

# **Staff Handbook**

**Yorkshire Rubber Linings Ltd**

### Our Commitment to You

We appreciate that an important asset in any business is its staff. The Company's success is only possible with the right employees who are enthusiastic about their role, passionate about their career and dedicated to achieving objectives.

We will ensure that all of our employees are recruited, trained and developed in accordance with your and our needs to achieve maximum business and personal potential.

### Your Commitment to Us

The documents provided to you at the outset of your employment with us set out your obligations and our expectations from you going forwards.

Crucially, the relationship between the Company and you is founded on a continuing bond of trust and confidence. In order to maintain this, we need you to:

- Behave honestly;
- Work according to your contract;
- Obey reasonable and lawful instructions given to you;
- Dedicate your whole time and attention to our business;
- Be flexible and adaptable to the demands of the business and our service users;
- Maintain confidentiality.

This handbook sets out a number of important rules, policies and procedures that you will need to be aware of while working for us. Where stated, we may refer to more detailed policies which will be available centrally within the business. The items in the handbook do not form part of the terms of your contract with us, which are provided separately.

Should you have any questions or queries regarding this handbook, or concerning your employment generally, you are encouraged to speak to your manager in the first instance.

[NAME]

[POSITION]

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## **SECTION 1: MAIN TERMS AND CONDITIONS OF EMPLOYMENT**

### **Dress Code**

We encourage everyone to maintain an appropriate standard of dress and personal appearance at work and to conduct themselves in a professional manner.

Different departments may have specific requirements that result in particular clothing demands, for example, because their work raises health and safety risks. Uniforms may be provided where appropriate.

### **Expenses**

The Company will reimburse all expenses that are reasonably incurred by you in the proper performance of your duties upon production of a receipt or other evidence of expense payment in accordance with our policies from time to time in force.

### **Holidays**

Your holiday entitlement is set out in your contract of employment. Employees who do not work full-time hours will be entitled to a pro-rated amount of holiday.

On joining the Company, you will accrue holiday as a proportion of your full year entitlement of paid holiday calculated at the rate of one-twelfth of the annual holiday for each month employed within the holiday year, rounded to the nearest half day.

You may not carry any unused holiday entitlement forward to a subsequent holiday year nor will you be entitled to receive pay in lieu of any unused holiday entitlement except on termination of employment.

### **Hours of Work**

Your contractual hours of work will be as outlined in your contract of employment; this will also state your break allowance. The Company reserves the right to vary the hours worked and the starting and finishing times. The Company also reserves the right temporarily to lay you off without pay or to reduce your normal hours of work and to reduce your pay proportionately if, in the Company's opinion, it becomes necessary to do so.

Any overtime that is payable usually becomes so after you have completed your full contractual hours for the working week. Payment will be made on your normal payday for the pay period in which the overtime was worked providing it falls within the normal payroll/overtime cut-off dates for the current pay date. The rate of pay will be stated in your contract.

It is essential that you are punctual and you minimise your absence. The Company monitors all attendance and time keeping and will take steps to improve it using the Disciplinary Procedures, if necessary.

### **Other Employment**

You must devote the whole of your time and attention during your hours of work to your duties for the Company. You may not directly or indirectly, undertake any other duties of whatever kind during your hours of work.

You must consult with and seek the prior written consent of the Company before you engage, whether directly or indirectly, in any business or employment outside your normal hours of work to ensure that in the reasonable opinion of the Company such other business or employment would not conflict with the business interests of the Company and would not have an adverse effect upon your

performance of your duties for the Company. Working time regulations, health and safety and productivity issues will be taken into consideration.

### **Pay**

Your rate of pay is detailed in your contract of employment as is your normal pay date. Pay dates may be affected by Bank Holidays (e.g. Christmas) however, you will be notified well in advance if this is the case. You are paid directly into your bank or building society account.

### **Personal Details**

As part of your employment, we will need to collect and store some information about you, e.g. your name, address, salary, attendance record, reasons for absences, job title. It is important that we know where to contact you or your next of kin in an emergency.

### **Place of Work**

Your normal place of work will be stated in your contract but you may be required to work from an alternative location within reasonable travelling distance. You may be required to go to any of the Company's premises within the United Kingdom for training or disciplinary purposes.

