



# Employee Handbook

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Incorporating  
Premier Support Services Group  
and  
All Sister Companies

## WELCOME AND INTRODUCTION

Premier Support Services Limited (PSS) was established in Birmingham in 1989 as a family run business. Since then, we've come a long way and have expanded to become one of the UK's most respected support service contractors.

Premier Support Services Limited is to be a truly **differentiated** provider of coherent property facilities support services including daily office cleaning, supply of cleaning consumables, specialist industrial cleaning, security, planned and reactive building and equipment maintenance and refurbishment projects across the UK.

PSS will provide a quality assured, sustainable one-stop-shop solution through a UK wide network of branch offices with one central support office. Each branch, run by a Branch Manager, will deliver all services.

PSS is to be the *employer of choice* in its field. With a clear identity PSS will recruit, induct, develop and retain individuals who share the Company's aims and ambitions.

*We're very glad to have you on board as one of our Premier People.*

*From this day forward, you've got a part to play in continuing to make Premier a very special place to work.*

### OUR CULTURE CODE

One of our most treasured principles is that we treat each other with respect. Everyone is willing to lend a helping hand because we know *teamwork* makes the dream work – excuse the pun...

We like to *challenge* the status quo and think outside the box. We always welcome new ideas so don't be afraid to share any suggestions with us.

Attitude counts for everything. It is important to uphold our values, at all times (even when you are having a bad day – we've all been there!!).

We love to recognise when our Premier People *exceed* expectations – whether it be a simple thank you or a mention in our newsletter. We appreciate hard work when we see it & striving to always be the best and *making a difference* is always the ultimate goal.

Not only do we recognise the importance of people, but our customers are also at the centre of everything we do. Without them we wouldn't be where we are – which is what makes it so important that we provide the best customer service possible. That includes things like making sure you are dressed appropriately, always acting *professional and* doing everything you can to *make a difference*.

## **This handbook**

This handbook is designed to explain the way in which we work and to set out the key procedures, rules and policies designed to ensure an efficient workplace and a safe and supportive environment for all employees. The contents of this handbook do not form part of the terms of your contract of employment unless otherwise stated. The Company may need to alter or amend any policy or procedure contained in this handbook to ensure that it remains relevant and consistent with the needs of the business. Any such change will be notified to all employees and an up-to-date copy of this handbook will be emailed to you and copies can be obtained from your local branch.

We do expect you to comply with the requirements set out in this handbook and failure to do so may lead to disciplinary action; in appropriate cases, up to and including dismissal.

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# 1

## KEY PRINCIPLES

*This section sets out some of the key commitments made by the Company to its employees – and the key commitments expected from employees in return.*

### 1.1 Company Code of Conduct

The behaviour of employees is central to the continued success of the Company. This handbook sets out a number of requirements aimed at ensuring the smooth running of the Company and the fair treatment of all employees. A number of these are so important that any breach of them will amount to gross misconduct and these are clearly identified throughout the handbook. Your attention is drawn in particular to the following:

- The rules on gifts and hospitality;
- The policy on smoking;
- The policy on alcohol and drugs;
- The policies on driving and the use of Company vehicles;
- The policy regarding social media; and
- The rules concerning the use of computers, the internet and email;

#### **Dishonesty**

It is important to stress that any form of dishonesty, however minor, will be regarded as gross misconduct. This includes theft of property, whether belonging to the Company, colleagues or any third party. However it also includes an employee seeking to gain any advantage through deception - such as making a false claim for expenses or overtime, falsely claiming to be sick or falsely claiming to have completed a particular task.

It does not matter if any amount of money at issue is small. The Company regards any dishonesty by employees as gross misconduct which will usually result in dismissal.

#### **Refusal to carry out instructions**

The Company expects employees to work in a spirit of cooperation with their colleagues and managers for the good of the business as a whole. Employees are required to carry out their managers' instructions and a deliberate and wilful refusal to do so will be gross misconduct.

If you believe that you have been instructed to do something that does not fall within your duties or which is in some other way unreasonable then the appropriate way of dealing with this is to raise a grievance under the grievance procedure (see Section 4). However doing so will not prevent a refusal to carry out an instruction from amounting to gross misconduct if it is found to have been a reasonable one in all the circumstances.

### 1.2 Health and Safety

The primary duty owed to you by the Company is to ensure that you are safe while you are at work. Similarly all employees are obliged to carry out their duties in a safe and

responsible manner that does not risk harm to either themselves, their colleagues or any other person.

A detailed health and safety policy/handbook identifying the roles and responsibilities of key staff members for ensuring that the Company meets its commitment to health and safety is available from your line manager. In addition there is information on health and safety displayed throughout our premises.

Detailed risk assessments have been carried out on all aspects of the Company's activities and steps have been taken to ensure that all work can be done safely. Any employee who is concerned that any aspect of the Company's activities poses a risk to health and safety should report this to the nearest available manager immediately. Genuine concerns about health and safety will always be treated with the utmost seriousness and be thoroughly investigated.

Employees are required to comply with all instructions rules and procedures concerning matters of health and safety. Failure to do so may amount to gross misconduct. In particular, where employees are required to wear personal protective equipment such as hard hats, protective footwear or high visibility clothing then failure to do so will be treated as gross misconduct which will usually result in dismissal.

### **1.3 Equality**

The Company is proud to be an equal opportunities employer. This means that decisions concerning recruitment, promotion, dismissal or any other aspect of employment will be based on the needs of the business and not any assumptions based on sex, race, age, disability, gender reassignment, sexual orientation, married or civil partnership status, pregnancy or maternity, religion or belief. This is an important commitment which all employees are expected to share.

Employees are encouraged to raise with management any discriminatory behaviour, assumptions or attitudes they encounter at work and are entitled to do so free from any reprisal providing they are acting in good faith.

### **1.4 Dignity at Work**

All employees are entitled to a working environment free from bullying and harassment. The Company takes all allegations of such conduct extremely seriously and will not tolerate harassment or bullying behaviour. Complaints will be dealt with under the Bullying and Harassment Policy set out in Section 5 of this handbook.

All employees are required to behave towards each other with respect. In particular, offensive behaviour which relates to sex, race, age, disability, sexual orientation, religion or belief, pregnancy or gender reassignment will be treated as gross misconduct and will usually lead to dismissal.

### **1.5 Ethical Conduct**

The Company aims for the highest possible standards of ethical conduct in all of its activities and expects the conduct of individual employees to reflect this. Dishonesty

of any kind will be treated as a serious matter, which may amount to gross misconduct and therefore to dismissal without notice.

### **Gifts and Hospitality**

The acceptance of gifts and hospitality from clients/customers, suppliers and potential suppliers must not give the appearance that employees or the Company may be unduly influenced in the decisions that they make in respect of clients/customers, suppliers or in any other aspect of their work.

All gifts and hospitality given or received, of whatever value, must be entered in the Register kept by the management team.

No personal gifts of a value in excess of £10 should be accepted from a client/customer, supplier or potential supplier without express permission from your line manager.

Acceptance of hospitality, such as lunch or drinks receptions, should be kept within common sense limits and should always be authorised by your manager. Offers of hospitality must always be authorised by your manager.

You may also be instructed to return any gifts which your manager considers to be inappropriate, or to refuse to accept hospitality from a particular supplier or potential supplier. Failing to obey such an instruction will be treated as misconduct.

Allowing gifts or hospitality to influence any purchasing/business decisions that you may make on behalf of the Company or to otherwise influence the way in which you perform your duties is an act of gross misconduct which will usually result in dismissal.

It is also an act of gross misconduct to seek to influence any other person to behave in an improper way or to confer a business advantage on you or the Company through the giving of any gift or hospitality.

## **1.6 Whistleblowing**

The Company encourages employees to raise any concerns that they may have about any wrongdoing at any level within the business. Wrongdoing in this context means any breach of a legal obligation, risk to health and safety, a criminal offence being committed, a miscarriage of justice occurring or likely to occur or damage to the environment.

Any initial concern should be raised with your line manager. However, if this is not appropriate then you should contact another member of the management team who will ensure that your concern is properly addressed.

Employees who raise a concern which is in the public interest under this policy are entitled not to be subjected to any detriment as a result, however the employee must reasonably believe that the disclosure they are making is true.

Even if your concern proves to be unfounded you will be protected against any reprisals from your manager, colleagues or any other employee of the business. Making a deliberately false allegation, however, against the Company, a fellow employee or any other person will be treated as an act of gross misconduct which will usually result in dismissal.



If you are the subject of an allegation of wrongdoing then you will be informed of the allegation and given every opportunity to explain the situation and put your side of the story. Disciplinary action will only be taken following a full investigation in accordance with the disciplinary procedure.

## **1.7 Good Faith and Loyalty**

The employment relationship is one built on trust and we all have a mutual interest in making the relationship a success. The Company has a duty to provide reasonable support to employees and employees have a duty of good faith towards the Company.

In practice this means not doing anything that undermines the Company's position by acting in competition with it, providing information to competitors or undermining the Company's standing with clients, customers and fellow employees.

## **1.8 Data Protection**

We will process personal data and sensitive personal data (also known as 'special categories of personal data') relating to you in accordance with our Data Protection Policy and our Data Protection Privacy Notice (provided to you separately), as well as in accordance with the relevant data protection legislation.

We may monitor staff in accordance with our policies relating to email, internet and communications systems and monitoring at work, as detailed in this Employee Handbook and in accordance with the relevant data protection legislation.

You will comply with your obligations under our Data Protection Policy and other relevant policies as directed.

## **1.9 Environmental Statement**

In the undertaking of their daily duties, we accept that all staff associated with Company will have an influence on the environment. We will commit to adopting working practices that will help to have a positive effect, assist towards continued environmental improvement, prevent pollution and reduce unavoidable negative influences caused by our working practices.

The Company therefore maintains a policy of 'minimum waste' which is essential to the cost effective and efficient running of all our operations. Every employee has a responsibility to promote this policy by taking extra care when carrying out normal duties to avoid unnecessary or extravagant use of services, materials, lights, heating, water etc.

