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## **WELCOME TO OUR TEAM.**

We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

This Employee Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment. We ask that you study carefully the contents of this Employee Handbook as it sets out the essential policies and procedures to meet both government legislation and regulation, and our contractual obligations.

Please refer to this handbook whenever you need further guidance over what is expected of you. The contents of this handbook will have been summarised during your induction to the Company and are available for reference at any time. If you require any clarification or additional information, please refer to your manager.

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your employment or in your dealings with suppliers, contract workers, members of the public or with fellow employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

## **VISION**

To be the transport company of choice by going the extra mile for all our customers.

## **PURPOSE**

The Company's purpose is to provide the best possible service to all our customers by providing a safe, friendly, and reliable service in clean, comfortable, well maintained vehicles and to provide rewarding, enjoyable and secure employment with great training and development opportunities for all who work here.

## **COMPANY STRATEGIC PRIORITIES**

- A safe and compliant business.
- Continual improvement vehicles, equipment and facilities.
- Employment of staff who are committed to our core values.
- Investment in the training and development of our staff
- Staff feel included, valued, and supported.
- Continued financial viability.
- Customers trust us to provide a first-class service.
- All stakeholders hold us in high esteem.

## **OUR BELIEFS AND VALUES**

**Respect** – Working cooperatively with colleagues and managers by treating them how you would like to be treated. Listening, following procedures, providing constructive feedback and generally helping and supporting each other.

**Integrity** – Being honest, reliable and trustworthy. Admitting to mistakes, accidents, incidents in order to learn and improve individual performance and the performance and security of the business. Respecting confidential information and honouring work commitments.

**Professionalism** – Being professional at all times, doing everything to the very highest of standards, being reliable and dependable, gaining skills and qualifications and using them, not just doing something because it's always been done that way, doing it because it's right.

## **INDUCTION**

At the start of your employment you are required to attend and complete a staff induction programme at which you will be briefed on the organisations policies, procedures and obligations as required by current legislation. Attendance at induction sessions is mandatory.

You are required to complete the Company's induction programme during the probationary period.

## **JOB DESCRIPTION**

Amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

## **JOB FLEXIBILITY**

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative duties within our business. This can be on a temporary or permanent basis. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential to ensure that we continue to meet our service commitment and contractual obligations.

In addition, you will be required to attend meetings and supervision/appraisal as directed by your manager.

## **PERFORMANCE AND REVIEW**

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses.

## **ALTERNATIVE EMPLOYMENT**

The Company selects staff for specific roles operating from either the main or a sub-depot and every effort is made to maintain this situation. However, it is important to recognise that your contract of employment does state that your duties may need to be modified to suit the needs of the business. If, for example, a Local Authority contract is terminated the Company could only offer alternative employment if there were enough hours available as a result of other work being undertaken by the Company.

# ADMINISTRATION

## A) PAY

### 1) Payment

- a) Salary payments will be paid a four, or five-week period dependent on when the last Friday of the month is. Any alternations to these dates will be notified in advance. Any adjustments in pay will be paid the following month.
- b) Wage payments will be paid weekly on Wednesday for the previous weekly period (Monday to Sunday inclusive).
- c) You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions which have been made and the reasons for them, e.g. Income Tax, National Insurance etc.

### 2) Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

### 3) Income Tax and National Insurance

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You should keep this document in a safe place as you may need to produce it for tax purposes.

### 4) Pay Reviews

Pay is reviewed annually; however, there is no guarantee of an automatic increase in your pay as a result of any review.

## B) LATENESS/ABSENTEEISM

- 1) You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your area of work.
- 2) All absences must be notified in accordance with the sickness/absence reporting procedures laid down in this Employee Handbook.
- 3) If you arrive for work more than 30 minutes late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent home for the remainder of the shift without pay.
- 4) Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

## C) TIMESHEETS

All drivers and workshop staff need to complete timesheets as directed. The timesheet must be returned to the office by noon on the Monday following the end of the work period. Payments will only be approved after receipt of a completed timesheet. Incorrectly completed, or late submission of, timesheets may result in incorrect or delayed payment of pay. Deliberate falsification of timesheets will be regarded as a disciplinary offence and may lead to your summary dismissal.

# ABSENCE/SICKNESS

## A) INTRODUCTION

The company aims to secure the attendance of all employees throughout the working week. However, it recognises that a certain level of absence may be necessary due to sickness. It is the company's policy to offer security of employment during such periods, subject to operational requirements and the conditions below. This procedure is designed to ensure that all such absences are dealt with fairly, supportively and consistently.

## B) NOTIFICATION & CERTIFICATION

- 1) If you are unable to attend work because of sickness, injury or incapacity, you must notify your line manager during office hours or the on-call manager out of hours, personally by telephone as soon you are aware of their inability to attend work due to ill health, indicating if possible the expected length of absence. **Notification by text or e-mail is not permitted.**
- 2) For absences up to and including seven calendar days, employees / workers will be required to complete a self-certification form and pass it to their manager on the day that they return to work. If the absence is longer than seven days, the self-certification form should be posted to the manager as soon as possible.
- 3) If the employee is still absent by the eighth day, including Saturday and Sunday, he or she must send a medical certificate or "Statement of Fitness to Work "fit note" to the manager and continue to do so to cover all subsequent absence, until their return to work. The medical certificate(s) must be forwarded to the Manager without delay (a photograph of the certificate can be sent via mobile phone and followed up with the original either by post or by hand on return to work).
- 4) The employee should also keep in touch with their line manager regarding his or her progress and the likely return to work date as detailed in the Contract – Principal Statement of Terms & Conditions of Service.
- 5) If the employee does not follow this procedure, he or she may be dealt with under the Company's disciplinary procedure. This could also result in the employee's statutory sick pay being withheld.