### **Probationary Period**

A probationary period will usually apply to your employment when you start; this will be detailed in your contract of employment.

### **Right of Search**

The Company reserves the right to carry out random security checks and to request any employee to disclose to a manager the contents of any package, bag or other container including any article of clothing being carried or worn by an employee. This search policy may also extend to both

Company and private vehicles and lockers if used.

All searches will be carried out with the consent of the employee and any failure to comply with a request to provide consent will be treated as a serious disciplinary offence. Employees are expected to co-operate with our personnel in the operation of this policy.

### **Smoking**

All of our workplaces (including our vehicles) are smoke-free and all employees and visitors have a right to a smoke-free environment. This provision is in place in order to provide a safe place of work and to protect all employees, service users, customers and visitors from exposure to smoke.

Smoking is banned at our workplace. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, electronic cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes.

Anyone using our vehicles, whether as a driver or passenger, must ensure the vehicles remain smoke-free. Any of our vehicles that are used primarily for private purposes are excluded from the smoking ban.

Employees may only smoke outside in designated areas during breaks. When smoking outside, employees should ensure that they dispose of cigarette butts and other litter in the receptacles provided.

Breaches of this policy by any employee will be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal. Smoking in smoke-free premises or vehicles is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

### Use of Company Vehicle

If a Company vehicle is provided for the performance of your duties, the following terms and conditions will apply.

From time to time you will be required by the Company to produce your licence for inspection. If it is essential that you hold a valid driving licence for the execution of your duties, then in the event that you cease to hold a valid driving licence this may leave you liable to disciplinary action that could lead to dismissal.

You must inform the Company in the event that:

- you are prosecuted or are to be prosecuted for any road traffic offence;
- your driving licence is endorsed; or
- you are disqualified from holding a licence.

In the event of an accident in which you are involved with a Company vehicle, the Company reserves the right to deduct from your salary the insurance excess. You will be responsible for any parking, congestion, speeding or traffic offences generally incurred by that vehicle whilst it is in your possession unless agreed otherwise with the Company. Should any such offences result in fines, the company will obtain payment from you, as the main driver, and reserves the right to deduct any vehicle related fines, from your salary. The Company reserves the right to recover any fines received whilst you were the main driver/keeper of the vehicle after, even if you have left our employment.

Upon termination of your employment (for whatever reason) you are required to immediately return your Company vehicle together with all keys and documentation relating to the vehicle. The Company also reserves the right in its absolute discretion to withdraw the use of the vehicle from you at any time without compensation.

### Use of Own Vehicle

If you believe that you need to use a non-Company vehicle for business use, before you travel, check with your insurers that your policy covers you for your business mileage and that your car is maintained and roadworthy.

You will be paid the appropriate mileage allowance for any business miles and these should be claimed on a Company expenses claim form.

## SECTION TWO: SICKNESS AND LEAVE

### Sickness & Injury Absence

You should refer to your contract for details of our sickness absence reporting procedure. You are required to telephone your manager personally at least one hour prior to your shift start time if you are unable to attend work (text messaging is not acceptable). Failure to follow the correct absence reporting procedures may lead to disciplinary action and non-payment of sick pay.

### Other Leave

You must try to arrange appointments, such as doctors, dentist and hospital appointments outside working hours. If this is not possible, ask for your working hours to be re-arranged before you confirm your appointment. If you can't arrange this, consult with your manager who will authorise unpaid leave.

### Time off for Dependants

The law recognises and we respect that there will be occasions when you will need to take time off work to deal with unexpected events involving someone close to you.

All employees have a right to take a reasonable amount of unpaid time off work when it is necessary to:

- provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
- make longer-term care arrangements for a dependant who is ill or injured;
- take action required in consequence of the death of a dependant;
- deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant; and/or
- deal with an unexpected incident involving their child during school hours.

A dependant for the purposes of this policy is:

- your spouse, civil partner, parent or child;
- a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
- anyone else who reasonably relies on you to provide assistance.

For the right to time off under this policy to arise, it must be necessary for you to take action in relation to a dependant. Whether action is necessary will depend on the nature of the problem, the closeness of the relationship between you, and whether someone else is available to assist. Action is unlikely to be considered necessary if you knew in advance that a problem might arise but didn't make alternative arrangements for a dependant's care.