# 2

## HOW WE DO THINGS

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*This section deals with some important administrative requirements to do with your employment and sets out the standards the Company expects of employees in various situations.*

### 2.1 Proof of Identity

The Company is legally obliged to ensure that all employees are permitted to work in the UK. It is a condition of your employment that you comply with all reasonable requests to provide details of your identity, right to work in the UK and place of residence. This will include allowing the Company to take copies of your passport or other appropriate documents and to check their authenticity. Copies of any such documents will be kept in your personnel file indefinitely.

The Company may dismiss any employee who cannot demonstrate that they are legally entitled to work in the United Kingdom.

### 2.2 Dress Code

All employees should dress in a manner appropriate to the work that they do. Key factors include whether or not the employee meets clients or customers and whether the requirements of health and safety require particular clothing. How you dress is largely a matter of common sense. If your manager feels that you are dressing in an inappropriate way they may ask you to dress differently the next time you come into work. A persistent refusal to comply with a reasonable standard set by a manager will amount to misconduct.

Where an employee dresses in a completely inappropriate way, for example by wearing clothing with offensive images or slogans, then they may be sent home to change. Any time taken to go home and change will be unpaid.

#### **Employees Required to wear Uniform**

If you are provided with specific uniform for your role, you will be expected to wear this at all times whilst at work, especially if you may come into contact with the public in the performance of your duties.

You must ensure you look presentable for work and your uniform is maintained in a good condition. If you lose your uniform, or do not look after it, then the Company will be entitled to make a deduction from your remuneration to cover the cost of replacing this. General wear and tear will be taken into account and the Company may exercise its discretion to replace uniform.

## **Personal Protective Equipment**

If you are provided with any Personal Protective Equipment (PPE) you must ensure you wear this at all times, especially in any designated area which may pose additional risk. Failure to do so is likely to result in disciplinary action.

## **2.3 Timekeeping**

Good timekeeping is essential in any team; however we recognise the commitment that staff dedicate to their duties and therefore are happy to show some flexibility in terms of time keeping. This having been said, any employee who is seen to abuse this goodwill, will be spoken to. Persistent abuse of this goodwill will likely result in disciplinary action.

Where it is clear that you are going to be late for work you must contact your line manager as soon as possible to explain the situation and give an estimate of your arrival time. You must make every effort to talk to your manager directly rather than leave a message with colleagues or send an email or text message.

If personal or domestic circumstances make it difficult for you to attend work on time then you should discuss this with your line manager. In some cases, the Company may be able to accommodate a reasonable need for flexibility, but this will be subject to the needs of the business and the need to avoid placing an unfair burden on your colleagues (see Section 4).

## **2.4 Pin2Pay**

Our Pin2Pay system is a process that is to be followed by all site based staff to log in and log out, replacing the obsolete clock in/out system. The process ensures employees working time on site is recorded accurately enabling Payroll to issue accurate wages. Failure to log time correctly may result in wage payment delays plus a considerable amount of wasted administration and management time.

Any failure on part of the employee to ensure accurate log in/out of a site may result in disciplinary action. It is the responsibility of the employee to ensure that mistakes are avoided. Employees will only be paid for the time they have logged in and logged out of the Pin2Pay System.

The process is as follows:

### **Pin2Pay Process - Log In**

1. Dial the number that you have been given & the voice command will give you instructions.
2. Enter your unique pin number the voice command will tell you to press 1 to log in to the system.
3. Put the phone down to end the process.

### **Pin2Pay Process - Log Out**

1. Dial the number that you have been given & the voice command will give you instructions.
2. Enter your unique pin number the voice command will tell you to press 2 to log out of the system.
3. Put the phone down to end the process.

If the employee has any queries, they must be addressed with their Supervisor or Contract Manager as soon as possible.

## 2.5 Adverse Weather and Traffic Disruption

The Company's primary duty is to provide a safe place of work. If adverse weather means that this cannot be achieved and the workplace needs to close then all employees will be sent home or told not to come in. In these circumstances employees will be paid in full for any working time that they have lost.

If the need to close the workplace persists, the Company may invoke the lay-off clause in employees' contracts.

If the workplace remains open, it is the responsibility of employees to attend work if they possibly can. While the Company understands that this is not always possible, additional paid leave will not be provided for employees who are unable, for whatever reason, to travel into work.

Where it is clear that you are not going to be able to get to work you must contact your line manager as soon as possible to explain the situation. You must make every effort to talk to your manager directly rather than leave a message with colleagues or send an email or text message.

If you are unable to attend work due to severe weather or other travel difficulties then you will be required to take time from your annual leave allowance to cover any absence or to take unpaid time off by agreement with your manager. There may be circumstances in which employees are able to work at home, but this will be entirely at the discretion of the Company.

## 2.6 Rest Breaks

The Company encourages all employees to take full advantage of scheduled rest breaks. These are provided not only for comfort, but also to protect the health of employees and prevent excessive fatigue from causing accidents.

A rest break should be taken away from your workstation wherever possible. If you leave the premises you should bear in mind the time that it will take you to return from the break so that you can ensure that you begin work again on time.

Different areas of the business may have different arrangements for ad hoc breaks such as to make a cup of tea or coffee. These arrangements are in place to ensure the smooth running of the business and to prevent putting unfair pressure on colleagues. You are required to comply with any requirements relating to such breaks as may be in place from time to time.

## 2.7 Smoking

The Company operates a smoke-free workplace. Smoking (which includes the use of e-cigarettes and personal vaporisers) is therefore strictly prohibited throughout all Company premises, including any Company vehicle.

Smoking is only permitted during designated break times and in the designated outside areas.

## 2.8 Computer Use - Including the use of email/Internet

It is very important that the Company is able to keep its data secure. To assist with this, all employees are required to comply with instructions that may be issued from time to time regarding the use of Company-owned computers or systems.

You should ensure that when leaving your workstation for any lengthy period, that you lock your terminal, or log off if appropriate.

You must not attach any device to Company IT equipment without authorisation from your line manager and you must not open attachments or click on links unless you know you can trust the source. Company portable IT devices must be kept secure and password protected at all times.

Your computer password is an important piece of confidential information and you should treat it that way. Do not share it with others, and make sure that it is not written down anywhere where an unauthorised person can find it.

Unauthorised access to any of the Company's systems will amount to gross misconduct.

### **Internet Use**

Employees with access to the internet on Company-owned devices should use that access responsibly.

Personal use during working hours will be treated as misconduct. From time to time the Company may block access to sites which it considers inappropriate but whether or not a specific site has been blocked, employees must not use the internet to view

or download offensive or sexually explicit material. Any attempt to do so may, depending on the circumstances, amount to gross misconduct leading to dismissal.

Employees must not download any software, plugins or extensions on to Company-owned devices unless this is first cleared by an appropriate manager. Employees should also refrain from downloading music, video or any other entertainment content on any Company-owned device.

Firewalls and anti-virus software may be used to protect the Company's systems. These must not be disabled or switched off without express permission from management.

### **Email**

All email correspondence should be dealt with in the same professional and diligent manner as any other form of correspondence.

If you have a Company email account you should be mindful of the fact that any email that you send will be identifiable as coming from the Company. You should therefore take care not to send anything via email that may reflect badly on the Company. In particular, you must not send content of a sexual, racist or discriminatory nature, junk mail, chain letters, cartoons or jokes from any email address associated with work.

Using a Company/work email address to send inappropriate material, including content of a sexual, racist or discriminatory nature, is strictly prohibited and may amount to gross misconduct. Should you receive any offensive or inappropriate content via email you should inform a member of management of this as soon as possible so that they can ensure that it is removed from the system.

You should also take care that emails will be seen only by the person intended. Particular care should be taken when sending confidential information that the email has been correctly addressed, marked 'private' / 'confidential' and not copied in to those not authorised to see the information. Sending confidential information via email without proper authorisation or without taking sufficient care to ensure that it is properly protected will be treated as misconduct.

### **Privacy**

Monitoring of email usage takes place without notice. You should have no expectation of privacy in respect of personal and business use of email and the internet whilst at work.

Your email remains the property of the Company and therefore you should not use your Company email to send or receive any information that you regard as private. The Company may, in the course of its business, read emails that you have sent or received - although in the absence of evidence of wrongdoing the Company will try to avoid reading personal emails if possible.

## **2.9 Social Media**

An employee's behaviour on any social networking or other internet site must be consistent with the behaviour required of employees generally. Where it is possible for

users of a social media site to ascertain who you work for, then you should take particular care not to behave in a way which reflects badly on the Company.

Inappropriate or disparaging comments about the Company, colleagues or clients will be treated as misconduct. Because social media interactions can be copied and widely disseminated in a way that you may not be able to control, the Company will take a particularly serious view of any misconduct that occurs through the use of social media.

You must not operate a social media account or profile that purports to be operated on or on behalf of the Company without express permission to do so from your manager.

You should not attempt to access social networking sites, such as Facebook/Twitter or similar on Company computers. This includes during break times.

## **2.10 Telephones**

Employees are reminded that contact from friends and relatives during working hours, either by landline or mobile phone is only permitted in cases of extreme emergency and if working at a customer's premises only with their express permission.

Any personal calls should be kept short and no calls should be made to premium rate numbers or abroad.

Employees are required to show their respect for the customer's premises and workplace by having personal mobile phones turned off when carrying out their duties.

Calls and texts on personal mobile phones should wherever possible be restricted to formal rest breaks.

Employees are not permitted to record phone calls or face to face meetings without permission under any circumstances. Failure to adhere will result in disciplinary action.

## **2.11 Alcohol and Drugs**

The Company's approach to the consumption of alcohol, drugs and other substances (including legal highs) that have intoxicating and/or behaviour-altering effects or impair judgment (referred to in this policy as "other substances") is based on the need to ensure a safe and productive working environment. Because of the serious nature of the risks posed by the abuse of alcohol, drugs and other substances in the workplace, any breach of the rules in this area will be treated as gross misconduct which will usually result in dismissal.