## C) PAYMENTS

- 1) You are entitled to statutory sick pay (SSP) if you are absent for four or more consecutive days because of sickness or injury provided you meet the statutory qualifying conditions. SSP is treated like pay and is subject to normal deductions.
- 2) Qualifying days are the only days for which you are entitled to SSP. These days will be linked to your normal working hours. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.

## D) RETURN TO WORK

- 1) Employees do not always have to be 100% fit to be able to do some work – in fact, work can help with recovery from health problems or support overall wellbeing if an individual has a long-term health condition. Employees should therefore return to work as soon as

they feel able to with the Company's agreement and support. This may be before the fit note runs out.

- 2) As a PCV driver for the Company, you will need to meet DVLA requirements before you can return to work. Details can be found at: <https://www.gov.uk/browse/driving/disability-health-condition>
- 3) Requests for temporary adjustments to the employee's working conditions e.g. his or her working hours or duties of the job role, will be considered by the Company and will be accommodated wherever possible and if the Company's circumstances permit. If there have been extended periods of absence, the Company reserve the right to request that the employee's fitness to return to work is confirmed by an independent medical practitioner of the Company's choice.
- 4) Regardless of the length of absence, employees/workers will have a return to work meeting conducted by their immediate manager in order to satisfy the Company as to the reasons for absence, check on the employee's fitness to return to work, ensure that all support the employee needs is agreed and put in place, and to bring the employee up to date with any changes in their absence.

## **E) GENERAL**

- 1) Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.
- 2) In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness/injury. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our ability to provide contracted services and meet our business commitments.
- 3) We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
- 4) It is a condition of your contract of employment that you agree on request by the Company, to undergo, at the Company's expense, a medical examination(s) by such doctor or doctors as the employer shall nominate. You agree also to authorize the doctor(s) responsible for such examination(s) to prepare a medical report detailing the result of such examinations for disclosure to and discussion with the employer.

# **BASICS: STANDARDS & GENERAL TERMS & PROCEDURES**

## **A) CHANGES IN PERSONAL DETAILS**

You must notify us of any change of name, address, telephone number, e-mail etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

## **B) OTHER EMPLOYMENT**

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation.

## **C) TIME OFF**

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of your Manager and will normally be without pay.

## **D) MATERNITY/PATERNITY/ADOPTION LEAVE AND PAY**

You may be entitled to maternity/paternity/adoption leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant or are notified of a match date for adoption purposes, you should notify your Manager at an early stage so that your entitlements and obligations can be explained to you

## **E) PARENTAL/SHARED PARENTAL LEAVE**

If you are entitled to take parental leave or shared parental leave in respect of the current statutory provisions, you should discuss your needs with your Manager who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

## **F) TIME OFF FOR DEPENDANTS**

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action which is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with your Manager who, if appropriate, will agree the necessary time off. You will also need to complete the absence form.

## **G) COMPASSIONATE LEAVE**

Up to two days compassionate leave will be granted following the death of an immediate member of your family. You should discuss your circumstances with your Manager.

## **H) CAR INSURANCE / MOT AND TAX**

If your position requires you to use your own car for business purposes, you must ensure that your car insurance provides adequate cover for you to satisfactorily complete your duties. Proof of adequate insurance, Driving Licence, Tax and an MOT Certificate must be produced for scrutiny by the Company, upon renewal and at any time when so requested.

## **I) FINES**

Any fines imposed by relevant authorities including (but not limited to) speeding and parking will be payable by the employee. The Company take no responsibility for the payment of fines incurred by the employee during their employment.

## **J) DRIVING LICENCE**

If driving is a necessary part of your role it is imperative that you maintain a valid driving licence suitable for the vehicle you operate at all times during your employment. You are required upon request to produce your driving licence to your Manager. We may also require you to provide us with the ability to access your driving licence details online. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. If you are required to drive as part of your job and we are unable to find alternative employment, your employment may be terminated.

Data collected about driving licences will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

## **K) TRAVEL EXPENSES**

We will reimburse you the agreed mileage rate for all authorised journeys undertaken in your own vehicle. Authorisation must be given by a manager in writing which may include a text message or instruction via the driver portal.

## **L) MAIL**

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

## **M) ON CALL SYSTEM**

The current system for contacting the On-Call Manager, out of office hours, is via mobile phone. This system should be used when you need to contact a Manager at any other time other than Monday – Friday, 9.00am. to 5.00pm. Only essential calls should be made to the On-Call Manager i.e. only calls that cannot wait until normal working hours, including notification of potential absence due to sickness, in order to allow the On-Call Manager to deal with emergencies.

In the unlikely event of a breakdown in this system you will be expected to deal with the problem in a professional manner and report the non-response another manager or director as soon as possible. This will then be investigated.

## **N) BEHAVIOUR AT WORK**

Employees are expected to act respectfully and civilly towards fellow employees and members of the public. Rude and objectionable behaviour including bad language will render you liable to disciplinary action which could result in dismissal.

You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.

Any involvement in activities which could be construed as being in competition with us is strictly prohibited.

#### **O) BEHAVIOUR OUTSIDE OF WORK**

The Company recognises the importance of work/life balance. However, owing to the customer focused nature of the business, the Company insists on employing staff of the highest integrity. Activities that result in adverse publicity to the Company, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

#### **P) THIRD PARTY INVOLVEMENT**

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. We will seek your consent at the relevant time to share relevant 'special categories of data' where it is necessary for the purposes of that hearing.