You will only be entitled to time off under this policy if you tell your manager, the reason for your absence and how long you expect to be away from work.

If you fail to notify us as required, you may be subject to disciplinary proceedings for taking unauthorised time off.

Where it is possible to do so in advance or when you return to work after taking time off under this policy, we might ask you to provide evidence for your reasons for taking the time off. Suspected abuse of this policy will be dealt with as a disciplinary issue.

### Maternity Leave

You must inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations. If you are pregnant you may take reasonable paid time off during working hours for ante-natal care. You should try to give us as much notice as possible of the appointment. We are required to carry out a risk assessment to

assess the workplace risks to women who are pregnant.

All employees are entitled to up to 52 weeks' maternity leave which is divided into ordinary maternity leave of 26 weeks (OML) and additional maternity leave of a further 26 weeks immediately following OML (AML).

The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date). The law prohibits you from working during the two weeks following childbirth.

Statutory maternity pay (SMP) is payable for up to 39 weeks. SMP will stop being payable if you return to work (except where you are simply keeping in touch in accordance with the paragraphs below). You will be advised whether or not you are entitled to SMP.

SMP is calculated as follows:

- First six weeks: SMP is paid at the Earnings-Related Rate of 90% of your average weekly earnings calculated over the Relevant Period;
- Remaining 33 weeks: SMP is paid at the Prescribed Rate which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower.

All the terms and conditions of your employment remain in force during OML and AML, except for the terms relating to pay. Including, benefits in kind and annual leave entitlement under your contract shall continue to accrue.

We may make reasonable contact with you from time to time during your maternity leave. You may work (including attending training) for up to ten days during maternity leave without bringing your maternity leave or SMP to an end. You are not obliged to undertake any such work during maternity leave. In any case, you

must not work in the two weeks following birth.

You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been had you not been absent.

However, if you have taken any period of AML or more than four weeks' parental leave, and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

### **Paternity Leave**

You may be entitled to ordinary paternity leave (OPL) subject to meeting certain eligibility requirements.

OPL must be taken as a period of either one week or two consecutive weeks. It cannot be taken in instalments. OPL can be taken from the date of the child's birth or adoption placement, but must end, in birth cases, within 56 days of the child's birth, or (if later) by the first day of the Expected Week of Childbirth and, in adoption cases, within 56 days of the child's placement.

During OPL, you may be entitled to ordinary statutory paternity pay (OSPP) subject to meeting certain requirements.

All the terms and conditions of your employment remain in force during OPL, except for the terms relating to pay. Benefits in kind and any annual leave entitlement under your contract shall continue to accrue.

### **Adoption Leave**

If you are in a situation where you are hoping to adopt a child, please let your manager know; the Company will then advise you on your



entitlement and how to apply for adoption leave.

### Shared Parental Leave

Shared parental leave (SPL) is a form of leave which gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).

If you are the child's mother and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity leave (a curtailment notice) before you can take SPL.

You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

If you are not the mother, and she is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:

- returned to work;
- given her employer a curtailment notice to end her maternity leave;
- given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
- given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

Having opted into the SPL system you will need to give a period of leave notice telling us the start and end dates of your leave.

If your period of leave notice gives dates for a single continuous block of SPL you will be entitled to take the leave set out in the notice.

You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice.

In general, a period of leave notice should set out a single continuous block of leave. We may, in some cases, be willing to consider a period of leave notice where the SPL is split into shorter periods (of at least a week) with periods of work in between. It is best to discuss this with us in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by you or your partner) if you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year.

Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

Annual leave entitlement will continue to accrue at the rate provided under your contract.

We may make reasonable contact with you from time to time during your SPL although we

will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during maternity leave. KIT days are not compulsory and must be discussed and agreed with us.

You will be paid at your normal basic rate of pay for time spent working on a KIT day and this will be inclusive of any shared parental pay entitlement.

### **Parental Leave**

You are entitled to take up to 18 weeks' parental leave in relation to each child for whom you are responsible if you:

- have at least one year's continuous employment;
- have or expect to have responsibility for the child; and
- are taking the leave to spend time with or otherwise care for the child.

You can only take parental leave before the child's eighteenth birthday.