An employee will be regarded as 'under the influence' of alcohol, drugs or other substances if their behaviour, speech, ability to concentrate or otherwise perform their duties is in any way affected. An employee will also be regarded as under the influence [including] if they fail [to provide or submit to] a drug, other substance or alcohol test. Employees working on Client sites will be expected to adhere to their testing rules for drugs, substances and alcohol and failure to co-operate may result in disciplinary action. For further information on our Drug and Alcohol Policy, please speak to the Health, Safety and Compliance Manager.

### **Dependency**

Employees who have a dependency on alcohol, drugs or other substances may be offered support and encouraged to seek appropriate counselling or medical help. Absence arising from treatment or counselling related to drug, alcohol or other substance abuse will be treated as sickness absence under the Company's absence management policy. However, while the Company will always try to be supportive toward employees with a drug, alcohol or other substance problem, this will not prevent

disciplinary action being taken when employees act in breach of the rules laid out in this policy.

Wherever an employee informs the Company that they have a drug, alcohol or other substance problem this will, as far as possible, be treated in the utmost confidence. However the Company may need to disclose particular circumstances to managers, regulatory authorities or others should this be necessary to ensure safety or compliance with legal requirements.

### **Drugs**

The consumption, storage, distribution or sale of illegal drugs or any other behaviour-altering and/or intoxicating substance, including legal highs, on Company premises or during working time is strictly prohibited. The Company will report any illegal activities to the police or other relevant authorities.

You must not present yourself for work under the influence of illegal drugs or any other substance taken for non-medical purposes.

### **Medicines and Prescription Drugs**

If you are taking prescription drugs or any other medicine that may affect your performance at work or your ability to carry out any of your duties, then you must inform your line manager of this so that steps can be taken to ensure that the work can be done safely. It is your responsibility, when beginning any course of medication, to check whether it may adversely affect your ability to work.

### **Alcohol**

Consumption of even a small amount of alcohol may be sufficient to adversely affect the work of an employee and could pose a risk to health and safety. Remember that alcohol remains in the bloodstream for up to 24 hours following consumption and that the consumption of a significant amount of alcohol in the evening may leave you unfit to work in the morning.

You must not present yourself for work under the influence of alcohol.

You must not consume any alcohol during working time, lunchtime or during any break unless this has been specifically authorised by your manager.

Where alcohol is available at Company organised events or occasions when you are representing the Company – even outside working hours - it is important to behave responsibly and not drink to excess. Behaviour that reflects badly on the Company will be a disciplinary matter and in serious cases may amount to gross misconduct.

## **2.12 Driving**

Where driving is required as part of your job, it is your responsibility to ensure that you are legally qualified to drive.

Licences will go through the Company inspection procedure which requires us to check individual licences once a year with the DVLA, or as otherwise requested. The Company will require you to share your driving licence information by supplying it with your driving licence number and a check code provided by the DVLA. If you receive any points on your licence you must inform the Company of this immediately.



If you use your own vehicle to drive on Company/work-related business, it is your responsibility to arrange to be insured for that business use. The Company may require you at any time/annually to allow a copy of your insurance and any MOT test certificate to be made and kept in our records.

You are responsible for any driving offences committed while driving as part of your duties, including any parking fines. Dangerous, careless, inconsiderate or aggressive driving as well as causing a risk to others can be damaging to the Company's reputation and can amount to gross misconduct. If you are banned from driving for any reason, the Company is not obliged to find alternative work for you and may choose to dismiss you if the ban renders you incapable of performing your duties as required.

**It is illegal to use your mobile phone whilst driving. This includes texting etc.**

Employees should **never** use their mobile phone whilst driving on Company business unless they do so on a properly installed hands-free system and traffic conditions mean that it is safe to do so. In most cases, it would be preferable to make any calls when the vehicle is stationary.

Any journey carried out on Company business must be scheduled in such a way as to allow adequate rest breaks – usually one break of 15 minutes for two hours of driving. Where possible, driving on Company business should be avoided either late at night or very early in the morning.

Safety is the Company's prime responsibility and you should not be required to compromise safety in any way when driving on Company business. If you are concerned about any driving requirements you may have, then you should discuss these with your line manager and appropriate arrangements will be made to ensure that any work-related journey can be completed safely.

**Company Vehicles**

If a Company vehicle is provided to you as part of your contract of employment or you are required to drive a Company vehicle as part of your job, it is your responsibility to take care of the vehicle, keeping it in a clean and roadworthy condition, including checking the oil/water levels are at the required levels. You should report any damage or fault immediately.

**Authorised drivers**

Authorised drivers are normally all employees of the Company who fit the following criteria:

- Hold a full driving licence.
- Have been given permission by the Company.
- Have given full details of any motoring convictions they may have or have had in the past three years to the Company.
- Have supplied a declaration, in writing, that they are fit to drive.
- Have agreed to reimburse the Company for the excess on each claim if negligent.

- Have agreed to report immediately to the Company any further motoring offences, including parking offences.
- Have agreed to report immediately any change to their medical condition, which may affect driving ability.

### **Dash Cam Accident Procedure**

Due to further investigation regarding the Dash Cam, the following procedure **MUST** be followed if a road accident occurs whilst driving the vehicle.

1. Follow the Morrisons Insurance Claims app at the scene of the accident
2. At the incident, report via telephone call to your Line Manager (**DO NOT leave the incident unless you have spoken to senior member of staff and received written instructions to do so**)
3. Arrange to meet your line manager within 30 minutes of the incident. **You MUST NOT** drive the vehicle unless told to do so for insurance purposes. If you are more than 30 minutes apart, pull over in a safe location, switch off your vehicle and wait for your line manager to arrive at your destination.
4. All Line Manager are to attend vehicles at the scene of the incident to recover all SD cards
5. SD cards are to be swapped and no vehicles are to be driven without a memory card, as this voids our insurance policy, which can result in disciplinary action.

**Line Managers are to hold 2x spare SD cards in their vehicles in case of emergency.**

## **Servicing and maintenance**

All vehicles must be serviced by main agents in accordance with the manufacturer's schedule. Only approved parts may be used. Most vehicles are covered by manufacturer's warranty and failure to comply with these requirements will invalidate this warranty.

In addition to the routine servicing of the vehicle both the inside and outside must be kept in a clean and presentable condition. The routine checking of lubricant levels and tyre pressure must be carried out on a weekly basis.

When work is required on the vehicle, it is your responsibility to ensure that before the work is begun, both you and the garage have obtained approval from the Company. Failure to obtain this prior approval may mean that you will have to pay for the work carried out and you may not be able to reclaim it from the Company.

## **Fuel**

Whilst it may seem an obvious statement to make it is your responsibility to ensure that only the correct type of fuel is used in the vehicle. Using the incorrect type of fuel, which causes significant damage to the vehicle, will be considered as possible gross misconduct. Any costs incurred may be deducted at the company's discretion.

If any oil is used as a top-up between services, be sure to use only approved makes and the correct grade for your vehicle.

## **Accident procedure**

In the event of an accident, whether it is your fault or not, and whether or not there is any damage to any vehicle, an incident report form, which can be obtained from Head Office, must be completed and forwarded within 24 hours to the Company.

At no time must ANY statement be made which may be taken as an admission of guilt (e.g. "sorry").

At the time of the accident you must ensure that you collect all relevant details from the other parties involved, including the name, number and force of any police officer attending the accident.

As soon as practicable after an accident, you must report it to the Company and give details of the condition of your vehicle. This must be followed up with a completed incident report form.

If the vehicle is leased you must obtain authority from the Company to contact the appropriate leasing company for permission to hire a replacement car.

If the Company owns the vehicle, you must obtain authority prior to hiring a replacement vehicle.

No repairs may be undertaken without the Company's Insurers prior approval.

Where the Company deems the accident contains an element of blame on your part it reserves the right, at its absolute discretion, to recover the insurance excess from you. Please refer to the Vehicle Policy & Procedures document provided upon vehicle handover.

## **Windscreen breakages**

In the event of a windscreen breakage you must have it replaced by the approved supplier. A list of depots and emergency numbers should always be carried in the vehicle. A 24-hour service is always available throughout the year so there should be no reason for not using this service.

Within 24 hours you must complete and return an accident report form giving full details, in accordance with the accident procedure.

### **Accessories**

No additional accessories may be fitted without written authority from the Company.

If such written authority is given, it is your responsibility to ensure that only approved accessories are fitted in a professional workmanlike manner in accordance with the vehicle manufacturer's recommendations. On return of the vehicle, accessories fitted at your request must either be left in situ or else damage arising from the fitting made good at your expense.

Any personal use of a Company vehicle, other than a vehicle provided for your exclusive use as part of your contract is at the sole discretion of the Company and must in any event be kept within reasonable limits. Your manager may at any time instruct you not to use – or to cease using - a Company vehicle for private purposes.

If you have possession of a Company vehicle overnight or at the weekend then you must ensure that it is securely parked in an appropriate location. In general, equipment or stock should not be left in a vehicle overnight. Where this is unavoidable then you must ensure that the vehicle is parked in a locked garage. If this is not possible then you should discuss appropriate parking and security arrangements with your line manager.

### **Tracking**

Some company vehicles are fitted with a tracking device, which may be used to verify locations, mileage, driving times and speeds. It is also used for locating stolen vehicles and as an added protection for lone drivers on unsocial hours. Any data obtained from the system may be used as evidence at a disciplinary hearing should the Company consider the information relevant.

### **Return of vehicle**

On termination of your employment you must return your company vehicle to our premises. It is an express term of your contract of employment that failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you.

## **2.13 Company Property**

You are not permitted to use Company property for any purpose other than its intended use. Company property must not be removed from the premises unless with prior approval.

## **Damage to Company Property**

Any damage to or loss of Company property must be immediately reported to your manager.

If, following an investigation, it is found that as a result of your carelessness, negligence or failure to comply with Company procedures, or by wilful act, the Company suffers loss or damage of cash, stock, fixtures and fittings or property (including vehicles), this will be construed as serious breach of the rules, which could result in your summary dismissal on grounds of gross misconduct.