#### **Q) RECORDING OF FORMAL MEETINGS**

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request. All personal data collected for this purpose will be processed in line with the current Data Protection Act.

#### **R) JURY SERVICE**

Where you are obliged to undertake jury service or are summoned to appear before the court as a witness, you should notify your Manager immediately in order that arrangements can be made to accommodate this. You will not unreasonably be refused leave to attend. Leave for jury service is unpaid by the Company however you will receive a Certificate for Loss of Earnings from the court which you should submit to your Manager for completion. You can submit the completed certificate to the court in order to make a claim called a Financial Loss Allowance. Further information can be obtained by your Manager.

# COMPANY PROPERTY POLICY

This policy applies to employees, consultants, freelance/agency, self-employed and volunteers who work for the Company.

## A) Policy Statement

The Company recognises the importance of all employees and workers strictly following this policy, being treated fairly and understanding that damaging the Company's property will require investigation to establish whether damage has been caused through negligence or by accident. Depending upon the facts, circumstances and behaviours any of these circumstances may result in disciplinary action.

## B) Definitions

The term "property damage" refers to and includes three types of losses: physical damage to Company property, loss of use of Company property, and loss of Company property. Company property may include but not be limited to - vehicles, equipment, building, fixtures and fittings, uniform, data and money.

## C) Responsibilities

Managers are responsible for ensuring that staff follow this policy and ensuring all damage, including accidents, are reported, recorded and investigated as soon as is practically possible. Employees are responsible for ensuring that they understand and follow this policy and that they report any issues, accidents or damage as soon as is practically possible.

## D) Implementation

All employees and workers are aware that the Company is entitled to protect its property and is entitled to recover costs for damages and or losses that it deems to have been caused by failure to observe rules, procedures or instruction, or is as a result of negligent behaviour or unsatisfactory standards of work as set out in the Wastage & Deductions principal statement in the Contract of Employment.

Action the Company is entitled to take includes deduction of wages for the reasonable value of the damage or loss up to a maximum of £500.

Deductions from wages will not be made without an employee or worker being notified of the costs. The amount owed will be deducted at a minimum rate of £25 per week. The employer is entitled to pay a higher weekly amount should he/she wish to do so. Any deduction or financial reimbursement may be considered separate to any potential disciplinary action.

The Company reserves the right to pursue civil action and litigation to recover any costs if necessary. Such action may include legal fees for the recovery of such costs. Employees may be dismissed without warning or notice for any acts which are found to constitute serious and intentional damage to Company property which amount to gross misconduct.

## OTHER PROPERTY

### E) COMPANY CREDIT CARDS

If you have been provided with a Company credit card, you are responsible for its security and safekeeping. In the event that it is lost or stolen, it is imperative that you report this to the Managing Director immediately. The card is to be used exclusively for business purposes only and receipts

should be obtained for every transaction. Usage will be regularly monitored, and you are to keep a personal record of transactions in order that you are able to explain them if necessary.

Personal use is not permitted under any circumstances. Misuse of the card and/or failure to comply with Company procedures will result in disciplinary action, which may result in your dismissal. You will be required to reimburse us the cost of any unauthorised expenditure. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

#### **F) KEYHOLDING / CODES**

If you are a key holder for our premises or vehicles, it is your responsibility to ensure that the keys, and any codes are kept safe and secure at all times. Keys and/or codes must not be copied or allowed to be used by any unauthorised person. In the event that keys are lost or stolen, it is imperative that you report this to the Head of Resources or another manager immediately. Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys/codes may result in disciplinary action which could lead to your summary dismissal. We also reserve the right to deduct the cost of any loss, repair or replacement from any monies owing to you.

Any breaches or security issues including the loss or theft of keys must be reported immediately to your Manager.

The last person to leave the office premises must ensure lights and appropriate electrical equipment are switched off, windows/doors are secure.

#### **G) COMPANY FUEL CARDS**

If you have been provided with a Company fuel card, you are responsible for its security and safekeeping. In the event that it is lost or stolen, it is imperative that you report this to the Head of Resources or another manager immediately. The card is to be used exclusively for fuelling Company vehicles and receipts should be obtained for every transaction. Usage will be regularly monitored therefore it is in your interest to keep a personal record of transactions in order that you are able to explain them if necessary.

Personal use is not permitted under any circumstances which includes purchasing fuel for a non-Company vehicle. Misuse of the card and/or failure to comply with Company procedures will result in disciplinary action, which may result in your dismissal. You will be required to reimburse us the cost of any unauthorised expenditure. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

#### **H) PERSONAL PROPERTY**

You are responsible for the safety and security of your own property and we do not accept any liability for any loss of, or damage to, your property that may occur when you are on our premises or in our vehicles. You must also safeguard and account for any cash or valuable and attractive items that are entrusted to you in accordance with our rules and procedures.