Unless the leave is to be taken in respect of a child entitled to a disability living allowance, you:

- can only take parental leave in blocks of a week's leave or a multiple of a week's leave; and
- are only entitled to take four weeks' parental leave each year in relation to each child. A year for this purpose begins on the date when you became entitled to take parental leave in relation to the child in question.

Parental leave under this policy is unpaid. Your contractual provisions relating to pay and benefits are suspended during parental leave. However, during parental leave you are entitled to benefit from any contractual terms you have in relation to being given notice, redundancy compensation and disciplinary and grievance procedures.

During parental leave you will remain bound by your obligation of good faith towards us, as well as any contractual terms relating to the giving of notice, the disclosure of confidential information, the acceptance of gifts and benefits, and your freedom to participate in another business (for example, by working for a third party).

### **Bereavement Leave**

Bereavement leave is designed to help an employee cope with the death of a close relative, to deal with necessary arrangements and attend their funeral.

You are entitled to take paid bereavement leave of up to two days in the event of the death of a spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law.

We may exercise our discretion to grant paid bereavement leave in the event of the death of any other relative or close friend, depending on the circumstances of each case.

If you are unable to return to work following a period of bereavement leave, you should contact your manager. It may be appropriate to take a period of sickness absence, annual leave or unpaid leave in those circumstances.

We recognise that it may not always be possible to request bereavement leave in advance. However, where it is possible, you should make a request to your manager.

In exceptional circumstances we may have to refuse a request for bereavement leave. If so your manager will give you a written explanation for the refusal.

### **Compassionate Leave**

Compassionate leave is designed to help an employee where they need to deal with necessary arrangements for or assist a close relative who is seriously or critically ill. Should you require time off for compassionate leave, please speak to your manager to make them aware of your circumstances. We will try to accommodate periods of leave where possible

### **Jury Service**

You should tell your manager as soon as you are summoned for jury service and provide a copy of your summons if requested. Depending on the demands of our business we may request that you apply to be excused from or defer your jury service.

We are not required to pay you while you are absent on jury service. You will be advised at court of the expenses and loss of earnings that you can claim. At the discretion of the Company, we may decide to pay you for any time spent on jury service, minus any allowances you are entitled to claim.

### **Other Public Duties**

Some employees have commitments outside of work that fall under the heading of 'Public Duties' e.g. Territorial Army, School Governor, JP, Magistrate, Employment Tribunal Lay Member and they may need reasonable time off to carry out these duties. If this applies to you, paid time off is at the discretion of the Manager.

## **SECTION THREE: TERMINATION OF EMPLOYMENT**

### **Leaving the Company**

If you are resigning from the Company, it is important you let your manager know in writing, giving the appropriate notice period before leaving.

When you leave, you need to return all property belonging to the Company or relating to the Company or its business contacts in whatever format including any car, company credit card, keys, security pass, identity badge, mobile telephone, pager, lap-top computer, books, documents, papers, computer disks, memory sticks and other media.

Once notice to terminate the employment has been given, or if you resign without giving the required period of notice and the Company does not accept that resignation, the following provisions will apply for the period of notice:

- The Company will not be obliged to provide you with any work and may exclude you from our premises and may require you not to be involved in the business of the Company;
- Your salary and all contractual benefits will continue to be paid or provided;
- You will remain bound by your obligations under this agreement;
- The Company may require you not to have any contact or communication with any of our customers, clients or personnel in relation to the business of the Company.

### **Redundancy**

We will always try to avoid the need for compulsory redundancies but sometimes these may be necessary. The pattern or volume of our business or methods of working may change and requirements for employees may reduce.

Where we are unable to avoid reducing employee numbers we will try to minimise the effect of redundancies through the steps set out in this policy. In doing so we will not discriminate directly or indirectly on grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age. Part-time employees and those working under fixed-term contracts will not be treated differently to permanent, full-time comparators.

The criteria used to select those employees who will potentially be made redundant will be objective, transparent and fair and based on the skills required to meet our existing and anticipated business needs.

Those employees who have been provisionally selected for redundancy will be consulted with individually.

### **Retirement**

The company has no fixed retirement age. We acknowledge that retirement is a matter of choice for individuals and will not pressurise employees into resigning because they have reached or are approaching a certain age.