You may also be liable to pay the full, or part, cost of making good the Company's loss in respect of cash, stock, fixtures and fittings, or property (including vehicles).

In the event that the Company makes a claim to its insurers, for repair or replacement, or other losses incurred, it reserves the right to require you to pay any insurance excess that may accrue.

It is an express term of your contract of employment that if Company property is damaged, lost or stolen through your negligence or fault, then the Company may deduct the cost of repair or replacement from your salary.

Before any decision is made to deduct, the matter will be fully investigated and you will be given an opportunity to state your case and appeal any decision.

## **Return of Company Property**

Upon termination of employment for whatever reason, you must return to the Company all property belonging to the Company including Company vehicle, computer, equipment, , keys, , records, documents, , within your possession or control belonging or relating to the affairs and business of the Company and its customers.

The Company may deduct the cost of replacement of any items not returned, or repair of items that are returned damaged, on termination of your employment from your salary or any monies owed to you.

## **Employees' Property**

The Company does not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises, and in particular, not to leave any items overnight.

Any loss or theft of items must be reported to your manager.

## **Lost Property**

If you find any items of lost property they should be handed to your immediate Manager, who will retain the items for three weeks. The property will either be handed over to the police or disposed of accordingly.

## **2.14 General**

### **Statements to the Media**

Any statements to reporters from newspapers, radio, television etc. in relation to our business will be given only by Management.

### **Parking**

The Company does not provide any car parking facilities. It is your responsibility to ensure that your vehicle is parked in a safe area.

### **Food and drink facilities**

These facilities are provided for the convenience of all employees. Please ensure that all facilities are left in a clean and tidy condition after use. Care must be taken when using hot/electrical equipment and all health and safety rules concerning their use should be adhered to.

Please note that for health and safety reasons portable electrical appliances must not be brought onto Company premises.

### **Site working**

When working on a Company customer's site you are required to follow the customer's own site rules and procedures. There is no obligation on our customers to make their site services and facilities available to our employees.

# 3

## ABSENCE

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*This section sets out the approach the Company takes when you are unable to attend work, are taking annual leave or need time off.*

### 3.1 Unauthorised Absence

Employees who deliberately fail to attend work without proper excuse or in breach of management instructions will be committing gross misconduct which could result in dismissal without notice or payment in lieu.

### 3.2 Medical Appointments

In general, appointments to see a GP, dentist or optician should be made for outside working hours. Paid leave will not normally be granted for non-emergency visits.

The Company appreciates that it is not always possible to avoid appointments during the working day and will judge each case individually in deciding whether any paid time off should be granted. In most cases, employees will be required either to use part of their annual holiday entitlement or to make up any lost time.

Employees who have a medical condition which will require regular appointments during the working day should discuss their situation with their manager so that appropriate arrangements can be made.

You may be required to provide evidence of any appointment for which time off is needed.

### 3.3 Ante-natal Care/Adoption Appointments

#### Pregnancy Related Appointments

Employees who are pregnant are entitled to paid-time off to attend ante-natal appointments provided that attendance is based on medical advice. For second and subsequent appointments you may be required to produce an appointment card or similar evidence of the date and time of the appointment.

While there is no limit on the number of appointments that an employee can attend, the Company does have the right to refuse time off where it is reasonable to do so. Employees are therefore expected to take reasonable steps to arrange antenatal appointments at a time that will require the minimum amount of time off. Part-time workers should attempt to arrange appointments for days when they are not required to work and all employees should try to avoid appointments in the middle of the working day in order to minimise disruption.

If your partner is pregnant, you are entitled to unpaid time off for up to two antenatal appointments. If you wish to exercise this right you should notify your manager of the date and time of the appointment. You may be asked to provide written evidence that an appropriate appointment has in fact been made.

## **Adoption Appointments**

Employees who are adopting on their own, or have elected to be the primary adopter may take paid time off to attend up to five adoption appointments in certain circumstances.

If you are the partner of the primary adopter, you may take unpaid time off on up to two occasions to attend an adoption appointment.

## **3.4 Sickness Absence**

Regular and reliable attendance at work is an important commitment that the Company asks all employees to make. Unjustified or excessive absence can put unfair pressure on colleagues and seriously damage the Company's business, to everybody's detriment.

Nevertheless the Company will always try to be supportive when an employee is genuinely too ill to attend work. This policy sets out the Company's approach and the steps that you need to take if you are off sick.

### **Reporting Sickness Absence**

If you are too ill to come into work you should personally inform your line manager of this fact as soon as possible and in any event by no later than before your start time. When you phone in sick you must make every effort to speak to your manager directly. Do not simply leave a message with a colleague or send an email or text. If you need to leave a message for your manager then they may contact you during the day to discuss your absence with you.

It is important that you keep in touch with your manager about the likely length of your absence so that appropriate arrangements can be made for cover and you should phone in sick on every day of your absence unless either you have previously informed your manager that you will be off sick for a particular period of time or your absence is certified by a GP 'Fit Note' (Form Med 3).

Hangovers are not regarded as legitimate reasons to take sickness absence. Absence by reason of hangovers will be regarded as a disciplinary offence which may result in dismissal without notice or payment in lieu. You should also be aware of the rules governing the consumption of alcohol set out in the Alcohol and Drugs Policy.

The Company requires any absence of more than a week to be certified by a 'Fit Note' (Forms Med 3 or Med 10). Uncertified absence may be treated as misconduct and will not be paid.

Where any period of sickness absence occurs immediately before or immediately after a period of annual leave then the Company may require such absence to be certified by a GP at your own expense.

Where you are absent for an extended period of time (three weeks or more) the Company may refer you to an occupational health professional or seek a medical report from your GP. The purpose of this will be to ascertain when you are likely to be able to return to work and to identify any measures that can be taken to help you return as soon as possible.



Employees who are off sick should not undertake any activities likely to be detrimental to their recovery and should cooperate with the appropriate medical professionals in taking steps to ensure that their recovery is as swift as possible.

The Company will maintain regular contact with employees who are off sick for an extended period.

### **Annual Leave and Sickness Absence**

Employees may request annual leave during any period of sickness absence in the normal way. If you intend to spend any time away from home during your sickness absence you should inform your manager of this fact in advance and provide contact details. The Company does not expect employees to take holidays while off sick. In exceptional cases only, where this may assist in an employee's recovery, the Company may agree to holidays being taken during sick leave. It is essential however that any such holidays are agreed in advance with the Company following the normal holiday request procedure.

### **Phased Return to Work**

As an employee recovers from illness or injury it may be possible for them to undertake a limited range of duties as a preparation for returning to normal work. The Company will try whenever appropriate in light of medical advice to allow for a phased return to work from any long-term illness. This may involve reducing the employee's hours, or the scope of their duties or both. The purpose of a phased return, however, is to provide a bridge between sickness absence and normal working and so any such arrangements will be time-limited and will not normally extend over more than three months.

### **Alternative Work**

The Company may consider agreeing changes to an employee's duties or other working arrangements when it becomes clear that due to sickness or injury they will not be able to return to normal working. Any such changes will be subject to the needs of the business and there is no guarantee that permanent arrangements of this sort will be possible.

Where duties or working hours are varied in this way then the job being done by the employee will need to be reassessed to determine the appropriate level of remuneration. This will then need to be agreed with the employee. If an agreement is not reached then the Company may proceed to dismiss the employee in accordance with the procedure for long-term sickness absence.

### **Disability and Reasonable Adjustments**

The Company is committed to making reasonable adjustments to an employee's duties or working arrangements where they would otherwise suffer a disadvantage arising from any disability.

In order to make appropriate adjustments the Company needs to know about any disability the employee may have. Employees who feel that they may require an adjustment should discuss their situation with their line manager. Any such discussions will be in the strictest confidence although when an adjustment is made it may be necessary to inform other employees of the reason for this. The extent to which details of any disability will be discussed with other employees will be agreed as part of the process of making the adjustment itself.

The purpose of any adjustment will be to ensure that the employee can work effectively in an appropriate role and on appropriate terms and conditions. The Company is not obliged to maintain an employee's level of pay if hours are reduced or the employee is moved to a less senior role as a result of any adjustment. Nor will the Company agree to an adjustment which will not result in a commercially practicable working arrangement.

### **Statutory Sick Pay**

If you are sick the Company will pay you Statutory Sick Pay (SSP), if you are eligible. Further details of this are contained within your contract of employment.

## **3.5 Jury Service/Other Time Off**

There are a number of circumstances in which employees have a right to time off from work either with or without pay. These include jury service and certain public duties such as serving as a local councillor, magistrate or school governor. Where a need for such time off arises you should discuss the matter with your line manager who will consider what arrangements should be put in place.

While the Company will do its best to accommodate time off in these circumstances, the requirements of an employee's role may mean that the amount of time off granted may be limited.

Where serving on a jury would lead to a level of absence that would be detrimental to the business, the Company may require you to seek a deferment.

## **3.6 Compassionate/Bereavement Leave**

In the event an employee suffers a bereavement in their family, the Company will exercise its discretion to allow reasonable time off to attend a funeral. What is reasonable will be determined on a case by case basis and the type of leave, whether paid or unpaid, will depend on the circumstances and the relationship the employee had with the individual.

In addition, there may be occasions where it may be necessary for an employee to take compassionate leave. Again, this will be considered on a case by case basis and dependant on circumstances, may be paid or unpaid.

An employee will not be eligible to receive paid bereavement or compassionate time-off benefits while off, or absent from work because of holiday, sickness (paid or unpaid) or for any other reason.

## **3.7 Emergency Time Off for Dependants**

The Company recognises that situations arise where you need to take time off work to deal with an emergency involving someone who depends on you. Your husband, wife or partner, child or parent, or someone living with you as part of your family can all be considered as depending on you. Others who rely solely on you for help in an emergency may also qualify. For further detail as to who counts as depending on you and guidance on individual circumstances, please speak to your Manager.

Provided the reasons for such a request are genuine and you inform the Company as soon as possible that you need this time off, you will be allowed reasonable unpaid time off work to deal with such emergencies.