# **CAPABILITY POLICY**

## **A) INTRODUCTION**

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

## **B) JOB CHANGES/GENERAL CAPABILITY ISSUES**

- 1) If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
- 2) If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
- 3) If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
- 4) If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

## **C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES**

- 1) Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
- 2) There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

## **D) SHORT SERVICE STAFF**

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

# DISCIPLINARY PROCEDURE

## A) INTRODUCTION

- 1) It is necessary to have a minimum number of rules in the interests of the whole organisation.
- 2) The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.
- 3) Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
- 4) The following rules and procedures should ensure that:
  - a) the correct procedure is used when requiring you to attend a disciplinary hearing;
  - b) you are fully aware of the standards of performance, action and behaviour required of you;
  - c) disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
  - d) you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
  - e) other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
  - f) you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
  - g) if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

## B) DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

## C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(these are examples only and not an exhaustive list)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

- a) failure to abide by the general health and safety rules and procedures;
- b) persistent absenteeism and/or lateness;
- c) unsatisfactory standards (including non-wearing of Company issued uniform) or output of work;
- d) rudeness towards members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- e) failure to devote the whole of your time, attention and abilities to our organisation and its affairs during your normal working hours;
- f) failure to carry out all reasonable instructions or follow our rules and procedures;
- g) unauthorised use or negligent damage or loss of our property;
- h) unauthorised use of e-mail and internet;
- i) smoking in designated non-smoking areas;
- j) failure to report immediately any damage to property or premises caused by you;
- k) the private use of Company vehicles without authorisation;
- l) failure to report any incident whilst driving a Company vehicle, whether or not personal injury or vehicle damage occurs;
- m) if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- n) carrying unauthorised passengers in Company vehicles or the use of such vehicles for personal gain;
- o) loss of driving licence where driving on public roads forms an essential part of the duties of the post; and
- p) Failure to attend meetings and supervisions as and when requested.

#### **D) SERIOUS MISCONDUCT**

- 1) Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
- 2) You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

## E) RULES COVERING GROSS MISCONDUCT

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct.

However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- a) theft or fraud;
- b) physical violence or bullying;
- c) deliberate damage to property;
- d) deliberate acts of unlawful discrimination or harassment;
- e) possession, or being under the influence, of drugs\* at work;

\*For this purpose, the term 'drugs' is used to describe **both** illegal drugs and other psychoactive (mind-altering) substances which may or may not be illegal.

- f) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person;
- g) abandoning duty without notification or sleeping on duty on Company premises;
- h) wilful misrepresentation at the time of appointment including:
  - 1. Previous positions held
  - 2. Qualifications held
  - 3. Falsification of date of birth
  - 4. Declaration of health
- i) wilful misrepresentation at any time during employment in connection with qualifications held;
- j) deliberate disclosure of privileged confidential information to unauthorised people;
- k) negligence which causes serious loss, damage or injury.
- l) working whilst contravening an enactment, or breach of rules laid down by statutory bodies;
- m) any act or omission constituting serious or gross negligence/or dereliction of duty;
- n) serious insubordination;
- o) deliberately acting in a way that brings the Company into serious disrepute;
- p) consumption of alcohol on Company premises prior to and/or during hours of duty;

- q) conviction for a criminal offence which clearly indicates unsuitability for the role employed to undertake.

(The above examples are illustrative and do not form an exhaustive list.)

## F) DISCIPLINARY PROCEDURE

- 1) Disciplinary action taken against you will be based on the following procedure:

OFFENCE	1 <sup>st</sup> OCCASION	2 <sup>nd</sup> OCCASION	3 <sup>rd</sup> OCCASION	4 <sup>th</sup> OCCASION
<b>UNSATISFACTORY CONDUCT</b>	Formal verbal warning	Written warning	Final written warning	Dismissal
<b>MISCONDUCT</b>	Written warning	Final written warning	Dismissal	
<b>SERIOUS MISCONDUCT</b>	Final written warning	Dismissal		
<b>GROSS MISCONDUCT</b>	Dismissal			

- 2) We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal.
- 3) If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.
- 4) In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

## G) DISCIPLINARY AUTHORITY

The operation of the disciplinary procedure contained in the previous section is based on the following authority at the various levels of disciplinary action.

### *ALL EMPLOYEES*

Formal verbal warning	Manager / Compliance Manager / Business Director
Written warning	Manager / Compliance Manager / Business Director
Final written warning	Manager / Compliance Manager / Business Director
Dismissal	Compliance Manager / Business Director / Managing Director

## **H) PERIOD OF WARNINGS**

1) Formal verbal warning

A formal verbal warning will normally be disregarded for disciplinary purposes after a six-month period.

2) Written warning

A written warning will normally be disregarded for disciplinary purposes after a six-month period.

3) Final written warning

A final written warning will normally be disregarded for disciplinary purposes after a twelve-month period.

## **I) GENERAL NOTES**

- 1) If you are in a supervisory or Managerial position then demotion to a lower status may be considered as an alternative to dismissal except in cases of gross misconduct.
- 2) In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
- 3) Gross misconduct offences will result in dismissal without notice.
- 4) You have the right to appeal against any disciplinary action.

## **DISCIPLINARY/CAPABILITY APPEAL PROCEDURE**

- 1) You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
- 2) If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.
- 3) An appeal against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate or unfair in the circumstances.
- 4) The appeal procedure will normally be conducted by a member of staff not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.
- 5) If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.
- 6) You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice. The result of the appeal will be made known to you in writing, normally within five working days after the hearing.

# EQUALITY, INCLUSION & DIVERSITY POLICY

## A) STATEMENT OF POLICY

- 1) The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.
- 2) We recognise that discrimination is unacceptable and although equality of opportunity has been a long-standing feature of our employment practices and procedure, we have made the decision to adopt a formal policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action up to and including dismissal.
- 3) The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
- 4) We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
- 5) The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
- 6) The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
- 7) We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

## B) RECRUITMENT AND SELECTION

- 1) The recruitment and selection process is crucially important to any equality, inclusion and diversity policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
- 2) Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
- 3) Job descriptions, where used, will be revised to ensure that they are in line with this policy. Job requirements will be reflected accurately in any personnel specifications.
- 4) We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
- 5) We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.