You or your manager may want to discuss your short, medium and long-term plans, as the need arises. For example, a promotion opportunity may arise, or, if your circumstances change, you may want a different working pattern or to stop work altogether. We need to plan for the business, and so may indicate to staff from time to time that it would be helpful to know what their plans are. There is no obligation for us or you to hold workplace discussions about your future plans, but it may be mutually beneficial to do so.

We will not make generalised assumptions that performance will decline with age, whether due to competence or health issues. If

we think there are problems with your performance or ill-health, these will be dealt with in the usual way through performance management or sickness absence procedures.

If you indicate that you are thinking of retiring, you are free to change your mind at any time until you have actually given notice to terminate your employment. Your employment or promotion prospects will not be prejudiced because you have expressed an interest in retiring or changing work patterns.

If you have decided to retire, we would appreciate as much notice as possible, although you should give the company at least the notice you are obliged to give under your contract of employment.

## **SECTION FOUR: EQUALITY**

### **Equal Opportunities**

We are committed to promoting equality of opportunity for all staff and job applicants. We aim to create a working environment in which all individuals are able to make best use of their skills, free from discrimination or harassment, and in which all decisions are based on merit. We do not discriminate against staff on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (protected characteristics).

All staff have a duty to act in accordance with our equal opportunities policy and treat colleagues with dignity at all times, and not to discriminate against or harass other members of staff, regardless of their status.

Our policy applies to all aspects of our relationship with staff and to relations between staff members at all levels. This includes job advertisements, recruitment and selection, training and development, opportunities for promotion, conditions of service, pay and benefits, conduct at work, disciplinary and grievance procedures, and termination of employment.

### **Anti-Harassment & Bullying**

We have a duty to provide our staff with a safe place and system of work. This includes a workplace free from harassment and bullying which may, in certain circumstances, also amount to unlawful discrimination.

Harassment is any unwanted physical, verbal or non-verbal conduct which has the purpose or effect of violating the recipient's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them.

Bullying is offensive, intimidating, malicious or insulting behaviour which, through the abuse or misuse of power, makes the recipient feel vulnerable, upset, humiliated and threatened. Power includes both personal strength and the power to coerce others through fear or intimidation. As with harassment, bullying can take the form of physical, verbal and non-verbal conduct.

If you consider that you are being bullied or harassed, you should initially attempt to resolve the problem informally with the person responsible if you feel able, and explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing to do on your own, you should seek support from your manager. Managers will provide confidential advice and assistance to those who believe they have been bullied or harassed.

The informal procedure may not be appropriate due to the nature of the harassment or bullying or because you do not feel able to talk directly to the person creating the problem. In these cases or where the informal procedure has been unsuccessful, you should raise your complaint in writing with your manager. If the matter concerns that person, you should refer it to a more senior manager.

Your written complaint should set out full details of the conduct in question, including the name of the harasser or bully, the nature of the harassment or bullying, the date(s) and time(s) at which it occurred, the names of any witnesses and any action that has been taken so far to attempt to stop it.

Complaints will be investigated in a timely and confidential manner to establish full details of what happened. If the complaint has not been resolved to your satisfaction you may appeal in writing, stating your full grounds of appeal, following which we will hold a hearing and communicate the outcome.

## **SECTION FIVE: DISCIPLINE, GRIEVANCES AND PERFORMANCE**

### **Alcohol, Drugs and Other Substances**

The Company is committed to maintaining healthy, safe and productive working conditions for all our employees. We recognise the impact that both alcohol and drugs may have upon an individual's ability to work safely and correctly and, as such, we aim to ensure a working environment free from the inappropriate use of substances and where our employees are able to carry out their duties in a safe and efficient manner.

The consumption of alcohol by employees is inappropriate at any time when working or before work whenever work performance will be adversely affected, except in a genuine case of client entertaining.

The use of drugs by employees is inappropriate at any time when working or before work whenever work performance will be affected. If you are prescribed drugs by your doctor that may affect your ability to work should immediately discuss the problem with your manager.

Dispensing, distributing, possessing, using, selling or offering to buy controlled drugs at work is prohibited. Any such activity (including reasonable suspicion of it) on the Company's premises will be reported immediately to the police.