The right to time off only covers emergencies. If you know in advance that you are going to need time off, you will not qualify for this type of leave and you therefore should arrange this with the Company by taking another form of leave, such as annual leave, parental leave etc.

If an emergency occurs and it is not possible for you to inform your manager in advance of any absence you should contact your manager as soon as possible to inform them of the situation. Appropriate arrangements may then be put in place.

If you suffer some other personal emergency you should talk to your line manager who will discuss what arrangements can be made to grant you compassionate leave. These arrangements will always be at the discretion of the Company and will depend on the circumstances of the case and the impact that any absence on your part may have on the business. However, the Company will be sympathetic to your need for time off (which may be paid or unpaid at our discretion) to deal with the situation and make any arrangements that may be necessary.

### **3.8 Annual Leave**

Your individual holiday entitlement, including the calculation of any holiday pay, is set out in your contract of employment. This section of the handbook outlines the general approach taken by the Company to requests for annual leave.

All annual leave must be agreed in advance with your line manager. In order to submit a request for holidays, you should complete the relevant form and have the holiday authorised by your Line Manager. Holidays exceeding 2 weeks must be signed off by a Board Director.

You should not make firm travel plans or commitments until a request for leave has been granted and the Company will not take such plans into account when dealing with conflicting holiday requests.

Further, no more than two consecutive weeks' holiday can be taken at one time. In certain circumstances, and at the discretion of the business, a longer period may be permitted. If this is required, you should discuss this with your line manager, to establish whether this can be accommodated.

#### **What notice do I need to give?**

The amount of notice required is four weeks except for single days, when one week's notice is normally required. The means of requesting leave may change from time to time and you should comply with whatever procedure is in place at the time of the request.

Your manager may refuse any request for leave if it would result in the workplace being understaffed or otherwise prejudice the business. Leave is likely to be refused if it is requested for a particularly busy period or a time when other employees have already had leave approved.

Certain times of year are particularly popular times for requesting holiday. Generally, subject to the needs of the business, leave will be granted on a first come first served basis, but exceptions may be made in the interests of ensuring that holiday is spread through the year on a fair and equitable basis.

## **Our Holiday Year**

All employees are encouraged to take their full holiday entitlement during the holiday year which runs from 01 January to 31 December. However it is your responsibility to schedule your holiday so that it can be taken at an appropriate time.

Employees will not usually be permitted to carry over holiday entitlement into the following holiday year.

In certain circumstances, at the Company's discretion and subject to certain rules, the carrying over of a proportion of annual leave may be allowed.

Employees who leave their employment during the course of a holiday year will be entitled to a pro-rata payment reflecting leave accrued but not taken. Where an employee has, at the time their employment ends, taken a larger proportion of their leave entitlement than the proportion of the holiday year that has expired, then a deduction will be made from the final payment of salary to reflect the holiday which has been taken but not accrued.

The Company may insist on annual leave being taken at particular times depending on the needs of the business and these are set out in your contract of employment. We will give reasonable notice of any such requirement (the length of the notice given will be at least twice the duration of the leave the Company requires the employee to take).

Employees working at customer sites are required to take holidays at the same time, as these Company's operate "shutdown" periods, to ensure continuity of service during operational periods.

The Company may require annual leave to be taken during the notice period of any employee who has resigned or been dismissed.

## **3.9 Reserve Forces**

The Company supports employees who are also member of the reserve forces. Such employees have specific entitlements relating to time off including arrangements for them returning to work after a period of deployment. Employees who are members of the reserve forces or who are considering joining should discuss the implications with their line manager.

# 4

## FLEXIBLE WORKING AND FAMILY RELATED LEAVE

***The Company understands the particular issues faced by employees trying to balance their work and family life. This section sets out the Company's policies in this area and the specific rights given to new parents.***

### 4.1 Flexible Working

The Company will try, subject to the needs of the business, to accommodate requests from employees who wish to make changes to their working hours or place of work.

Requests for a change in working arrangements can be made by any employee with at least 26 weeks' continuous service with the Company at the time the request is made. The request should:

1. be made in writing;
2. set out the change requested; and
3. describe the impact that the change will have on the operation of the business and how any difficulties caused by the change may be addressed.

When a request is received, the employee will be invited to a meeting to discuss the potential change.

The meeting will normally be conducted by the employee's line manager.

The employee will be entitled to be accompanied by a fellow employee to assist in making any representations that may be appropriate.

The application may be refused on one or more of several grounds, these being that the proposed changes will result in:

- a burden of additional cost;
- a detrimental effect on ability to meet customer demand;
- an inability to re-organise work among existing staff;
- an inability to recruit additional staff;
- a detrimental effect on quality;
- a detrimental effect on performance;
- an insufficiency of work during the periods you propose to work;
- a planned structural change; and
- any other ground allowed by regulations.

In refusing any request the Company will explain the reasons for the refusal in writing and may make an offer of an alternative arrangement. Discussions may then take place to try to agree a way forward. If no agreement is reached then the employee's

terms and conditions will remain unchanged, subject to the right of the employee to appeal the decision.

Any meetings should take place in a spirit of cooperation with both sides seeking to reach agreement on an appropriate way forward.

Any change in working arrangements which results from this process will be confirmed to you in writing.

This policy will not prevent managers agreeing to ad hoc arrangements from time to time. However, any such arrangement will not amount to a variation in your terms and conditions of employment unless specifically agreed to the contrary and confirmed in writing. The Company may terminate any such ad hoc agreement at any time and require you to revert to your agreed working arrangements.

As there will inevitably be a limit to the amount of flexibility the Company can tolerate without detriment to its interests, employees must accept that the fact that a particular working arrangement has been granted to one employee does not oblige the Company to grant it to another.

## 4.2 Maternity Leave

All employees who give birth are entitled to take maternity leave which lasts for a maximum of 52 weeks. Employees with at least six months' service will also be entitled to be paid Statutory Maternity pay (SMP) for up to 39 weeks of their absence. Because this is a statutory payment there are a number of procedural requirements that must be met in order to make sure that an employee qualifies. The most important requirements are set out below, but if you have any doubts about the rules that apply you should speak to a member of the management team who will make sure that you have all the appropriate information.

### Notification

To qualify for maternity leave you must provide the Company, no later than the end of the 15th week before your EWC (when you are approximately 6 months' pregnant) with the following information:

1. that you are pregnant;
2. the date of the week your baby is due (your expected week of childbirth or EWC);
3. when you intend your maternity leave to start (this date can be changed later – see below); and
4. you must also provide the Company with the original Maternity Certificate (MAT B1) issued by your doctor.

In some circumstances the Company may be able to accept other medical evidence of when your baby is due, so if there is any difficulty in providing the MATB1 certificate you should discuss this with your manager.

If you intend to take advantage of the right to shared parental leave, you should inform the Company of this fact at the same time as you notify the intended start date of your leave.

## **Start of Maternity Leave**

Generally it is up to you to decide when to start your maternity leave. However, your leave cannot begin any earlier than the beginning of the 11th week before your EWC.

Where it is safe to do so, you may choose to continue working right up to your child's birth. However, your maternity leave will begin automatically if you are off sick for a pregnancy-related reason at any stage in the four weeks immediately before your EWC.

If your baby is born before the date that you have notified as the start date for your maternity leave then your maternity leave will begin on the day following the birth.

You may change the date on which you intend to start your maternity leave, but you must notify the Company of your new start date at least 28 days before the original date given (or the new date, if that is sooner). If there is a reason why you cannot give this notice then you should explain the situation to an appropriate manager and the Company will attempt to accommodate your changed circumstances. However, the Company may need to insist on delaying the start of your leave until at least 28 days have passed since your notification of a changed date.

When your baby is born you should inform the Company of this fact as soon as is reasonable practicable.

## **Duration of Maternity Leave**

The standard length of maternity leave is 52 weeks. Once you indicate the intended start date of your leave, the Company will send you a written notification of your expected date of return.

Unless you give due notice to the Company of an earlier date of return, it will be assumed that you intend to take your full 52-week entitlement and you will not be expected back at work before your leave ends. You do not then have to give any notice of your return although it would be sensible to contact your manager some time in advance to discuss any arrangements that may need to be made.

At the end of your maternity leave you are generally entitled to return to the same job as you had before your leave began. If you are away for more than 26 weeks, however, there may be circumstances in which that is not reasonably practicable. In that case, the Company will provide you with a suitable and appropriate role at the same level of seniority and on no-less favourable terms and conditions.

## **Dismissal or Resignation**

While on maternity leave you remain employed by the Company and bound by your contract of employment. If you decide that you want to leave your employment you will need to submit your resignation in the normal way.

The Company will not dismiss you for any reason related to your pregnancy or your exercise of any right which arises from it. However, if separate circumstances require your dismissal (for instance, because of redundancy) then that will bring your maternity leave to an end.

If your position becomes redundant during your maternity leave then you will be offered any suitable alternative work that is available.

Statutory Maternity Pay (SMP) is paid to employees who have at least 26 weeks' service immediately before the 15th week before the expected week of childbirth and whose pay is above the Lower Earnings Limit for paying National Insurance Contributions (this changes each year). Employees who earn below that amount may be entitled to a state benefit called Maternity Allowance. The Company will provide you with an appropriate form to help you claim this, where appropriate.

To pay SMP, the Company needs to be given at least 28 days' notice that you intend to claim it. This will normally be given when you inform the Company of your intended start date for maternity leave. If it is not possible to give 28 days' notice, you should give as much notice as is reasonably practicable.

SMP is paid for a maximum total of 39 weeks. The first 6 weeks are paid at 90 per cent of your normal weekly earnings (this is based on an average of your total earnings in the eight weeks immediately preceding the 14<sup>th</sup> week before your expected week of childbirth) and the remaining 33 weeks are paid at a flat rate specified in legislation (this changes each year).

Your entitlement to SMP will be affected if you undertake any paid work (other than 'Keeping in Touch' days, described below) or are taken into legal custody at any time during your period of SMP entitlement. You should inform the Company immediately of any such change in your circumstances.