- 6) All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
- 7) All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
- 8) Short listing and interviewing will be carried out by more than one person where possible.
- 9) Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
- 10) We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.
- 11) Selection decisions will not be influenced by any perceived prejudices of other staff.

### **C) TRAINING AND PROMOTION**

- 1) Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
- 2) All promotion will be in line with this policy.

### **D) MONITORING**

- 1) We will maintain and review the employment records of all employees in order to monitor the progress of this policy.
- 2) Monitoring may involve:
  - a) the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
  - b) the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
  - c) recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.
- 3) The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

# GRIEVANCE PROCEDURE

- 1) It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
- 2) Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
- 3) You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
- 4) If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
- 5) If you wish to appeal you must inform the Compliance Manager, Business Director or Managing Director within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the organisation will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).
- 6) Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

# HEALTH AND SAFETY POLICY

## INTRODUCTION

The Company recognises and accepts its responsibility to ensure, so far as is reasonably practicable, the health and safety of all its employees, passengers, contractors, visitors and those members of the public who may be affected by the business' activities.

### A) GENERAL COMPANY RESPONSIBILITIES

It is the aim of the business to promote, set and maintain the highest standards for health, safety and welfare matters. This will be achieved by:

- 1) providing adequate control of the health and safety risks arising from the work activities; consulting with employees on matters affecting health and safety,
- 2) providing and maintaining safe equipment,
- 3) ensuring safe handling and use of substances,
- 4) providing information, instruction and supervision for employees,
- 5) ensuring all employees are competent to do their tasks,
- 6) preventing accidents and cases of work-related ill health,
- 7) maintaining safe and healthy working conditions, and
- 8) reviewing and revising this policy as necessary at regular intervals.

The Company will endeavour to eliminate any hazards which may result in personal injury, illness, fire, security losses, property damage or harm to the environment.

### B) GENERAL EMPLOYEE RESPONSIBILITIES

- 1) You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
- 2) You must not take any action which could threaten the health or safety of yourself, other employees, the people we support or members of the public.
- 3) Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear is your responsibility.
- 4) You should report all accidents and injuries at work, no matter how minor, on the appropriate accident form.
- 5) You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

### C) ALCOHOL & DRUGS POLICY

- 1) Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

- 2) If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.
- 3) In addition, you must not:
  - a. report, or endeavour to report, for duty having consumed drugs or alcohol likely to render you unfit and/or unsafe for work,
  - b. consume or be under the influence of drugs or alcohol whilst on duty,
  - c. store drugs or alcohol on Company premises/vehicles.
- 4) You must inform your Line Manager of any prescribed medication that may affect your ability to carry out your work safely and must follow any instructions subsequently given.
- 5) You have a legal duty to inform their employer of any situation that could be considered to constitute a risk, and therefore must report any other employee who appears to be under the influence of drugs or alcohol.

#### **WITH-CAUSE ALCOHOL AND DRUG TESTING:**

- 6) Employees will be tested for alcohol and drugs in all cases where he/she has had any involvement in a workplace accident or in any incident that has caused or could have caused a danger to health or safety.
- 7) Testing will also be carried out where management has grounds to believe or suspect that the employee is or may be under the influence of alcohol or drugs.

#### **RANDOM ALCOHOL AND DRUG TESTING**

- 8) Random alcohol and drug testing will be carried out on members of staff who work in safety-critical jobs, including those working with machinery/whose job duties involve driving.

#### **GENERAL**

- 9) Alcohol and drug testing will be carried out only by qualified and competent personnel who will use accepted and reliable methods and ensure that tests are carried out with the least possible intrusion into employees' privacy. All possible measures will be in place to ensure confidentiality of test results, and checks will take place to avoid any false results.
- 10) Employees who are tested have the right to be informed of their test result.

#### **ACTION AFTER A POSITIVE TEST**

- 11) The outcome of a positive test will depend on the circumstances, but may include disciplinary action, up to and including dismissal where:
- 12) the effects of the employee's alcohol or drug taking are or could be serious, for example if the employee works in a safety-critical job and his/her use of alcohol or drugs has or could lead to a risk to health and safety; or
- 13) a previous alcohol and drug test of the employee within the previous two years has produced a positive result.
- 14) An employee who unreasonably refuses to submit to an alcohol and drug test in accordance with the organisation's rules will be subject to disciplinary action.

## **D) MANUAL HANDLING**

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

## **E) NO SMOKING POLICY**

You are not permitted to smoke on Company premises. You are also not permitted to smoke in the presence of customers. The same rules apply to the use of electronic cigarettes.

## **F) FITNESS FOR WORK**

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others, and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

## **G) EXTREME WEATHER CONDITIONS**

- 1) During the winter months, or periods of serious flooding, extreme weather may seriously delay or prevent you from attending work. Whilst we expect you to make all reasonable effort to attend, there may be some occasions where this is not possible. This may be due to road closures or a lack of public transport due to prevailing weather conditions.
- 2) During severe weather, you have no automatic legal entitlement to remain at home on full or reduced pay. Instead, you have the following options available to you:
  - a. Annual leave: If you are unable to attend work, you may choose to take this time as annual leave.
  - b. Unpaid leave: An alternative is to take this time as unpaid leave. If you do this, your annual leave allowance will remain unaltered.
  - c. Overtime: It is likely that you will be able to make up any lost time through the normal overtime system. If you wish to pursue this as an option, you should discuss it with your Manager first.