Any employee who is found to be in breach of these rules will be liable to dismissal on the grounds of gross misconduct under the Company's disciplinary procedure.

To assist in the effective implementation of this policy, the Company reserves the right to have tests carried out on employees following any incident, where there is a suspicion on the part of the manager that drugs and/or alcohol may have been a contributory factor.

Where testing takes place the individual will be expected to sign a written consent to be tested. Failure to give consent, or refusal to supply the urine sample, will be considered to be a breach of these rules and may lead to disciplinary action being taken.

The Company reserves the right to search employees or any of their property held on the Company's premises at any time if the employee's manager believes that the prohibition on substances is being or has been infringed.

If an employee refuses to comply with the search procedure, such refusal will normally be treated as amounting to gross misconduct and will entitle the Company to take disciplinary action.

### **Disciplinary Matters**

The Company operates a Disciplinary Procedure which sets out the standards of conduct expected of all employees and provides a framework within which managers can work with employees to maintain satisfactory standards of conduct and to encourage improvement where necessary.

It is our policy to ensure that any disciplinary matter is dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond before taking any formal action.

This procedure is used to deal with misconduct. It does not apply to cases involving genuine sickness absence, proposed redundancies or poor performance. We reserve the right to depart from this process at our discretion.

Minor conduct issues can often be resolved informally between you and your manager. Formal steps will be taken under this procedure if the matter is not resolved, or if



informal discussion is not appropriate (for example, because of the seriousness of the allegation).

Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved.

You must co-operate fully and promptly in any investigation undertaken by the Company under our procedure. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.

In some circumstances we may need to suspend you from work. The suspension will be for no longer than is necessary to investigate the allegations and we will confirm the arrangements to you in writing. Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations. You will continue to receive your full basic salary and benefits during the period of suspension.

Following any investigation, if we consider there are grounds for disciplinary action, you will be required to attend a disciplinary hearing. We will inform you in writing of the allegations against you, the basis for those allegations, and what the likely range of consequences will be if we decide after the hearing that the allegations are true.

At the disciplinary hearing we will go through the allegations against you and the evidence that has been gathered. You will be able to respond and present any evidence of your own. Your companion may make representations to us and ask questions, but should not answer questions on your behalf. You may confer privately with your companion at any time during the hearing.

We will inform you in writing of our decision and our reasons for it. Where possible we will also explain this information to you in person.

The usual penalties for misconduct are set out in the disciplinary procedure. The Company reserves the right, depending on the nature and seriousness of any misconduct displayed, to issue the following:

- Stage 1 - First written warning;
- Stage 2 - Final written warning;
- Stage 3 – Notice of dismissal.

In some cases we may at our discretion consider alternatives to dismissal. These will usually be accompanied by a final written warning. Examples include demotion, a period of suspension without pay or a reduction in pay.

If you feel that disciplinary action taken against you is wrong or unjust you will be able to exercise your right of appeal in writing.

Full details of the procedures are documented within the Disciplinary Procedure available from your manager.

### **Gross Misconduct**

There are some breaches of Company rules or standards of conduct that are serious enough to make it impossible to continue the contract of employment. They are called Gross Misconduct and they result in the employee being dismissed without being given notice.

Listed below are some of the acts that would be considered as gross misconduct:

- Theft, or unauthorised removal of our property or the property of a colleague, contractor, customer or member of the public;
- Fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets;



- Bullying, actual or threatened violence, or behaviour which provokes violence;
- Deliberate damage to our buildings, fittings, property or equipment, or the property of a colleague, contractor, customer or member of the public;
- Serious misuse of our property or name;
- Repeated or serious failure to obey instructions, or any other serious act of insubordination;
- Unlawful discrimination or harassment;
- Bringing the organisation into serious disrepute;
- Being under the influence of alcohol, illegal drugs or other substances during working hours;
- Causing loss, damage or injury through serious negligence;
- Serious or repeated breach of health and safety rules or serious misuse of safety equipment;
- Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;
- Serious neglect of duties, or a serious or deliberate breach of your contract or operating procedures;
- Serious breaches of our policies, including the Equal Opportunities Policy;
- Serious breaches of your contract of employment

## Grievances

We aim to investigate any formal grievance you raise, hold a meeting to discuss it with you, inform you in writing of the outcome, and give you a right of appeal if you are not satisfied. Issues that may cause grievances include:

- terms and conditions of employment;
- health and safety;
- work relations;
- bullying and harassment;
- new working practices;
- working environment;

- organisational change; and
- discrimination.