### **Returning to Work Early**

Not every employee will want to take the full 52 weeks of maternity leave. Some may simply want to return to work early and others may wish (with their partner) to take advantage of the right to shared parental leave (see below).

In order to make arrangements to accommodate an early return the Company is entitled to ask for 8 weeks' notice of the new date, and if that is not given may delay your return until 8 weeks have passed since your notification.

In any event the law requires that you must not be permitted to return to work during the two weeks immediately following the birth.

### **Returning to Work Late**

Following your maternity leave, you are required to return to work on the date notified to you as your expected date of return. If you are unwell on that date then you should follow the sickness absence procedure set out in Section 5.2 of this handbook.

If you are entitled to begin some other period of leave (such as annual leave or parental leave) then you should ensure that you have followed the appropriate procedure for taking such leave as set out in this handbook.

### **Maternity Suspension (Health and Safety Reasons)**

Depending on the nature of your job, there may be circumstances in which it is unsafe for you to continue working while you are pregnant. In some circumstances the law requires a pregnant employee to be suspended on full pay or transferred to alternative duties. Jobs which may come under this category are identified in the risk assessments that the Company has carried out under its health and safety policy. If you are affected by any health and safety issues connected with your pregnancy then the Company will



discuss any detailed arrangements that need to be made until it is safe for you to return to your original duties.

### **4.3 Adoption Leave**

Employees who are matched with a child for adoption may be entitled to take up to 52 weeks' adoption leave.

Adoption leave is also available to individuals fostering a child under the "Fostering for Adoption" scheme.

Where two parents are adopting a child, only one of them may take adoption leave, and the other (whether a man or woman) is entitled to take paternity leave. If both adoptive parents qualify, they may each take shared parental leave.

The arrangements for taking adoption leave are similar to the arrangements for taking maternity leave, but there are several important differences. The key ones are set out below, but if you believe you are entitled to adoption leave you should discuss the situation with an appropriate manager who will ensure that you have all the necessary information.

#### **Notification**

If you intend to take adoption leave you should notify the Company of this within seven days of being notified that you have been matched with a child for adoption (or as soon as is reasonably practicable).

Your notification should set out:

- the date when the child is expected to be placed with you; and
- the date when you want to start your adoption leave.

As with maternity leave, you can change your mind about the start date provided the Company is given at least 28 days – or as much notice as is reasonably practicable.

The Company is entitled to require proof of the adoption which usually takes the form of a matching certificate provided by the agency placing the child.

Adoption leave is the same in duration as that of maternity leave and will last for 52 weeks unless you choose to return early or take advantage of shared parental leave. You may choose to start the leave from the date when the child is placed with you or at any time in the preceding two weeks.

If, for any reason, the placement is brought to an end – for example because the match turns out to be unsuitable – then adoption leave will continue for 8 weeks beyond the end of the placement. After that period you will be expected to return to work as normal.

#### **Adoption Pay**

The arrangements for statutory adoption pay are similar to those for SMP (set out above).

## **Returning to Work Following Adoption Leave**

Your return to work at the end of your adoption leave is on the same basis as for the end of maternity leave (set out above).

## **4.4 Paternity Leave**

Employees with 26 weeks' continuous service will be entitled to take paternity leave if they expect to have parental responsibility for a child and they are either the mother's partner or one of the adoptive parents. The purpose of the leave must be either to care for the child or to provide support for the child's mother or adoptive parent.

There are a number of administrative requirements that must be met in relation to taking paternity leave and employees should discuss their plans with their line manager at as early a stage as possible. The following paragraphs set out the basic requirements, but there are additional requirements that must be met when adopting a child from overseas and employees in this position should talk to their manager who will make sure that full information is provided.

Employees entitled to take paternity leave are entitled to take either one or two weeks of leave. If two weeks are taken they must be consecutive and no individual days can be taken except with the agreement of the Company.

Paternity leave cannot start before a child is born and must be taken at some stage within the first eight weeks following birth (except when the child is born prematurely in which case the leave must be taken within the eight weeks following the expected week of childbirth).

Most new parents choose to begin paternity leave on the date their child is born, but you may if you wish begin the leave at any time you choose provided that the whole of the leave is taken by the end of those eight weeks.

In order to qualify for paternity leave you must notify the Company at least 15 weeks before the expected week of your child's birth or within 7 days of having been notified that a child will be placed for adoption. Your notification should specify how much leave you intend to take and when you intend the leave to begin. Should your plans change, you will need to give the Company 28 days' notice of any revision.

Paternity leave is payable at the statutory rate, which is subject to change every year. You can check the most up-to-date figure with your line manager.

## **4.5 Parental Leave**

Parental leave is a flexible form of unpaid leave designed to help employees spend time caring for their children. Parental leave can be taken up until the child's 18th birthday and is available to employees who have at least one year's service and who have formal parental responsibility for a child.

The basic entitlement is to 18 weeks of unpaid leave in respect of each child.

Parental leave must usually be taken in blocks of one week or more and no more than four weeks' leave will be granted in a single year. However, more flexibility is available in respect of disabled children and you should discuss your requirements with your line manager if this applies to you.

A request to take parental leave should be submitted 21 days in advance. While the Company will always try to accommodate requests for parental leave, it has the right to postpone any leave for up to six months in order to accommodate business need.

No postponement will be required if you choose to take your first instalment of leave immediately after the birth or adoption of your child. In such circumstances you need only inform the Company of your intention 21 days before the expected date of birth or placement. The leave will then begin automatically when your child is born or placed with you.

Parental leave is an entitlement that can be transferred from one employment to another. You may therefore join the Company with some outstanding parental leave attaching to a particular child. In such circumstances you should be aware that the qualifying period for taking parental leave still applies and you will need to have been employed for at least one year before you can resume taking parental leave.

## **4.6 Shared Parental Leave**

Shared parental leave is a flexible form of leave available to both parents designed to encourage shared parenting in the first year of a child's life. It allows a more flexible pattern of leave than the traditional arrangement under which the mother takes extensive maternity leave and the father takes a short period of paternity leave.

Employees who give birth or adopt remain entitled to take the full 52 weeks of leave if they choose to do so and the arrangements described above for maternity and adoption leave continue to apply. However, an employee may choose to share part of that leave with their partner provided that certain qualifying conditions are met. When leave is shared in this way, there is no need for the 'primary' leave taker to have returned to work. Both parents can be on leave at the same time, provided that the combined amount of leave taken by the parents does not exceed 52 weeks and provided that all of the leave is taken before the end of 52 weeks following the birth of the child or its placement for adoption.

Generally, parents will qualify for shared parental leave provided that both are working and that each has at least 26 weeks' service with their respective employers. To exercise the right, both parents must inform their employer that they intend to take shared parental leave – usually at the same time as the employer is notified that an employee is pregnant or plans to adopt. They must also give an indication of the pattern of leave that they propose to take.

A parent proposing to take a period of shared parental leave must give the Company 8 weeks' notice of any such leave. Depending on the circumstances, it may be possible for the Shared Parental Leave to be taken in intermittent blocks, with one parent returning to work for a time before taking another period of shared parental leave. Such an arrangement can only be made with the agreement of the Company. While every effort will be made to accommodate the needs of individual employees, the Company may insist on shared parental leave being taken in a single instalment. Any decision as to whether to permit intermittent periods of leave is entirely at the Company's discretion.

An employee absent on shared parental leave will be entitled to a weekly payment equivalent to the lower fixed rate of SMP. The number of weeks for which payment will be made will vary depending on the amount of SMP paid to the mother while on maternity leave. Essentially, if the mother ends (or proposes to end) her leave with 10

weeks of SMP entitlement remaining, the parent taking shared parental leave will be entitled to be paid for the first 10 weeks of leave.

Because of the number of options available, shared parental leave can be quite a complicated entitlement. If you want to take advantage of shared parental leave you should discuss this with your line manager who will check that you qualify and help guide you through the procedure.

#### **4.7 Keeping in Touch Days**

Employees during a period of maternity, adoption or shared parental leave are entitled to 10 keeping in touch days (KIT days). These allow the employee to attend work to catch up on the latest developments, undergo training or some other development activity, or to take part in important meetings without losing their right to subsequent pay entitlements. Employees on shared parental leave are entitled to a further 20 KIT days.

These 'keeping in touch days' are entirely voluntary and employees will not be required to take part, nor is the Company under any obligation to arrange for keeping in touch days.

Any payment for attending work on such days will be agreed between the Company and the employee at the time the keeping in touch day is arranged.

There is no legal requirement to receive pay for these days.

#### **4.8 During Maternity/Adoption or Shared Parental Leave**

The Company is keen to keep in touch with employees who are on extended periods of leave, to inform them of any news and consult them over any changes which may take place in the business. However, we appreciate that many employees would prefer to be left alone at this very important time in their lives. In order to get the balance right, your manager may, before your leave begins, discuss with you how best we can keep in touch while you are away.

Please be aware, however, that if an important issue arises on which you need to be consulted, the Company may have a legal obligation to discuss the issue with you and keep you informed.

# 5

## HOW WE RESOLVE ISSUES

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*When problems arise in the employment relationship it is important that they are dealt with fairly and promptly. This section sets out the procedures that the Company will follow in such cases.*

### 5.1 Performance Improvement Procedure

It is in everybody's interest for employees to perform well at their jobs and the Company aims to ensure that all employees are given the support needed to ensure that they do so. Where there are issues with performance then the employee should receive feedback from their manager setting out any concerns. Discussions should take place about how that performance can be improved. This procedure is designed to be used when such informal discussions do not lead to the employee's performance improving to an acceptable level.

Where an employee's poor performance is believed to be the result of deliberate neglect, or where serious errors have been made to the detriment of the Company then it may be more appropriate to use the disciplinary procedure. Which procedure to use shall be at the discretion of the Company.

The Company also reserves the right not to follow this procedure in full for employees who are within their first two years of employment with the Company.

#### **The Right to be Accompanied**

Employees are entitled to be accompanied at any meeting held under this procedure by a fellow employee or trade union official of their choice. The Company will provide any chosen companions with appropriate paid time off to allow them to attend the meeting. It is, however, up to the employee in question to arrange for a companion to attend the meeting.