## **CALL IN PROCEDURE**

- 3) You are expected to telephone a Manager to let the Company know if you are going to be delayed, or unable to attend work. You should also be prepared to explain what efforts you have made to get in to work.

## **HEALTH AND SAFETY IN EXTREME WEATHER CONDITIONS**

- 4) While the Company will ensure, so far as is reasonably practicable, the health, safety and welfare at work of all its employees, employees are reminded of their duty to take reasonable care for their own health and safety and that of other persons who may be affected by their acts or omissions. This includes taking extra care when travelling to and from work in severe weather conditions.
- 5) The Company recognises that severe weather particularly affects employees whose job involves driving or working outdoors. The Company will undertake regular risk assessments to ensure that employees working in these conditions are properly instructed, provided with the appropriate clothing and equipment and given sufficient rest breaks.

# **INFORMATION/TECHNOLOGY USE & SAFEGUARDING**

## **A) COMPANY PROPERTY AND COPYRIGHT**

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

## **B) DATA PROTECTION**

- 1) The General Data Protection Regulation (GDPR) and the current Data Protection Act regulate our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.
- 2) We will process data in line with our privacy notices in relation to both job applicants and employees.
- 3) You have several rights in relation to your data. We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.
- 4) We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.
- 5) You are required to comply with all Company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

## **C) VIRUS PROTECTION PROCEDURES**

- 1) In order to prevent the introduction of virus contamination into the software system the following must be observed:
  - a) unauthorised software including public domain software, USBs, external hard drives, CDs or internet downloads must not be used; and
  - b) all software must be virus checked using standard testing procedures before being used.

## **D) USE OF COMPUTER EQUIPMENT**

- 1) In order to control the use of the Company's computer equipment and reduce the risk of contamination the following will apply:
  - a) the introduction of new software must first of all be checked and authorised by your manager before general use will be permitted,
  - b) only authorised staff should have access to the Company's computer equipment,
  - c) only authorised software may be used on any of the Company's computer equipment,
  - d) only software that is used for business applications may be used,

- e) no software may be brought onto or taken from the Company's premises without prior authorisation,
- f) unauthorised access to the computer facility will result in disciplinary action; and
- g) unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

Exceptions to all the above can be approved by the Managing Director.

## **E) E-MAIL AND INTERNET POLICY**

### **INTRODUCTION**

The Company encourages its employees to use email and the internet at work where this can save time and expense. However, it requires that employees follow the rules below. It is a term of each employee's contract that he/she complies with these rules, and any serious breach could lead to dismissal. Any employee who is unsure about whether something he/she proposes to do might breach this email and internet policy should seek advice from his/her manager.

Although the Company encourages the use of email and the internet where appropriate, their use entails some risks. For example, employees must take care not to introduce viruses on to the system and must take proper account of the security advice below. Employees must also ensure that they do not send libellous statements in emails as the Company could be liable for damages.

These rules are designed to minimise the legal risks to the Company when its employees use email at work and access the internet. Where something is not specifically covered in this policy, employees should seek advice from their manager.

### **USE OF EMAIL**

#### **a) Contents of emails**

Emails that employees intend to send should be checked carefully. Email should be treated like any other form of communication and, as such, should be professional – polite, clear, concise and appropriate. Statements to avoid in emails include those criticising the Company's competitors or their staff, those stating that there are quality problems with goods or services of suppliers or customers, and those stating that anyone is incompetent.

The use of email to send or forward messages which are defamatory, obscene or otherwise inappropriate will be treated as misconduct under the appropriate disciplinary procedure. In serious cases this could be regarded as gross misconduct and lead to dismissal.

Equally, if an employee receives an obscene or defamatory email, whether unwittingly or otherwise and from whatever source, he/she should not forward it to any other address.

#### **b) Attachments**

Employees should not attach any files that may contain a virus to emails, as the Company could be liable to the recipient for loss suffered. The Company has virus-checking in place but, if in doubt, employees should check with a manager or the IT support company.

Employees should exercise extreme care when receiving emails with attachments from third parties, particularly unidentified third parties, as these may contain viruses.

#### c) Personal use of email

Although the email system is primarily for business use, the Company understands that employees may on occasion need to send or receive personal emails using their work address. When sending personal emails, employees should show the same care as when sending work-related emails.

#### d) Monitoring of email

The Company reserves the right to monitor all email activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements. We may also need to access your email account in your absence if we need to ensure business continuity but will endeavour to inform you when this is to happen and the reasons for it.

### 3) INTERNET

#### a) Authorised internet users

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Company name. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. Unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.

#### b) Registering on websites

Many sites that could be useful for the Company require registration. Employees wishing to register as a user of a website for work purposes should ask their manager before doing so.

#### c) Licences and contracts

Some websites require the Company to enter into licence or contract terms. The terms should be communicated to and approved by a manager before entering into such an agreement.

#### d) Downloading files and software

Employees should download files on to only those PCs with virus checking software and should check how long the download will take. If there is any uncertainty as to whether the software is virus-free or whether the time the download will take is reasonable, the relevant line manager and the Company's IT support partner should be consulted.

#### e) Using other software and hardware at work

The Company does not allow employees to bring software or hardware into the office without a Director's consent.

#### f) Personal use of the internet

The Company understands that employees may on occasion need to use the internet for personal purposes. Employees may access the internet at work for personal purposes provided that:

- I. such use is limited to no more than 20 minutes in any day during break times,
- II. the internet is not used to access offensive or illegal material,
- III. they do not enter into any contracts or commitments in the name of or on behalf of the Company; and
- IV. they do not arrange for any goods ordered on the internet to be delivered to the Company address or order them in the Company's name.