Grievances should not be used to complain about dismissal or disciplinary action. If you are dissatisfied with any disciplinary action, you should submit an appeal under the appropriate procedure.

Most grievances can be resolved quickly and informally through discussion with your manager. If you feel unable to speak to your manager, for example, because the complaint concerns him or her, then you should speak informally to a more senior manager.

If your grievance cannot be resolved informally you should put it in writing and submit it to your manager, indicating that it is a formal grievance. If the grievance concerns him or her, you may submit it instead to a more senior manager. The written grievance should contain a brief description of the nature of your complaint, including any relevant facts, dates, and names of individuals involved. In some situations we may need to ask you to provide further information.

In some cases it may be necessary for us to carry out an investigation into your grievance. The amount of any investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.

We will arrange a grievance meeting, the purpose of which is to enable you to explain your grievance and how you think it should be resolved, and to assist us to reach a decision based on the available evidence and the representations you have made.

We will write to you to inform you of the outcome of your grievance and any further action that we intend to take to resolve the

grievance. We will also remind you of your right of appeal.

### **Performance Management**

There may be times when you are unable to carry out your job to the required standard through a genuine lack of capability rather than a deliberate failure to reach acceptable standards. A genuine lack of capability may have existed for some time or be the result of a change of job, responsibilities or through personal factors affecting your performance. In such circumstances, the Company will manage your performance in accordance with any guidelines published from time to time.

In the first instance, performance issues should normally be dealt with informally between you and your manager as part of day-to-day management. Where appropriate, a note of any such informal discussions may be placed on your personnel file. A more formal procedure should be used for more serious cases, or in any case where an earlier informal discussion has not resulted in a satisfactory improvement.

If we consider that there are grounds for taking formal action over alleged poor performance, you will be required to attend a capability hearing. We will notify you in writing of our concerns over your performance, the reasons for those concerns, and the likely outcome if we decide after the hearing that your performance has been unsatisfactory.

The aims of a capability hearing will usually include:

- Setting out the required standards that we believe you may have failed to meet, and going through any relevant evidence that we have gathered;
- Allowing you to ask questions, present evidence, respond to evidence and make representations;

- Establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement;
- Identifying whether there are further measures, such as additional training or supervision, which may improve performance;
- Where appropriate, discussing targets for improvement and a time-scale for review;
- If dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment.

We will inform you in writing of our decision and our reasons for it; this may include a first or final written warning being issued, or the Company terminating your employment depending on the circumstances.

If you feel that a decision about poor performance under this procedure is wrong or unjust you should appeal in writing, stating your full grounds of appeal.

### **Anti-Bribery**

It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.

A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties.

The giving or receipt of gifts is not prohibited, if the following requirements are met:

- it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- it complies with local law;
- it is given in our name, not in your name;
- it does not include cash or a cash equivalent (such as gift certificates or vouchers);
- it is appropriate in the circumstances. For example, in the UK it is customary for small gifts to be given at Christmas time;
- taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time; and
- it is given openly, not secretly.

It is not acceptable for you (or someone on your behalf) to:

- Give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given.
- Give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure.
- Accept payment from a third party that you know or suspect is offered with the expectation that it will obtain a business advantage for them.
- Accept a gift or hospitality from a third party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return.
- Threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy.

- Engage in any activity that might lead to a breach of these rules.

You must notify your manager as soon as possible if you believe or suspect that a conflict with this policy has occurred, or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us, or indicates to you that a gift or payment is required to secure their business.

Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct.

## **SECTION 6: INFORMATION AND PROPERTY**

### **Confidential Information**

During your employment you are likely to have access to information that is confidential to the Company. If it becomes known outside of the Company, it may do the Company harm or benefit one of our competitors. The Company is therefore entitled to protect this information.

You agree that you will not use this information to benefit yourself; you will not reveal it to anyone else and will take reasonable steps to prevent anyone else publishing or disclosing it, unless you are required to do so in the course of your duties or by law. This applies both during your employment and after it has ended.