If your chosen companion cannot attend on the day scheduled for the meeting then the Company will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place.

The Companion's role is to advise you during the meeting and make representations on your behalf. However, both you and your companion are required to cooperate in ensuring a fair and efficient meeting. The companion is not entitled to answer questions on your behalf.

#### **Stage One**

The employee's manager will inform them of the nature of the problem and confirm this in writing. The employee will be invited to a meeting to discuss the issues raised by the manager's concerns. The meeting will be conducted by the employee's line manager and will consider any representations the employee may make about their

performance, whether it needs to be improved, and if so what steps can be taken to help the employee reach the appropriate level.

Following discussion of the problem, the line manager may choose to take no further action; to refer the matter for investigation under the disciplinary procedure or to issue a formal Performance Improvement Plan.

### **Performance Improvement Plan**

A Performance Improvement Plan (PIP) is a series of measures designed to help improve the employee's performance. Each measure will ideally be agreed with the employee, though the Company reserves the right to insist on any aspect of the PIP in the absence of such agreement.

Each PIP will be tailored to the particular situation, but will contain the following elements:

**Timescale:** the overall timescale in which the necessary improvement must be achieved will be set out, together with the timescale for reaching individual milestones where appropriate.

**Targets:** The PIP will specify the particular areas in which improvement is needed and set out how and on what criteria the employee's performance will be assessed. Where appropriate, specific targets will be set which will need to be achieved either by the end of the plan or at identifiable stages within it.

**Measures:** The PIP will specify what measures will be taken by the Company to support the employee in improving their performance. Such measures may include training, additional supervision, the reallocation of other duties, or the provision of additional support from colleagues.

**Feedback:** As part of the PIP the employee will be given regular feedback from their line manager indicating the extent to which the employee is on track to deliver the improvements set out in the plan

If at any stage the Company feels that the PIP is not progressing in a satisfactory way, a further meeting may be held with the employee to discuss the issue. As a result of such a meeting the employer may amend or extend any part of the plan.

### **Review**

At the end of the PIP the employee's performance will be reviewed. If satisfactory progress has been made the employee will be notified of this fact in writing. If the manager feels that progress has been insufficient then they may decide to extend and/or amend the PIP to such extent as seems appropriate. Alternatively the manager may refer the matter to a meeting under Stage Two of this procedure.

Following the successful completion of a PIP the employee's performance will continue to be monitored. If at any stage in the following 12 months, the employee's performance again starts to fall short of an acceptable standard, their line manager may decide to institute stage two of this procedure.

### **Stage Two**

If a PIP has not led to sufficient improvement in the employee's performance, the employee will be invited to attend a formal performance management hearing. The

invitation will set out the respects in which the line manager believes that the employee's performance still falls short of an acceptable standard.

The hearing will be conducted by a member of the senior management team.

At the hearing, the employee will be given an opportunity to respond to any criticism of their performance and to make representations about any aspect of the way in which the process has been managed.

If the hearing concludes that reasonable steps have been taken which should have allowed the employee to perform to an acceptable standard but that these measures have not worked then a **formal final warning** may be issued. The warning will explain the nature of the improvement which is required in the employee's performance and state that the improvement must be immediate and sustained. It will also explain that if this improvement does not take place then the employee may be dismissed. Where it is appropriate, the warning may be accompanied by an extended or revised PIP.

The warning will remain current for a period of 12 months, after which time it will cease to have effect.

### **Stage Three**

If an employee has been issued with a warning under Stage Two which remains current, and the appropriate manager believes that the employee's performance is still not acceptable then the matter may be referred to a further performance management hearing.

The employee will be informed in writing of the grounds of which the hearing is being convened and in particular will be told of the respects in which their performance continues to fall below an acceptable standard.

The hearing will be conducted by an appropriate manager.

At the meeting the employee will be able to respond to any criticisms made of their performance and make representations about how the situation should be treated.

The manager conducting the meeting may take such action as is judged appropriate up to and including a decision to dismiss the employee.

Any dismissal under this procedure will be with notice or payment in lieu of notice and the decision to dismiss together with the reasons for dismissal will be set out in writing and sent to the employee.

### **Appeals**

An employee may appeal against any decision taken under this procedure. The appeal should be submitted in writing within one week of the action complained of. An appeal hearing will then be convened to consider the matter. Any PIP that is in force, together with any measures or objectives included within it, will continue in place during the appeal process.

The outcome of the appeal will be confirmed to the employee in writing explaining the grounds of which the decision was reached. The outcome of the appeal will be final.

## **Redeployment**

There may be circumstances in which it becomes clear that an employee would be better suited to a different role within the Company. However, any offer to redeploy the employee will be entirely at the Company's discretion and will only be made when the Company is confident that the employee will be able to perform well in the redeployed role and where there is a suitable available vacancy.

Redeployment may be offered as an alternative to dismissal where the Company is satisfied that the employee should no longer be allowed to continue to work in their current role. While the employee is free to refuse any offer of redeployment, the only alternative available in these circumstances will usually be dismissal.

## **5.2 Sickness Absence Procedure**

The Company may need to dismiss an employee whose attendance does not meet an acceptable standard either because of a long-term absence or because of a series of short-term absences. Such dismissals do not depend on any wrongdoing on the employee's part and do not mean that the Company does not accept that their absences are genuinely due to illness or injury. Rather, dismissal is recognition that unfortunately the employee is no longer able to perform their role, or attend work on a sufficiently regular basis to make their continued employment a viable option.

### **Short-term Absence**

An employee who the Company considers to have an excessive sickness absence record will be spoken to informally and usually have specific attendance targets set and be advised if these are breached, they will be invited to a meeting to discuss their attendance. The meeting will usually be conducted by the employee's line manager and the employee will have a right to be accompanied by a fellow employee or a trade union official on the same basis as set out in the performance management procedure.

At the meeting the employee will be asked to explain the level of their absence. Where there is any indication that the absences are caused by an underlying medical condition then the matter may be dealt with under the procedure for long-term absences set out below. The Company may also seek medical evidence from either the employee's doctor or an occupational health specialist in which case the meeting will be adjourned for a report to be obtained

Subject to any medical evidence, the manager conducting this first-stage meeting may decide to issue a warning to the employee setting out the Company's expectations regarding attendance and indicating the level of improvement needed. A review period will normally be set which may range from one month to 12 months depending on the circumstances.

If the employee's attendance does not improve to the extent required they may at any stage in the review period be invited to attend a second-stage meeting to discuss the matter. The meeting will again be conducted by the line manager and the employee will be entitled to be accompanied by a fellow employee or trade union official. This meeting may result in an extension of the review period or the issuing of a final written warning requiring the employee's attendance to improve and setting out the level of improvement required over a specified period of up to one year.

If the employee does not meet this standard and there is no underlying condition where reasonable adjustments would assist the employee to attend then they may be



dismissed. A final meeting will be convened which shall be conducted by a manager with appropriate authority to dismiss and will consider any representations made by or on behalf of the employee who will once again have the right to be accompanied by a fellow employee or trade union official.

Any dismissal arising out of this meeting will be with notice.

There is a right of appeal against a decision to dismiss which must be exercised within five working days of the decision being communicated.

### **Long-term Sickness Absence**

Where an employee is absent for an extended period – or it is clear that their absence is likely to continue for some time – then the Company will want to investigate the prospects for their return and consider what actions can be taken to facilitate this. The extent to which the Company can continue to accommodate an employee's absence will depend on a range of factors, including the role of the employee and the prevailing circumstances of the business.

The Company will seek medical advice as to the employee's condition either from the appropriate professionals caring for the employee or from a specialist occupational health practitioner. The focus will be on ascertaining when the employee will be able to return to work and what steps the Company can take to facilitate this.

An employee is not obliged to consent to any medical reports or records being shared with the Company as part of this process. However, in the absence of medical evidence the Company will have to work on the basis of what information is available in reaching its decision.

One or more meetings will be arranged with the employee to discuss their condition, the prospects for any return to work, and whether anything more can be done by the Company to help. The employee will be entitled to be accompanied at the meeting by a fellow employee or trade union official.

Every effort will be made to make suitable arrangements for the meeting to allow the employee to attend. Where the employee is simply too ill to take part in the process, however, the Company may proceed to dismissal in the absence of a meeting taking into account any representations made on the employee's behalf.

Where it appears that the employee will be unable to return to work within a reasonable time frame then the Company may need to consider dismissal. Any dismissal will be with notice.

There is a right of appeal against a decision to dismiss which must be exercised within five working days of the decision being communicated.

## **5.3 Bullying and Harassment Procedure**

Bullying or harassment in any form is completely unacceptable. Usually what constitutes as capable of amounting to bullying or harassment is a matter of common sense and the Company expects employees to consider how their words and actions may be seen by others and avoid behaving in such a way as to cause offence or create an unpleasant working environment.

Employees should be aware that what one person considers to be a harmless joke may be offensive to others. It is the responsibility of each individual employee to ensure

that their behaviour does not cause offence and to stop immediately if a colleague tells them that their behaviour is unwanted or offensive to them.

It is also extremely important that the views of those who object to behaviour in this way are respected and that they are not subjected to any adverse comment or behaviour.

### **Making a Complaint**

Employees who feel that they are being bullied or harassed in the workplace or that such behaviour is taking place should raise their concerns with their line manager or if that is not appropriate with another appropriate manager. Every attempt will be made to treat allegations in confidence. However if the Company decides that formal disciplinary action needs to be taken then it may be necessary to disclose enough information to the accused employee to enable them to put their side of the story.

All complaints will be taken seriously and fully investigated. Disciplinary action will be taken where it appears to the Company that an employee has engaged in bullying or harassment. In serious cases this may result in dismissal for gross misconduct.

Because of the serious nature of such complaints, the making of any malicious or deliberately false complaint will itself be treated as gross misconduct that will usually result in dismissal.