Employees should not use the internet for personal purposes before working hours begin or after they end.

g) monitoring of internet access at work

The Company reserves the right to monitor internet usage for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements. We may also need to monitor internet usage if we suspect an employee has been viewing inappropriate material or spending an excessive amount of time viewing websites that are not work related. Information acquired through such monitoring may be used as evidence in disciplinary proceedings.

## **F) COMPANY TELEPHONES**

The Company provides its employees with access to the telephone for work-related purposes only. Personal calls may be made in emergencies or to inform immediate family, or co-habitants of any changes to work commitments/hours that may cause undue worry or concern. Personal mobile phones must not be used during working hours unless for work related emergency purposes or in the event that you need to contact the office, or the office is trying to contact you.

It is important to note that employees may not use Company telephones to:

- a) carry out freelance work, or work for another employer;
- b) contact recruitment agencies or other employers with a view to seeking alternative employment;
- c) buy or sell goods, other than when authorised to do so in the course of their job;
- d) gamble;
- e) communicate information that is confidential to the Company outside the Company, unless authorised to do so in the course of their job;
- f) chat for lengthy periods of time to friends or relatives;
- g) make overseas telephone calls; or
- h) waste working time using the telephone for purposes not associated with their job or the Company's business.

We reserve the right to monitor calls and/or spot check telephone numbers dialled by employees and any potential misuse will be investigated in line with Company disciplinary procedures.

## **G) COMPANY MOBILE PHONES**

The Company mobile phones are to be used for business purposes only except in the case of an emergency. Therefore any personal use deemed by the Company to be excessive or any premium numbers called that are not work related may be recharged back to you. The Company reserve the right to deduct the appropriate sums from your pay in the event that repayments are not made.

This is an express written term of your contract of employment. Internet usage on Company mobile phones is subject to the same provisions set out in our E-mail and Internet Policy. The Company reserves the right to monitor all communications made on Company mobile phones in order to ensure compliance with our policies and procedures. You must not make any recordings on the Company mobile phone without prior permission from your Manager.

## **H) TEXT MESSAGES (INCLUDING WHATSAPP)**

Text messages (including WhatsApp) on company mobile phones or personal mobile phones used for work purposes should be treated in the same way as email. Specifically:

### Content of messages

- 1) Text messages that employees intend to send should be checked carefully. Text messages should be treated like any other form of communication and, as such, should be professional – polite, clear, concise and appropriate. Statements to avoid in text messages include those criticising the Company's competitors or their staff, those stating that there are quality problems with goods or services of suppliers or customers, and those stating that anyone is incompetent.
- 2) The use of text message to send or forward messages which are defamatory, obscene or otherwise inappropriate will be treated as misconduct under the appropriate disciplinary procedure. In serious cases this could be regarded as gross misconduct and lead to dismissal.
- 3) Equally, if an employee receives an obscene or defamatory text message, whether unwittingly or otherwise and from whatever source, he/she should not forward it to any other contact.

## **I) SOCIAL NETWORKING POLICY**

The Company does not allow access to social networking websites from its computers other than for the following purposes at the direction of the Company directors: buying and selling Company vehicles and equipment, recruitment procedures including but not limited to advertising vacancies, and marketing the Company's services, products and achievements. The Company reserves the right to restrict access to these websites.

### Personal conduct

The Company respects an employee's right to a private life. However, the Company must also ensure that confidentiality and its reputation are protected. It therefore requires employees using social networking websites to:

- refrain from identifying themselves as working for the Company,
- ensure that they do not conduct themselves in a way that is detrimental to Company; and
- ensure their interaction on these websites does not damage working relationships between members of staff and clients of the Company.

### Monitoring of social media usage at work

The Company reserves the right to monitor employees' social media usage but will endeavour to inform an affected employee when this is to happen and the reasons for it. The Company considers that valid reasons for checking an employee's social media usage include suspicions that the employee has:

- been spending an excessive amount of time on social media during work time that is not work-related; or
- acted in a way that damages the reputation of the Company, current and future working relationships with other Company employees and/or breaches commercial confidentiality.

If the Company finds that employees are in breach of this social media policy disciplinary action may be taken in line with the Company's disciplinary policy.

#### Security and identity theft

Employees should be aware that social networking websites are a public forum, particularly if the employee is part of a "network". Employees should not assume that their entries on any website will remain private. Employees should never send abusive or defamatory messages.

Employees must also be security conscious and should ensure that no information is made available that could provide a person with unauthorised access to the Company and/or any confidential information; and refrain from recording any confidential information regarding the Company on any social networking website.

#### **J) CLOSED CIRCUIT TELEVISION**

Closed circuit television cameras are used on our premises for security purposes. We reserve the right to use any evidence obtained in this manner in any disciplinary issue. We will ensure all personal data obtained in this way is processed in line with the current Data Protection Act. You may refer to the employee privacy notice for more information on the data we hold, the reasons we hold it and the lawful basis which applies.

# PERSONAL HARASSMENT POLICY

## A) INTRODUCTION

- 1) Harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
- 2) Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
- 3) We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

## B) POLICY

- 1) We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.
- 2) We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
- 3) We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

## C) EXAMPLES OF PERSONAL HARASSMENT

- 1) Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:
  - a) insensitive jokes and pranks;
  - b) lewd or abusive comments about appearance;
  - c) deliberate exclusion from conversations;
  - d) displaying abusive or offensive writing or material;
  - e) unwelcome touching; and
  - f) abusive, threatening or insulting words or behaviour.