### **Recorded Material and Company Property**

All notes, memoranda, designs, drawings or other recorded material, whether in written or electronic form and all other materials which have been prepared by you, or have come into your possession or under your control in the course of your employment and which relate in any way to the business (including prospective business) or affairs of the Company or of any client, customer, supplier, agent, distributor or sub-contractor thereof (and including copies) shall be deemed to be the property of the Company. All such material and all property belonging to the Company that is in your possession or under your control must be returned to the Company immediately on request and in any event upon termination of your employment.

### **Care of Property**

You are responsible for the care of all Company property including equipment, information, personal protective equipment (PPE), cars, computers, keys, mobile phones etc. supplied

to you during the course of your employment, in addition to all customer parts and equipment. All Company property must be handed in before leaving the Company's employment and the Company reserves the right to withhold any final salary payment due to you until this has been done. Should it become apparent that you have misused or have been careless with the property, the Company reserves the right to seek from you a contribution towards its repair or replacement.

### **Electronic Information and Communication Systems**

You must not delete, destroy or modify existing systems, programs, information or data which could have the effect of harming our business or exposing it to risk. You must not download or install software from external sources without authorisation from the Company. This includes software programs, instant messaging programs, screensavers, photos, video clips and music files.

You must not send abusive, obscene, discriminatory, racist, harassing, derogatory or defamatory e-mails. Anyone who feels that they have been harassed or bullied, or are offended by material received from a colleague via e-mail should inform their manager.

We permit the incidental use of internet, e-mail and telephone systems to send personal e-mail, browse the internet and make personal telephone calls. It must be neither abused nor overused and we reserve the right to withdraw our permission at any time.

Our systems enable us to monitor telephone, e-mail, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, use of our systems including the telephone and computer systems, and any personal use of them, is continually monitored. Monitoring is only carried out to the extent

permitted or as required by law and as necessary and justifiable for the following business purposes:

- to monitor whether the use of the e-mail system or the internet is legitimate and in accordance with this policy;
- to find lost messages or to retrieve messages lost due to computer failure;
- to assist in the investigation of wrongful acts; or
- to comply with any legal obligation.

Misuse or excessive use or abuse of our telephone or e-mail system, or inappropriate use of the internet in breach of this policy will be dealt with under our Disciplinary Procedure. Misuse of the internet can, in certain circumstances, constitute a criminal offence.

### **Mobile Telephones**

If your job requires you to use a mobile telephone, the Company will provide one for work-related purposes. In all cases, such mobiles will remain the property of the Company. The Company will pay the standing charge and all business calls/charges. The cost of any private calls may be deducted from your salary.

Personal mobiles should not be switched on or used at work other than at designated break times. The Company will not be responsible for any loss, theft or damage.

### **Social Media**

These rules are in place to minimise the risks to our business through use of social media. The rules deal with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Google+, Wikipedia, Whisper, Instagram, Vine, Tumblr and all other social networking sites, internet postings and blogs. It applies to use of social media for business purposes as well as personal use that may affect our business in any way.

Personal use of social media is never permitted during working hours or by means of our computers, networks and other IT resources and communications systems.

You must avoid making any social media communications that could damage our business interests or reputation, even indirectly.

You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.

You must not express opinions on our behalf via social media, unless expressly authorised to do so by your manager. You may be required to undergo training in order to obtain such authorisation.

You must not post comments about sensitive business-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.

The contact details of business contacts made during the course of your employment are our confidential information. On termination of employment you must provide us with a copy of all such information, delete all such information from your personal social networking accounts and destroy any further copies of such information that you may have.

Breach of these rules may result in disciplinary action up to and including dismissal. You may be required to remove any social media content that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

## **SECTION SEVEN: ADDITIONAL POLICIES AND PROCEDURES**

The following additional policies and procedures are available upon request:

- Anti-Corruption & Bribery Policy
- Anti-Harassment & Bullying Policy
- Capability Policy
- Disciplinary Policy
- Disciplinary Rules
- Electronic Information & Communication Systems Policy
- Equal Opportunities Policy
- Grievance Policy
- Maternity Policy
- Parental Leave Policy
- Paternity Policy
- Shared Parental Leave Policy
- Sickness Absence Policy
- Social Media Policy