## **5.4 Disciplinary Procedure**

The Company always tries to deal with disciplinary issues fairly and promptly. This procedure sets out the framework under which allegations of misconduct will be investigated and considered. While the procedure set out in this policy will be appropriate in most cases, there may be situations in which it is not practicable to comply with a particular requirement of it. When this happens the Company will do its best to deal with the matter fairly and will pay particular attention to the need to give the employee every opportunity to explain their version of events.

The Company reserves the right not to follow this procedure in full for employees who are within their first two years of employment with the Company.

### **Definition of Misconduct**

Behaviour which is disruptive, disrespectful to colleagues, or which falls short of the requirements set out in this handbook will be treated as misconduct under the disciplinary procedure. While employees will not usually be dismissed for a first offence a failure to remedy the behaviour or to adhere to required standards may ultimately lead to dismissal once appropriate warnings have been given.

### **Definition of Gross Misconduct**

Gross misconduct is behaviour which is fundamentally at odds with the employee's duty to the Company and their colleagues. In accordance with the disciplinary procedure, gross misconduct will usually result in dismissal without notice, or payment in lieu of notice, even in cases of a first offence.

It is not possible to list every example of gross misconduct which may arise, but the following provides an illustration of the sort of conduct that will fall into this category – some of which are then explained in more detail below:

- Theft;
- Deliberate acts of discrimination or harassment;
- Refusal to carry out reasonable instructions;
- Violent or intimidating behaviour;
- Wilful damage to property;
- Reckless behaviour posing a risk to health and safety;
- Any act or omission constituting serious or gross negligence/or dereliction of duty;
- Sleeping on duty;
- Any illegal act during working time or on Company premises; and
- Any act described as gross misconduct elsewhere in this handbook.

### **Informal Action**

Most minor acts of misconduct can be dealt with informally through discussions between an employee and their line manager. This may consist of management guidance or an informal warning given orally or in writing. These steps are an everyday part of the management process and no formal procedure needs to be followed in respect of them.

Where informal action of this kind fails to resolve an issue, or where the misconduct alleged is considered too serious, then the matter will be dealt with formally under this procedure.

### **Investigation**

If it is alleged that you have committed misconduct, an appropriate investigation will be carried out aimed at gathering all of the relevant evidence. You may be interviewed as part of this investigation and will have the opportunity to point the investigator towards any evidence that you feel is relevant. The right to be accompanied (see below) does not apply to any investigatory interview.

### **Suspension**

If an allegation of misconduct is made against you, then you may be suspended from your duties on full pay while the matter is being dealt with. The Company will make every effort to ensure that any period of suspension is kept as short as possible. The purpose of a suspension is either to allow an unhindered investigation to take place, or to protect the interests of the Company and its employees. During any period of suspension you may be instructed not to contact other members of staff except for the purposes of preparing for any disciplinary hearing, where specific arrangements will

be made with you. This is not a disciplinary sanction and should not be seen as a predetermination of any disciplinary process.

## **Hearing**

Once the investigation has been carried out, the investigating officer will make a decision about whether there is sufficient evidence to warrant a disciplinary hearing. If there is you will be informed of this and an appropriate date for the hearing will be arranged. This will take place within normal working hours wherever possible.

To ensure that you have adequate time to prepare for the hearing, the Company will provide you in advance with a copy of all of the written evidence that will be considered at the hearing. In exceptional cases the Company may need to withhold the identities of certain witnesses or hold back sensitive items of evidence. This will only be done where it is considered necessary to protect individuals or the essential interests of the Company and every effort will be made to ensure that you are given as much information as possible so that a fair hearing can be conducted.

You will be given sufficient notice of any hearing to allow you to prepare for it. While this will vary from case to case, the Company will generally try to give at least two days' notice of any hearing and in complicated cases a longer period of notice may be given.

The purpose of the hearing will be to consider the evidence gathered during the investigation and to consider any representations made by you or on your behalf. The hearing will be conducted by an appropriate manager who, wherever possible, has not previously been involved in the case and who was not responsible for carrying out the investigation.

## **The Right to be Accompanied**

Employees are entitled to be accompanied at any disciplinary hearing by a fellow employee or trade union official of their choice. The Company will provide any chosen companion with appropriate paid time off to allow them to attend the hearing. It is, however, up to the employee in question to arrange for a companion to attend the hearing.

If your chosen companion cannot attend on the day scheduled for the hearing then the Company will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place.

The companion's role is to advise you during the hearing and make representations on your behalf; it is not to answer questions for you. However, both you and your companion are required to cooperate in ensuring a fair and efficient hearing. The companion cannot answer questions on your behalf.

## **Evidence**

The hearing will consider any evidence you choose to present. Should witnesses be prepared to appear on your behalf they will be permitted to do so provided that their evidence is relevant to the issues that need to be decided. The Company will not compel or require any employee to appear as a witness on your behalf and in most circumstances evidence arising from the investigation will be presented in written form.

You will be entitled to challenge any of the evidence presented but will not be entitled to cross-examine witnesses.

### **Disciplinary Action**

After considering all of the evidence, including any submissions made by you or on your behalf, the manager conducting the hearing will decide on the outcome. If misconduct is found to have taken place then the usual outcome will be a **written warning** which will be placed on your personnel file.

A warning will stay active for a period of 1 year, after which it will not be taken into account in any future disciplinary action.

If however a further instance of misconduct is found to have occurred (in accordance with this procedure) during the currency of a warning – or if any misconduct is considered to be serious enough to warrant it – then, subject to the formal process above being followed, you will be issued with a **final written warning**.

A **final written warning** will usually remain active for one year, but a longer period may be specified if the manager conducting the hearing feels that the circumstances warrant it.

An employee who is found to have committed further misconduct during a period covered by a final written warning will, following a hearing conducted in accordance with this procedure, generally be dismissed.

### **Dismissal**

An employee will not normally be dismissed under this procedure for a single instance of misconduct unless a final written warning is already in place. However, where gross misconduct is found to have occurred then dismissal without notice or payment in lieu will be the usual outcome.

Gross misconduct is misconduct that is so serious that it fundamentally undermines the relationship between employer and employee. If you are accused of gross misconduct this will be made clear when you are invited to a disciplinary hearing. A wide range of behaviours can amount to gross misconduct but the most common involve dishonesty, violent or aggressive behaviour, the wilful destruction of Company property or a deliberate refusal to obey a reasonable instruction.

### **Appeal**

An employee may appeal against the outcome of a disciplinary hearing by doing so in writing within one week of being notified of the outcome. The person to whom an appeal should be directed will be detailed in the disciplinary outcome letter. An appeal hearing will be convened and conducted by an appropriate member of the senior management team.

The appeal will consider any grounds the employee chooses to put forward and they will have the same right to be accompanied as at a disciplinary hearing. The result of the appeal hearing will be final.

### **Employee Absence**

It is important that disciplinary issues are dealt with promptly. The Company may therefore need to proceed with a disciplinary hearing even if the employee is absent

due to ill health or simply does not attend. Before hearing the matter in an employee's absence, the Company will attempt to arrange the hearing in such a way that the employee will be able to attend or to submit written representations to the hearing and/or to arrange for an appropriate representative to attend the hearing on their behalf.

## **5.5 Grievance Procedure**

The Company aims to be responsive to concerns raised by employees and if you are unhappy with something affecting you at work you are encouraged to raise this with your line manager. If that is not possible then you should speak to a member of the management team who will try to assist you in resolving any issue you may have. The following procedure is designed to be used when these informal attempts to resolve any dispute have not been successful.

### **Raising a Grievance**

If you feel that the matter needs to be raised formally you should raise a grievance by making a written complaint, stating that it is being made under this procedure. You should give as much information about your grievance, including any relevant dates and times, as you can, so as to allow for any investigation into your concerns to take place.

A grievance will normally be dealt with by your line manager and should be addressed to them directly. Where the grievance is directly concerned with your line manager's behaviour, however, you should submit your grievance to another member of the management team who will arrange for somebody who is not directly involved in the issue to deal with it.

### **Grievance Hearing**

A grievance hearing will then be arranged so that you can explain the issue and suggest how it can be resolved. You will have the right to be accompanied by a fellow employee or trade union official as described in Section 5.1, above. The manager conducting the hearing will consider what you have said and may either deal with the matter immediately or decide to carry out further investigations. In that case the hearing will be adjourned until the investigation has been completed.

Once the investigations are concluded, if new information comes to light, if it is considered appropriate, you may be invited in to a reconvened meeting, to have the opportunity to consider and respond to the findings of the investigation. Following this a decision on the outcome of your grievance will be made.

### **Allegations of Misconduct**

Where an employee is making allegations of misconduct on the part of other employees then the Company may need to carry out an investigation into the allegations and pursue the matter through the disciplinary procedure. Where this happens the grievance will be held over until the disciplinary process has been concluded.

### **Relationship with Other Procedures**

Where your grievance relates to the conduct of other procedures such as the disciplinary or performance management procedures then the Company may choose to either delay the consideration of the grievance until that procedure has been

completed or to deal with the grievance in the course of that procedure or by way of appeal if that appears to be a fairer or more straightforward way of dealing with the issue.

### **Appeals**

If you are dissatisfied with the outcome of a grievance then you may appeal. You should submit your appeal in writing within one week of being informed of the outcome of your grievance. Your appeal should be directed to the person named in the grievance outcome letter. An appeal hearing will then be convened and conducted by an appropriate member of the senior management team. You will have the right to be accompanied at the appeal by a fellow employee or trade union official as described in Section 5.1. The outcome of any appeal will be final.

**EMPLOYEE HANDBOOK RECEIPT**

This Handbook has been drawn up by the Company to provide you with information on employment policies and procedures.

The policies and procedures contained within this handbook do not form part of your contract of employment; therefore the Company reserves the right to make amendments as necessary, for example reflecting changes to the law. Any change will be communicated to all staff. However, you are expected to read and comply with the policies and procedures contained within this handbook. Failure to do so could result in disciplinary action.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with a member of management.

I acknowledge I have read and understood the policies and procedures contained within this handbook

Received by ..... (Employee)

Signed .....

Date .....