39 weeks during your adoption leave

### Paternity Leave and Pay

**Paternity Leave**

Paternity leave is available to employees who:

* have or expect to have responsibility for the child's upbringing;
* are the biological father of the child or the mother's husband or partner (including same sex relationships);
* have worked continuously for us for 26 weeks ending with the 15th week before the expected week of childbirth, or the end of the week in which the child's adopter is notified of being matched with the child.

**Notification of Paternity**

If you wish to take Paternity Leave after your child has been born, you need to notify us in writing as soon as possible, but no later than the end of the 15th week before the date your partner is due to give birth. If you are adopting a child, you should complete the form within 7 days of the date that you have been officially notified that you have been matched to the child for the purpose of adoption.

Entitled employees will need to take their paternity leave within 56 days of the actual date of birth of the child.

**Pay during Paternity Leave**

Provided you earn over the Lower Earnings Limit, you will be entitled to Statutory Paternity Pay. Paternity leave is a paid single period of either 1 or 2 weeks’ leave.

### Parental Leave

Parental leave is for employees to take time off work to look after a child's welfare, if they have completed one year’s continuous service with us. This leave is unpaid and is available for children, born or adopted, anytime up to their 18th birthday.

* The amount of parental leave granted is a maximum of 18 weeks unpaid leave per child born or adopted.
* Parental leave can be requested in writing giving at least 21 days notice before the intended start date of the parental leave.
* The leave can start once the child is born or placed for adoption, or as soon as the employee has completed a year's service, whichever is later.
* Parental leave should be taken in blocks of a week or multiples of a week, and should not be taken as "odd" days off, unless the employer agrees otherwise or the child is disabled. You cannot take off more than four weeks during a year per child.
* The Company reserves the right to postpone leave for up to six months if we consider that your absence would unduly disrupt the business.

### Shared Parental Leave

Shared Parental Leave is a new entitlement for eligible parents of children due to be born or adopted on or after 5 April 2015.

### Flexible Working

* From 30 June 2014 every employee, except agency worker, consultant or self-employed contractor, has the statutory right to request flexible working after 26 weeks of continuous employment service. A formal request can only be made every 12 months.
* An employee that thinks they may benefit from flexible working is encouraged to contact the [HR department/line manager]to arrange an informal discussion to talk about the options.

**Requesting Flexible Work**

* You will need to submit a written application to the Company if you would like your request to be considered. Your request should ideally be submitted at least two months before you wish the changes you are requesting to take effect.
* There will be circumstances where, due to business and operational requirements, the Company is unable to agree to a request.
* If your request is accepted, or where the Company proposes an alternative to the arrangements you requested, we will write to you with details of the new working arrangements.
* Please note that changes to your terms of employment will be permanent and you will not be able to make another formal request until 12 months after the date of your original application.
* If your request is rejected or only agreed in part, you have the right to appeal in writing.

### Whistleblowing

The Company encourages a free and open culture and recognises that effective and honest communication is essential to its success. You may raise concerns about serious malpractice relating to the Company with either a senior manager or a director.

Qualifying disclosures are disclosures of information where the worker reasonably believes (and it is in the public interest) that one or more of the following matters is either happening, has taken place, or is likely to happen in the future.

* A criminal offence
* The breach of a legal obligation
* A miscarriage of justice
* A danger to the health and safety of any individual
* Damage to the environment
* Deliberate attempt to conceal any of the above.

Disclosures should only be made in good faith and where you reasonably believe that the information disclosed and any allegations contained in it are substantially true.

Any disclosure made in bad faith may result in disciplinary action being taken.