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

## D) COMPLAINING ABOUT PERSONAL HARASSMENT

- 1) Informal complaint

We recognise that complaints of personal harassment and particularly of sexual harassment can sometimes be of a sensitive or intimate nature and that it may not be

appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the Manager who will be responsible for investigating the matter if it becomes a formal complaint.

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

## 2) Formal complaint

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

- a) the name of the alleged harasser;
- b) the nature of the alleged harassment;
- c) the dates and times when the alleged harassment occurred;
- d) the names of any witnesses; and
- e) any action already taken by you to stop the alleged harassment.

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

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation which will normally be within ten working days of the meeting with you, the decision of the investigator detailing the findings will be sent, in writing, to you. You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

## **E) GENERAL NOTES**

If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.

If you bring a complaint of harassment you will not be victimised for having brought the complaint. However, if it is concluded that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

# REDUNDANCY POLICY AND PROCEDURE

It is the policy of Llew Jones Limited to ensure as far as possible security of employment for its employees. However, it is recognised that changes in the demand for our products and/or services may lead to a requirement for a reduction in staffing levels.

Where redundancy is necessary, following all reasonable efforts to avoid it, the Company will handle the redundancy in a fair, sympathetic and non-discriminatory manner and in accordance with statutory obligations.

## WHAT IS REDUNDANCY?

Redundancy is when an individual employee or group of employees are dismissed because:

- their workplace closes
- there is no longer a need for them to do the type of work they were employed to do.

## PRINCIPLES

### 1) Consultation

- a. The Company will keep employees informed as fully as possible about staffing requirements and any need for redundancies.
- b. The Company will consider any alternative proposals with a view to reaching agreement on ways of avoiding redundancy and reducing the number of employees to be made redundant.

### 2) Measures to Avoid or Minimise Redundancy

Before deciding upon compulsory redundancy, consideration will be given to the following:

- a. Natural staff turnover
- b. Redeployment as an alternative to redundancy
- c. Job share
- d. Reduction in hours
- e. Voluntary redundancy
- f. Early retirement

### 3) Voluntary Redundancy

Where appropriate, employees will be invited to indicate their willingness to consider voluntary redundancy. Such indications will not imply any commitment on the part of either the Company or the individual. Note that the Company will not necessarily accept an employee's application for voluntary redundancy.

### 4) Compulsory Redundancy

Where voluntary redundancy does not fulfil the required number of redundancies, compulsory redundancy will be required. Depending on the levels of redundancy required, we may use a skills matrix to objectively score and select employees for redundancy.

### 5) Selection Criteria

The criteria for redundancy selection will take into consideration a number of points which may include but not be limited to:

- a. Skills or qualifications of the employee - objective selection based on skills or qualifications to help ensure the retention of a balanced workforce to meet the future needs of the Company.
- b. Standard of work performance or aptitude - standard of work or aptitude for working using objective evidence, e.g. lowest quality failures, highest output.
- c. Disciplinary record – to include current disciplinary warnings only.
- d. Length of service - length of service on the basis “Last in, first out” will be applied as a last option only where all other matters are equal.

#### 6) Selection Panel

A selection panel will comprise senior managers and directors of the Company.

#### 7) Individual Consultation

- a. All persons under threat of redundancy will have at least one formal meeting to discuss redundancy scoring, alternative options, and ask any questions. Where this is not possible the information will be communicated in writing.
- b. Employees shall have the right to be accompanied by a colleague, during any such consultation. Consideration will be given to any matter raised by or on behalf of the employee in such consultations.

#### 8) Notification of Dismissal

- c. Written notice of dismissal (by reason of redundancy) will be issued and will clearly state that the reason is redundancy and explain briefly why this is necessary. The notification will also include details on the right of appeal against dismissal and the procedure which will be followed.

#### 9) Appeals Procedure

- d. Any employee who has received written notification of redundancy will have the right of appeal against dismissal, which should be lodged with the Mr Stephen Jones, Managing Director, in writing within 5 working days of notification of redundancy.
- e. The notice of appeal should indicate the reason for the appeal. A written decision will be given within 5 working days following the meeting.

#### 10) Assistance in Finding Other Work

- f. The Company will honour the individuals statutory entitlement to reasonable paid time off to look for another job or to arrange training. Such time off must be arranged in advance with the Company Management.

#### 11) Severance Payments

- g. The Company shall notify the employee of any Statutory Redundancy Pay to which he/she is entitled.

# TERMINATION OF EMPLOYMENT

## A) RESIGNATIONS

All resignations must be supplied in writing, stating the reason for resigning from the post.

## B) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of main terms of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

## C) RETURN OF PROPERTY

On the termination of your employment you must return all our property, including uniform (with the exception of shirts) and protective clothing. Failure to do so will result in the cost of the property or the cost of recovering the property being deducted from any termination pay due to you. This is an express written term of your contract of employment.

## D) REPAYMENT OF OUTSTANDING MONIES

On the termination of your employment we have the right to deduct from any termination pay due to you, any monies collected by you on our behalf and any advances of pay or any loans that we may have made to you. This is an express written term of your contract of employment.

## F) GARDEN LEAVE

If either you or the organisation serves notice on the other to terminate your employment the organisation may require you to take "garden leave" for all or part of the remaining period of your employment.

### **NB.**

**During any period of garden leave you will continue to receive your full pay and any other contractual benefits.**